CITY COUNCIL

AGENDA
MONDAY, APRIL 14, 2025

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:30 PM

MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE AGENDA

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

CITY OF LIVERMORE YOUTUBE CHANNEL:
https://www.youtube.com/c/CityofLivermoreCalifornia

TV29:
Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Evan Branning, Vice Mayor
Ben Barrientos, Council Member
Steven Dunbar, Council Member
Kristie Wang, Council Member

1. CLOSED SESSION - 6:30 PM

- Roll Call
- Opportunity for the the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session my be continued to the end of the Regular Meeting.

1.1 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Emily Prescott, of Counsel with the law firm Sloan, Sakai, Yeung and Wong LLP pursuant to Government Code section 54957.6, regarding negotiations with the Livermore Police Management Association.

1.2 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Emily Prescott, of Counsel with the law firm Sloak, Sakai, Yeung and Wong LLP pursuant to Government Code section 54957.6, regarding negotiations with the Livermore Management Group.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Steven Dunbar
Council Member Kristie Wang
Vice Mayor Evan Branning
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Commission for the Arts annual update presented by Chair Laurence E. Milder

Recommendation:
Staff recommends the City Council receive the Commission for the Arts annual update.

Staff Report

3.2 Proclamation declaring April as Fair Housing Month in Livermore presented to Tanya Corona, Housing Coordinator for ECHO (Eden Council for Hope and Opportunity) Housing

Recommendation:
Staff recommends City Council proclaim April as Fair Housing Month.

Staff Report
Attachments:

1. Proclamation - 2025 Fair Housing Month

4. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card found at the entrance of the Council Chambers. A speaker is limited to a single comment with a maximum of three minutes for the entire Consent Calendar. If Consent Calendar items are pulled for discussion by the City Council, a speaker will be allowed one comment per item on the items pulled for discussion and a separate comment for the remaining Consent Calendar. The one comment limit applies regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

5.1 Approval of draft minutes - March 24, 2025 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.

Staff Report
Attachments:
1. DRAFT 2025-03-24

5.2 Resolution determining Parcel 3 of Parcel Map 4797, Parkview, located north of Portola Avenue across from Rincon Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

Recommendation:
Staff recommends the City Council adopt a resolution determining Parcel 3 of Parcel Map 4797, Parkview, located north of Portola Avenue across from Rincon Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

Staff Report
Attachments:
1. CFD 2023-1 Tax Zone Map

2. Resolution
3. Exhibit A - Unanimous Approval

5.3 Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Primary and Secondary Treatment Improvements Project Number 2019-31.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Primary and Secondary Treatment Improvements Project Number 2019-31.

Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

5.4 Resolution authorizing a supplemental appropriation of Measure BB-Local Streets and Roads Fund 830, in the amount of $80,000 in FY 2024-25 and authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Railroad Avenue Street Improvements Project 2021-16.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Authorizing a supplemental appropriation of $80,000 from Measure BB-Local Streets and Roads Fund 830 to the FY 2024-25 budget for the Railroad Avenue Street Improvements Project 2021-16; and
2. Authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Railroad Avenue Street Improvements Project 2021-16.

Staff Report
Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

5.5 Resolution authorizing execution of a third amendment to the agreement with HMH Engineers for on-call engineering services, increasing the not-to-exceed contract amount from $1,800,000 to $3,200,000 with a term ending December 31, 2027.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a third amendment to the engineering services agreement with HMH Engineers for additional on-call engineering design services, increasing the not-to-exceed agreement amount from $1,800,000 to $3,200,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Third Amendment to Agreement

5.6 Resolution authorizing execution of an agreement with Republic Services Vasco Road, LLC for the disposal of solid waste through June 30, 2035, and rejecting all other bids for the disposal of solid waste.

Recommendation:
Staff recommends the City Council adopt a resolution
1. Finding that the Project is categorically exempt under the California Environmental Quality ("CEQA") Guidelines Section 15301, Existing Facilites and Section 15308, Actions by Regulatory Agencies for Protection of the Environment, as well as exempt under CEQA Guidelines Section 15061 (b)(3), Common Sense Exemption;
2. Authorizing the City Manager to execute an agreement with Republic Services Vasco Road, LLC for the Disposal of Solid Waste through June 30, 2035; and
3. Rejecting all other bids for the disposal of solid waste.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

5.7 Resolution authorizing execution of a Low-Income For Sale Housing Agreement with City Ventures for a 31-unit subdivision located northeast of the Portola Avenue and Rincon Avenue intersection (VTPM 11473).

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Low Income For Sale Housing Agreement with City Ventures for a 31-unit subdivision located northeast of the Portola Avenue and Rincon Avenue intersection (VTPM 11473).

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

5.8 Resolution authorizing the execution of a Subordination Agreement with Tri Valley BMR, LLC and the Department of Housing and Community Development for the Vineyard 2.0 project.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager, or her designee, to execute a Subordination Agreement with Tri Valley BMR, LLC, and the Department of Housing and Community Development for the Vineyard 2.0 project.

Staff Report

Attachments:
1. Resolution
2. Exhibit A - Agreement

5.9 Resolution authorizing the execution of an agreement with LEHR Upfitters OpCo, LLC d/b/a LEHR to provide on-call services to outfit and repair City emergency vehicles and equipment in an amount not-to-exceed $900,000 for a five-year term ending April 30, 2030.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with LEHR Upfitters OpCo, LLC d/b/a LEHR to perform on-call services to outfit and repair City emergency vehicles and equipment for the police department and Livermore Pleasanton Fire Department in an amount not-to-exceed $900,000 for a five-year term ending April 30, 2030.

Staff Report
Attachments:
1. Cooperative Purchasing Contract
2. Resolution
3. Exhibit A - Agreement

5.10 Resolution authorizing the City Manager to execute an agreement with the Alameda County Fire Department for equipment and installation of Phoenix G2 alerting system at City fire stations 6, 7, 8, 9, and 10 in a total amount not-to-exceed $689,432.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with the Alameda County Fire Department for equipment and installation of Phoenix G2 Alerting System at City fire stations 6, 7, 8, 9, and 10 in a total amount not-to-exceed $689,432.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Agreement

5.11 Resolution accepting the Single Audit Report related to federal grants for the Fiscal Year Ending June 30, 2024.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the Single Audit Report for Fiscal Year 2023-24 as completed.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Federal Awards Report in Accordance with Uniform Guidance

6. PUBLIC HEARINGS

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

6.1 Hearing to receive and consider protests and direct staff to proceed with fieldwork on the abatement of weeds, rubbish, dirt, or refuse on specific described properties under the 2025 Weed Abatement Program.

Recommendation:
Staff recommends City Council consider all protests, and if the City Council finds it appropriate, adopt a resolution overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - 2025 List of Parcels and Property Owners

7. MATTERS FOR CONSIDERATION

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

7.1 Update on the Airport Land Use and Development Study Including Next Steps

Recommendation:
Staff recommends the City Council receive a presentation on the Airport Land Use and Development Study and Next Steps.

Staff Report
Attachments:
1. Airport Land Use Study Memo

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, AND COUNCIL MEMBERS

9. ADJOURNMENT

To a Special City Council meeting on Monday, April 21, 2025 at 6:00 pm, Civic Center Meeting Hall, William M. Mendenhall Room, 1016 S. Livermore Avenue and a Regular City Council meeting on Monday, April 28, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report

Attachments:
1. Supplemental Materials

10.2 Supplemental materials received at the meeting.
Staff Report
Attachments:
1. Items Received at the Meeting

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

You can participate in the meeting in a number of ways:

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item.

Other Agenda Items are also open for public input including Consent Calendar or Matters for Consideration items. These comments are also subject to the 3-minute limit.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link here. Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit the card directly to the City Clerk prior to the start of the item. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org Comcast Cable 29

YouTube: http://youtube.com/c/CityofLivermoreCalifornia

If you would like to deliver written materials to the City Council as part of your public comment, please provide 10 copies to the City Clerk with your speaker card.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, http://LivermoreCA.gov/agenda.

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at http://LivermoreCA.gov/agenda.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.1**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Allen McFarland, Management Analyst II

SUBJECT: Commission for the Arts annual update presented by Chair Laurence E. Milder

RECOMMENDED ACTION

Staff recommends the City Council receive the Commission for the Arts annual update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Allen McFarland
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Proclamation declaring April as Fair Housing Month in Livermore presented to Tanya Corona, Housing Coordinator for ECHO (Eden Council for Hope and Opportunity) Housing

RECOMMENDED ACTION

Staff recommends City Council proclaim April as Fair Housing Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation - 2025 Fair Housing Month

Prepared by: Deborah Davis
Administrative Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the
City of Livermore

Proclaiming

APRIL 2025 FAIR HOUSING MONTH

April 14, 2025

WHEREAS, fair housing is a key element of social justice, and all individuals benefit from access to safe, decent, and affordable housing, free from discrimination based on race, color, religion, sex, national origin, disability, or familial status, as protected under the Fair Housing Act; and

WHEREAS, the Eden Council for Hope and Opportunity has assisted more than 1,236 households in the last 5 years, ensuring residents of Livermore have the knowledge and resources to secure stable housing and contribute to a thriving, inclusive community; and

WHEREAS, the City of Livermore is committed to advancing fair housing practices, promoting inclusive communities, and ensuring that all residents—regardless of background—have access to housing opportunities that support their well-being and stability; and

WHEREAS, through strong partnerships with nonprofit and private-sector developers in the last 30 years, the City of Livermore has successfully created over 1,200 high-quality, well-maintained affordable rental and ownership units, expanding access to housing for families, seniors, individuals with disabilities, and historically underserved communities; and

WHEREAS, the City Council actively supports initiatives that advance fair housing through education, enforcement, and advocacy, including its collaboration with Tri-Valley cities and the Eden Council for Hope and Opportunity to provide fair housing advocacy, homeownership education, financial literacy, and foreclosure prevention services.

NOW, THEREFORE, the City Council of Livermore hereby proclaims April 2025 as "Fair Housing Month" in the City of Livermore and urges all residents to recognize the importance of fair and equal access to housing, support efforts to eliminate discrimination, and celebrate the positive impact of inclusive housing policies in our community.

Mayor John Marchand

Vice Mayor Evan Branning

Council Member Ben Barrientos

Council Member Steven Dunbar

Council Member Kristie Wang

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.1**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - March 24, 2025 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-03-24

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 24, 2025

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Evan Branning, Council Members Ben Barrientos, Steven Dunbar, and Kristie Wang.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEMS.

Mayor Marchand opened the public comment period.

There were no speakers, and the public comment period was closed.

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Legal Counsel - Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. (Two cases)

Alameda County Taxpayers' Association Inc, et al. v. Livermore, Alameda County Superior Court Case No. 23CV047436
Alameda County Taxpayers' Association Inc, et al. v. Livermore, Alameda County Superior Court Case No. 24CV058036

1.2 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Tim Davis, a partner with the law firm Burke, Williams, & Sorensen LLP pursuant to Government Code section 54957.6, regarding negotiations with the International Association of Fire Fighters, Local 1974, AFL-CIO-CLC.

1.3 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Tim Davis, a partner with the law firm Burke, Williams, & Sorensen LLP pursuant to Government Code section 54957.6, regarding negotiations with the International Association of Fire Fighters, Local 1974, Battalion Chief's Unit, AFL-CIO-CLC.

1.4 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Charles Sakai, a partner with the law firm Sloan, Sakai, Yeung and Wong LLP pursuant to Government Code section 54957.6, regarding negotiations with the Livermore Police Officers Association.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:05 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Evan Branning, Council Members Ben Barrientos, Steven Dunbar, and Kristie Wang.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring March 2025 as March for Meals (#SaveLunch) Month, presented to Carrie Oldes, Meals on Wheels Program Manager

Mayor Marchand presented a proclamation to Carrie Oldes, Program Manager declaring March 2025 as March for Meals (#Save Lunch) Month.

Carrie Oldes made brief comments.

3.2 2024 Climate Action Plan Progress Report, presented by Tricia Pontau, Sustainability Program Manager.

Sustainability Program Manager, Tricia Pontau presented the progress report.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Greg Scott provided a comment.

Alan Marling provided a comment.

There were no more speakers, and the public comment period was closed.

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

There were no speakers, and the public comment period was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

5.1 Approval of draft minutes - March 3, 2025 Special Meeting and March 10, 2025 Regular Meeting.

5.2 **Resolution 2025-043** authorizing execution of an on-call architectural services agreement with Barry & Wynn Architects, Inc. in an amount not-to-exceed $500,0000 with a term ending December 31, 2029, to support various facility projects in the Capital Improvement Program.

5.3 **Resolution 2025-044** approving the update to the City of Livermore Development Plan Check and Procedures Manual, which is used to review entitlement applications, final maps and improvements to the City's infrastructure, dated March 24, 2025, and delegating discretionary authority to the City Engineer to approve future revisions to the manual.

5.4 **Resolution 2025-045** approving exceptions to the Livermore Municipal Code bidding requirements, authorizing issuance of a purchase order in an amount not-to-exceed $813,345 for Contech Engineered Solutions, LLC, and authorizing issuance of a purchase order in an amount not-toexceed $653,136 for StormTrap, LLC for full trash capture devices as part of the Storm Drain Trash Capture Project 2024-25.

5.5 **Resolution 2025-046** authorizing the approval of Altamont Settlement Agreement Education Advisory Board's $628,665 Expenditure Plan for FY 2025-26.

5.6 **Resolution 2025-047** receiving the 2024 Annual Review of Military Equipment Report, determining that the equipment identified in the report complies with applicable standards, and authorizing the City of Livermore Military Equipment Ordinance 2.36.200 to be renewed and remain in effect.

5.7 **Resolution 2025-048** authorizing a supplemental appropriation to the Fleet Fund 730 in the amount of $3,113,239 to complete the planned purchase of vehicles for FY 2024-25

5.8 **Resolution 2025-049** authorizing execution of an Affordable Housing Loan Agreement, an Affordable Housing Regulatory Agreement, a Ground Lease and all other related documents authorized and described in those agreements with Pac Avenue, L.P. and appropriating $5,000,000 in State Local Housing Trust Funds (LHTF) and $1,500,000 in City Affordable Housing Trust Funds for the development loan for the development of the Pacific Avenue Senior Apartments

Phase 1.

5.9 Resolution 2025-050 amending the City of Livermore Salary Plan dated March 2025 in accordance with California Code of Regulations, Title 2, Section 570.5 to provide 5% salary increases for positions the City has had challenges with recruitment and retention

6. PUBLIC HEARINGS

6.1 Public Hearing to consider the 2024 Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing Element of the General Plan and meeting its Regional Housing Needs Allocation (RHNA), pursuant to Government Code Section 65400.

Recommendation: Staff recommended the City Council adopt a resolution accepting the 2024 General Plan Housing Element Annual Progress Report.

Assistant Planner, Shannon Pagan, presented the staff report.

Mayor Marchand opened the public hearing.

Trish Munro provided a comment.

There were no more speakers, and the hearing was closed.

ON THE MOTION OF VICE MAYOR BRANNING, SECONDED BY COUNCIL MEMBER WANG AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-051 accepting the 2024 General Plan Housing Element Annual Progress Report.

7. MATTERS FOR CONSIDERATION – NONE

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Sewa International Council Member Dunbar noted his attendance at the East Bay Holi festival on March 22, 2025.

Three Valleys Community Foundation Council Member Barrientos noted his attendance at the March 13, 2025 grant event.

9. ADJOURNMENT – at 8:13 pm in memory of Macy Perez to a Regular City Council Meeting on Monday, April 14, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.2**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution determining Parcel 3 of Parcel Map 4797, Parkview, located north of Portola Avenue across from Rincon Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution determining Parcel 3 of Parcel Map 4797, Parkview, located north of Portola Avenue across from Rincon Avenue, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

SUMMARY

The Parkview condominium project, Parcel 3 of Parcel Map 4797, Parkview, located north of Portola Avenue across from Rincon Avenue, was conditioned to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Fallon Enterprises Inc., is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (CFD No. 2023-1) and has provided the attached Unanimous Approval document that constitutes a unanimous vote by Fallon Enterprises Inc. in favor of annexing their property into CFD No. 2023-1.

DISCUSSION

On June 12, 2023, City Council adopted Resolution 2023-92, approving the formation of CFD No. 2023-1 and a future annexation area (Future Annexation Area) for CFD No. 2023-1 under the Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act). At that meeting, a special election of qualified landowner electors in CFD No. 2023-1 was held at which at least two-thirds of the electors voting approved the levy of the special tax in the original boundaries of CFD No. 2023-1 and an appropriations limit for CFD 2023-1.

Subsequently, on June 26, 2023, the City Council adopted Ordinance No. 2147, to levy special taxes within CFD No. 2023-1, including any parcels that annex into CFD No. 2023-1.

The Future Annexation Area was established for CFD No. 2023-1 to create a streamlined process for projects to annex into CFD No. 2023-1 and contribute maintenance funds for the public amenities and/or infrastructure that is installed within the Isabel Neighborhood Specific Plan. The Future Annexation Area coincides with the boundary of the Isabel Neighborhood Specific Plan area. Parcels within the Future Annexation Area may annex into CFD 2023-1 without any requirement for further public hearings or additional proceedings if their owners execute a unanimous approval (Unanimous Approval), which under the Mello-Roos Act constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of California law.

CFD No. 2023-1 was formed to provide funding for the maintenance and operation of the following public amenities within the Isabel Neighborhood Specific Plan:

- Neighborhood Streets - Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan
- Neighborhood Parks
- Neighborhood Trails
- Neighborhood Plazas
- Pedestrian Bridge/Tunnel Crossing of Isabel Avenue
- Valley Link Plaza and Pedestrian Bridges
- Valley Link Parking Lot

Costs for CFD No. 2023-1 administration, as well as Alameda County's costs to collect the special taxes, will also be paid with special taxes levied in CFD No. 2023-1.

The Parkview condominium project, Parcel 3 of Parcel Map 4797, is located within the Future Annexation Area. The conditions of approval for the project require the property owner to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Fallon Enterprises Inc. is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 and has executed the attached Unanimous Approval. Unanimous Approval constitutes a unanimous vote by Fallon Enterprises Inc. in favor of annexing their property to CFD No. 2023-1 and the annual levy of special taxes according to the rate and method of apportionment of the special tax (RMA).

To complete the annexation process for the Parkview condominium project, Parcel 3 of Parcel Map 4797, the City Council is asked to consider adopting a resolution determining that the property is annexed to CFD No. 2023-01. Adoption of the resolution will annex the project as Tax Zone 5 within the CFD No. 2023-1 and direct the City Clerk to record a notice of the annexation with the Alameda County Recorder. Attachment 1 shows a map of the CFD No. 2023-1 boundary with all tax zones created to date. This map will be updated as new tax zones are annexed into CFD No. 2023-1.

FISCAL AND AMINISTRATIVE IMPACTS

The City will administer CFD No. 2023-01 on an annual basis and will budget for, and manage, the necessary maintenance, operation, and administration. All related expenditures will be paid by the City with special taxes collected in CFD No. 2023-1. At buildout of the Isabel Neighborhood Specific Plan area, the estimated annual cost for maintaining all the items in the Description of Services for CFD No. 2023-1 is approximately $1,800,000 plus administrative expenses. As each new development within the

specific plan is completed, they will be assessed their pro-rata share of the overall maintenance expenses of the CFD No. 2023-1.

With this annexation, the Parkview condominium project becomes Tax Zone 5 in CFD No. 2023-1. The FY 2024-25 Special Tax Requirement Max Cap for Zone 5 is estimated at $17,555, an average of $566 per residential unit as shown in Table 5 of Exhibit A to the Resolution. This amount is the pro-rata share of the CFD maintenance costs attributed to Tax Zone 5. The max cap for Tax Zone 5 will increase on July 1, 2025, and annually each July 1 thereafter, based upon the prior calendar year's change in the Consumer Price Index – All Urban Consumers (San Francisco-Oakland- San Jose, CA) plus one percent (CPI + 1%).

Future annexations will be numbered sequentially as distinct tax zones. Each new zone will be assessed separately, based on their pro-rata share of the maintenance funds for the Isabel Neighborhood Specific Plan public infrastructure and amenities.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan.

ATTACHMENTS

1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

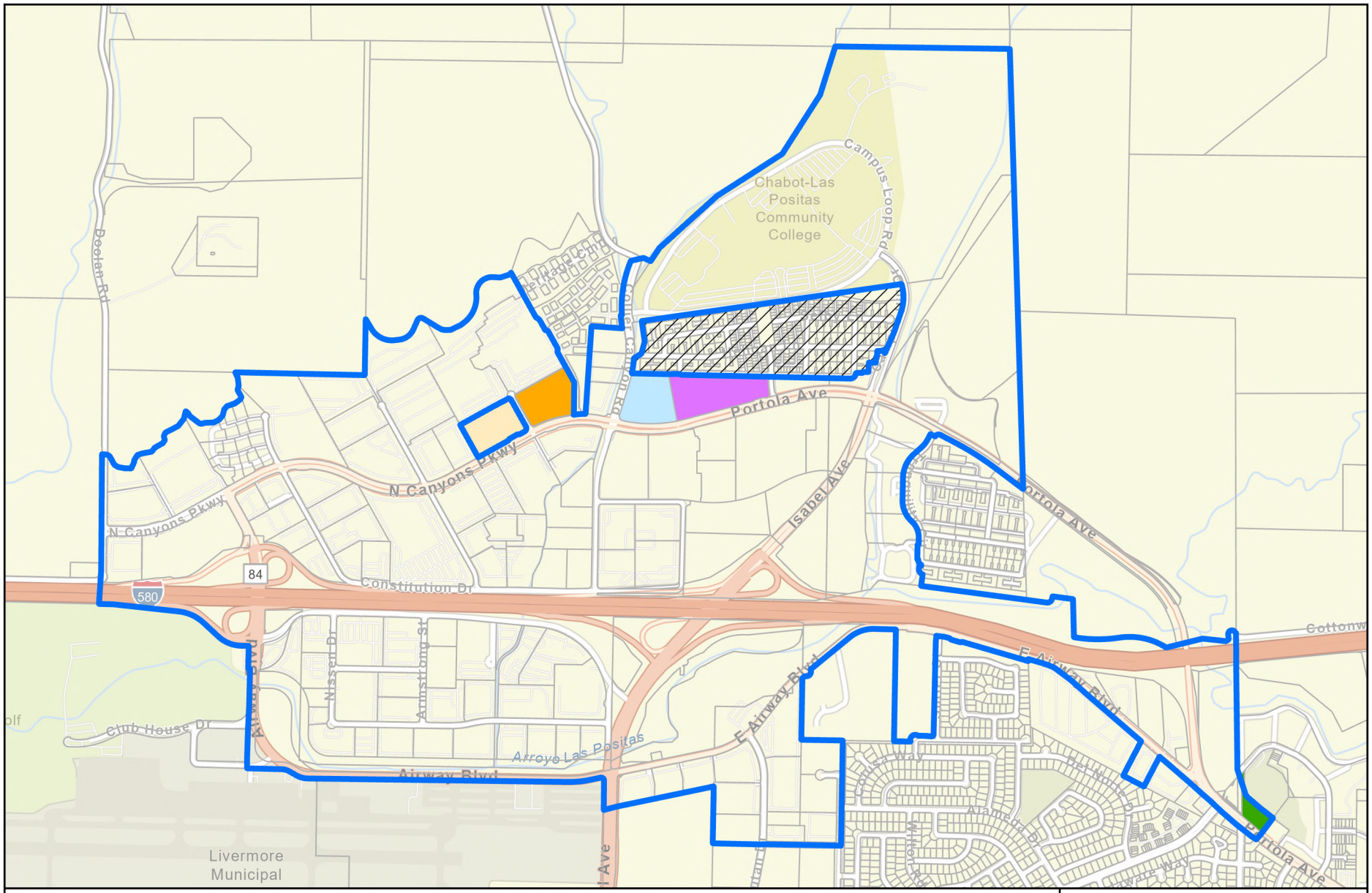
Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Tax Zone Map

N

0 0.2 0.4 Mi

0 1,250 2,500 Feet

CFD 2023-1 Future Annexation Area	Tax Zone 1 - Tract 8609	Tax Zone 3 - Tract 8657	Tax Zone 5
Not A Part	Tax Zone 2 - Tract 8613	Tax Zone 4 - Tract 8613	Parcels

NBS helping communities fund tomorrow

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING PARCEL 3 OF PARCEL MAP 4797, PARKVIEW, LOCATED NORTH OF PORTOLA AVENUE ACROSS FROM RINCON AVENUE, IS ANNEXED TO THE CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

The City of Livermore (the "City") is a general law city organized and existing under the Constitution and the law of the State of California.

Under the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code the " Act"), this City Council is authorized to establish a community facilities district and to act as its legislative body.

This City Council previously undertook the following proceedings to establish the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area") pursuant to the Act for the purpose of levying a special tax (the "Special Tax") to finance certain municipal services (the "Services) as provided in the Act:

(i) this City Council adopted Resolution No. 2023-092, entitled "A Resolution of Formation of a Community Facilities District and Future Annexation Area" (the "Resolution of Formation), pursuant to which it established the CFD and the Future Annexation Area and authorized the levy of the Special Tax according to the rate and method of apportionment of special tax (the "Rate and Method") set forth in Exhibit B of the Resolution of Formation and an appropriations limit, subject to an election within the CFD on the propositions of levying the Special Tax and establishing the appropriations limit;

(ii) this City Council caused a map of the proposed boundaries of the CFD and the Future Annexation Area to be recorded in the Alameda County Recorder's Office on May 17, 2023, in Book 19 of Maps of Assessment and Community Facilities Districts at Pages 41-42, and, in the Resolution of Formation, this City Council approved the boundaries shown in the map as the boundaries of the CFD and the Future Annexation Area;

(iii) on July 12, 2023, a special election was held among the landowner voters within the CFD at which such voters approved the levy of the Special Tax in accordance with the Rate and Method and the appropriations limit by the two-thirds vote required by the Act, which approval was confirmed by Resolution No. 2023-094, entitled "A Resolution Declaring Results of

Special Landowner Election and Directing Recording of Notice of Special Tax Lien"; and

(iv) on July 26, 2023, this City Council adopted its Ordinance No. 2147, entitled "An Ordinance Levying a Special Tax Within City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)", pursuant to which this City Council authorized and levied the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the Rate and Method, as such Rate and Method may be supplemented in connection with annexations of any parcel or parcels in the Future Annexation Area into the CFD.

In the Resolution of Formation, and in accordance with Section 53339.7 of the Act, this City Council resolved that parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

Section 53339.8 of the Act provides that upon a determination by the legislative body that the area proposed to be annexed is added to the existing community facilities district, the clerk of the legislative body shall record notice of the annexation pursuant to Section 3117.5 of the Streets and Highways Code.

This City Council has been provided with a Unanimous Approval, which Unanimous Approval is attached hereto as Exhibit A, executed by the owner of certain property in the Future Annexation Area that is identified as Assessor's Parcel Number 099-0100-030-08 (the "Annexation Property").

Section 53329.6 of the Act provides that a Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C.

In order to comply with Section 53339.8 of the Act and having determined that the public convenience and necessity require that territory be added to the CFD, this City Council wishes to determine that the Annexation Property is added to the CFD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AS FOLLOWS:

Section 1. Recitals Correct. The foregoing recitals are true and correct.

Section 2. Determination Regarding the Annexation of the Annexation Property. This City Council hereby determines that, having received an executed

Unanimous Approval by the owner of the Annexation Property, the Annexation Property is added to the CFD.

Section 3. Notice of Annexation. This City Council hereby orders and directs the City Clerk to record notice of the annexation pursuant to Section 3117.5 of the California Streets and Highways Code.

Section 4. Effective Date. This resolution shall take effect upon its adoption by this City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Molly A. O'Toole
Molly A. O'Toole
Assistant City Attorney

Exhibit A – Unanimous Approval

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Fallon Enterprises, Inc. - Subarea 1A Phase 1

Annexation No. 4

The Honorable City Council
City of Livermore
1052 S Livermore Ave.
Livermore, CA 94550

Members of the City Council:

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. Property Owner. The undersigned is the owner (the "Property Owner") of fee simple title to the real property identified by the assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this Unanimous Approval. If requested by the City of Livermore (the "City"), the Property Owner has supplied to the City current evidence of its ownership of the Property.

The Property Owner hereby represents and warrants that there are no persons residing on the Property that are registered to vote.

2. Acknowledgement of CFD. The Property Owner acknowledges and understands the following:

(a) The City Council of the City has formed the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for the purpose of financing certain public services (the "Authorized Services") described on Exhibit A hereto and made a part hereof.

(b) The proceedings for the formation of the CFD authorized the City Council to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Rate and Method of Apportionment of Special Tax (the "Existing Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B. The Property Owner acknowledges that the City will create a special account into which the Special Taxes will be deposited for payment of the Authorized Services, when collected, and that the City will prepare the annual report required by Government Code Section 50075.3.

(c) The proceedings for the formation of the CFD authorized the City Council to annex property in the Future Annexation Area to the CFD, without additional public hearings or

additional proceedings, upon unanimous approval of the owner of the property to be annexed as permitted by Section 53339.7(a) of the Act.

(d) The Property is in the Future Annexation Area for the CFD.

3. Unanimous Approval and Vote. This Unanimous Approval constitutes the unanimous approval and vote of the Property Owner in favor of the following matters for the purposes of Section 53339.7 et seq. of the Act and Articles XIIIA and XIIIC of the California Constitution:

a. Annexation: The annexation of the Property to the CFD for the purpose of financing the services described in Exhibit A hereto and made a part hereof .

b. Special Tax: The levy of the Special Tax on the Property to finance the Authorized Services according to the Existing Rate and Method, as further supplemented by the supplement attached hereto as Exhibit C (the "Supplement") and made a part hereof (as so supplemented, the "Rate and Method"). The duration of the Special Tax is perpetual.

c. Appropriations Limit: An initial appropriations limit for the CFD of $3,000,000 (as escalated in accordance with applicable law).

4. Waivers. The Property Owner hereby knowingly, intelligently, voluntarily and irrevocably waives (i) any right the Property Owner may otherwise have to protest or challenge the validity of the proceedings to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and (ii) any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD, the levy of the Special Tax on the Property or the initial appropriations limit for the CFD, (iii) any right the Property Owner may otherwise have to protest or challenge the conduct of (or any defect in) the proceedings to annex the Property to the CFD, approve the levy of the Special Tax on the Property or approve the initial appropriations limit for the CFD, or (iv) all requirements for the form or contents of this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Property Owner acknowledges and understands that a Notice of Special Tax Lien for the CFD (the "Original Notice of Special Tax Lien") was recorded in the Office of the Recorder of the County of Alameda on June 21, 2023, as Document No. 2023070481. The Property Owner hereby authorizes and directs the Clerk of the City Council to execute and cause to be recorded in the office of the County Recorder of the County of Alameda an amendment to the Original Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax. The amendment to the Original Notice of Special Tax Lien shall include the Existing Rate and Method and the Supplement as exhibits thereto. The Property Owner acknowledges and understands that the lien of the Special Tax on the Property is coequal with the lien for ad valorem real property taxes levied by the County on the Property.

6. Disclosures. The Property Owner hereby agrees to provide to any subsequent purchaser of the Property written notice of the annexation of the Property to the CFD, and of the authority of the City Council to levy the Special Tax on the Property pursuant to the Rate and Method, to the extent required by applicable law.

7. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements and to take such additional actions as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

The Property subject to this Unanimous Approval and to be annexed to the CFD, consists of the Assessor's Parcel identified in Exhibit D	The full legal name of the Property Owner is: Fallon Enterprises, Inc., a California Corporation

The foregoing Unanimous Approval is hereby executed this 7 day of March, 2025, in Pleasanton, California.

Fallon Enterprises, Inc., a California Corporation

By: [signature]

Name: Nancy E Bankhead

Title: President.

Declaration

I hereby affirmatively represent and certify that I have taken all necessary steps, and that I am duly authorized, to sign and submit this Unanimous Approval to the City on behalf of the owner(s) of the Property (Assessor's Parcel Number 099 -0100-030-08) to annex the Property to the CFD, and that the City may rely upon my representation to process this Unanimous Approval on behalf of the owner(s) of the Property.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3-7-2025

Name: Nancy E Bunkhead

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS

COUNTY OF Alameda)

On March 7, 2025 before me, A. MacWilliams , Notary Public, personally appeared Nancy E. Bankhead

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

A. MACWILLIAMS
Notary Public - California
Alameda County
Commission # 2502562
My Comm. Expires Oct 20, 2028

EXHIBIT A

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

DESCRIPTION OF SERVICES AUTHORIZED IN THE CFD

Special Taxes collected in the CFD will fund, in whole or in part, the services listed below. Services may be performed inside the CFD and outside the CFD if the City has concluded that such services would benefit the CFD.

Public Street Services

Public Street Services include maintenance and operation of Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan. Public Street Services include, but are not limited to, pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curbs and gutters, street furniture, signage and monuments. The costs of Public Streets Services include any associated electricity, water and other utility costs.

Neighborhood Park Services

Neighborhood Park Services include maintenance and operation of public parks within the Isabel Neighborhood Specific Plan. Neighborhood Park Services include, but are not limited to, landscaping and irrigation, maintenance and operation of park lighting, playground equipment, play fields, parking lots ancillary buildings and structures, sidewalks, fencing, publicly owned masonry walls, public art and other improvements associated with public parks. Neighborhood Park Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Park Services include any associated electricity, water and other utility costs.

Neighborhood Trail Services

Neighborhood Trail Services include maintenance and operation of trails within the Isabel Neighborhood Specific Plan. Neighborhood Trail Services include, but are not limited to, trail restoration and rehabilitation, cleaning and trash pickup.

Neighborhood Plaza Services

Neighborhood Plaza Services include maintenance and operation of public plazas within the Isabel Neighborhood Specific Plan. Neighborhood Plaza Services include, but are not limited to, maintenance and operation of plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with public plaza space. Neighborhood Plaza Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Plaza Services include any associated electricity, water and other utility costs.

Services Related to Pedestrian Bridge/Tunnel Crossing of Isabel Avenue

Services related to Pedestrian Bridge/Tunnel Crossing include maintenance and operation of bridge or tunnel pedestrian surfaces and/or supports, specialty lighting, signage and monuments. Services also

include cleaning and removal of graffiti, trash pickup. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Plaza and Pedestrian Bridges

Services related to Valley Link Plaza include maintenance and operation of Valley Link plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with the Valley Link plaza space. These services include operation and maintenance of pedestrian surfaces and/or supports. Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Parking Lot

Services related to Valley Link Parking Lot include pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curb and gutter, signage and monuments. The costs of these services include any associated electricity, water and other utility costs.

Flood and Storm Protection Services.

Flood and Storm Protection Services include the operation and maintenance of storm drainage systems.

Services Related to Hazardous Substances.

Services related to hazardous substances include removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

Maintenance and Operation of Other Property.

Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Section 53316.2.

"Services has the meaning given that term in the Mello-Roos Community Facilities Act of 1982, as amended (the "Act").

"Maintenance" has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal. The services shall be in addition to those provided in the territory of the CFD before the CFD was created, and the additional services shall not supplant services already available within that territory when the CFD was created.

Special Taxes may be used to fund operating reserves and capital reserves.

Special Taxes may be used to fund "costs" and "incidental expenses" related to the eligible Services as those terms are defined in the Act.

Special Taxes may be levied to cure actual or estimated delinquencies in Special Taxes for the current or previous fiscal years.

Administrative Expenses

The CFD will also finance the expenses incurred by the CFD in administering the CFD, including, but not limited to, the levy and collection of the Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and the Rate and Method, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

EXHIBIT B

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

EXISTING RATE AND METHOD

EXHIBIT C

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

Annexation No. 4

SUPPLEMENT TO EXISTING RATE AND METHOD

SUPPLEMENT NO. 4
(TAX ZONE NO. 5)
TO
RATE AND METHOD OF APPORTIONMENT

This Supplement No. 4 (Tax Zone No. 5) to the Rate and Method of Apportionment (this "Supplement") supplements the Rate and Method of Apportionment (the "Existing Rate and Method," and together with the Supplement, the "Rate and Method") for "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "CFD") as it applies to the property designated as Tax Zone No. 5 ("Tax Zone 5") that is being annexed to the CFD for the purpose of financing certain Isabel Neighborhood Specific Plan Services (each of which constitutes a "Service" as defined in "A Resolution of Formation of a Community Facilities District and Future Annexation Area " adopted as Resolution No. 2023-92 by the City Council of the City of Livermore on June 12, 2023).

This Supplement supplements the Existing Rate and Method by adding Table 5 to Section C.1. of the Existing Rate and Method that will be applicable to Tax Zone 5 only. Except as expressly set forth in this Supplement, all provisions of the Existing Rate and Method shall govern Tax Zone 5.

Capitalized terms that are used but not defined in this Supplement have the meaning given them in the Existing Rate and Method.

TABLE 5
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 5
FISCAL YEAR 2024/25*

Property Type	Maximum Special Tax Rate	Per	Planned Development
Residential Property	$566.32	Unit	31 Units

*On July 1 of each Fiscal Year, commencing on July 1, 2025, the Maximum Special Tax rates for Tax Zone 5 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2023-1 as a result of future annexations.

EXHIBIT D

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

Annexation No. 4

ASSESSOR'S PARCELS CONSTITUTING THE PROPERTY

Assessor's Parcel Number(s)
099 -0100-030-08

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.3**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Primary and Secondary Treatment Improvements Project Number 2019-31.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Primary and Secondary Treatment Improvements Project Number 2019-31.

SUMMARY

On July 25, 2022, the City Council awarded the contract for construction of the Primary and Secondary Treatment Improvements Project to C. Overaa & Co. The contract was substantially completed on December 11, 2024. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The Primary and Secondary Treatment Improvements Project consisted primarily of rehabilitation and process improvements to the primary and secondary treatment processes at the City's Water Reclamation Plant (WRP). Construction activities included demolition, concrete, structural, electrical, and mechanical work at the headworks, influent pump station, odor control treatment system, motor control centers, pre-aeration tanks, primary sedimentation tanks, primary effluent pump station, and a secondary clarifier. The project site is inside the Water Reclamation Plant on West Jack London Blvd. as shown on Attachment 1 – Project Location. The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At the time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must now be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released

upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract amount was $21,999,000. The contingency budget for change orders is 10 percent of the original construction contract amount. The final contract amount including change orders is $23,177,442, which is 5.4 percent above the original contract amount based 68 change orders. The total value of change orders is $1,178,442, which consisted primarily of the following:

- Upgraded products, including electrical components, variable frequency drives, transformers, and slide gates,
- Installation of future electric vehicle charging station infrastructure,
- Differing site conditions, including asbestos abatement, utility conflicts, unforeseen soil conditions, replacement of existing foul air supports to meet current seismic standards, and demolition and replacement of the Primary Effluent Pump Station (PEPs) discharge pipeline, which was found to be critically degraded during temporary bypass and in need of replacement, and
- Required relocation and modification to the Clarifier No. 2 access stairway.

The final bid quantities were as anticipated.

Annual operations and maintenance costs for new equipment are estimated at $22,000 per year. Operations and maintenance costs will be funded from the operating budget with Sewer Operating Fund 620.

COMMUNITY PILLAR

1: A Safe Community That Thrives.

GOAL

11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect and treat wastewater, and comply with all federal, state, and local regulations.

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

Prepared by: Mike Davis
Associate Engineering Technician

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

ATTACHMENT 1
CIP 2019-31 WRP Primary/Secondary Phase 1

Notes:

666.7 0 333.33 666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 4,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.

Prepared:

2/19/2025 3:01:13 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ACCEPTANCE FOR PERMANENT MAINTENANCE, RELEASE OF THE SECURITY BONDS, AND EXECUTION OF A NOTICE OF COMPLETION

(Primary and Secondary Treatment Improvements, City Project No. 2019-31)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Primary and Secondary Treatment Improvements Project 2019-31 ("Project"), has been completed to City standards. The Project is ready for acceptance by the City for routine maintenance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that:

1. The faithful performance bond guaranteeing the Project is hereby released;

2. The labor and materials bond guaranteeing the Project shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all claims filed and of which notice has been given. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given;

3. The security for the guarantee and warranty of work shall remain in effect for one year from the date of this resolution. The contractor is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period;

4. The City hereby accepts the improvements; and

5. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached hereto as Exhibit A and incorporated by this reference.

On motion of Council Member_____, seconded by Council Member_____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti _____
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Notice of Completion

NOTICE OF COMPLETION

City's Project No. 2019-31 Date: April 15, 2025

Project: Primary and Secondary Treatment Improvements

Contractor: C. Overaa & Co.

Contract For Construction of: Primary and Secondary Treatment Improvements

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. 2019-31

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: 7/25/2022

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 12/11/24. Some punch list items were not completed within the specified period per Section 5.2 of the contract. The City elects to accept the Project and record the Notice of Completion and withhold monies as allowed by the California Contract Code, including 150 percent of City's estimated cost to complete the remaining punch list items from Final Payment or Retention as a disputed amount.

ENGINEERING DIVISION
Engineer

By
Dennis Aberion, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

C. Overaa & Co.
Contractor

By
Paul Cassinelli, Project Executive

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 4/15/25. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

I certify (declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Owner:
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

FOR THE CITY OF LIVERMORE

By
Marianna Burch, City Manager Date

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.4**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing a supplemental appropriation of Measure BB-Local Streets and Roads Fund 830, in the amount of $80,000 in FY 2024-25 and authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Railroad Avenue Street Improvements Project 2021-16.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing a supplemental appropriation of $80,000 from Measure BB-Local Streets and Roads Fund 830 to the FY 2024-25 budget for the Railroad Avenue Street Improvements Project 2021-16; and
2. Authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Railroad Avenue Street Improvements Project 2021-16.

SUMMARY

On October 23, 2023, City Council awarded the contract for construction of the Railroad Avenue Street Improvements Project to Redgwick Construction Company. The contract was substantially completed on March 12, 2025, and reached final completion on March 14, 2025. The contract can now be accepted for permanent maintenance and the process to release the contractor's bonds can begin.

A supplemental appropriation of $80,000 from Measure BB-Local Streets and Roads Fund 830 is required to cover final costs associated with rehabilitating the Railroad Avenue/Livermore Avenue intersection, one of the City’s most prominent intersections.

DISCUSSION

The Railroad Avenue Street Improvements Project consisted of a number of improvements on Railroad Avenue between K Street and the entrance to the Livermore Valley Parking Garage. These improvements were required to support Downtown Specific Plan development. Improvements widened the street, extended turn lanes, replaced the sewer, installed crosswalks, modified traffic signals,

upgraded ramps, added landscaping to medians, and resurfaced and restriped the roadway. The project was located on Railroad Avenue, as shown in Attachment 1 - Location Map.

The project originally called for Type II micro-surfacing treatment of the intersection of Railroad Avenue and Livermore Avenue, one of the City's most prominent intersections. However, during construction, after further evaluation of the pavement surface condition at this intersection, it was concluded that the pavement was too deteriorated for micro-surfacing and that the proper treatment was to grind and overlay. This project had the opportunity to save cost and perform this critical improvement with a good contractor and avoided future impacts to the downtown area by starting another Capital Improvement Project. Furthermore, the improvements made were completed before the start of the Downtown's busy holiday season.

The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must now be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of work shall remain in effect for one year from the date of the resolution

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract was $1,849,844. The contingency budget for change orders was 10% of that amount or $200,000, whichever is greater, per Municipal Code 2.68.590B. The final contract amount including change orders is $2,049,827. The total value of change orders is $199,983 which consisted primarily of the following:

- Extending paving limits to accommodate the intersection of Railroad Avenue and Livermore Avenue to the west and include the crosswalk at the parking structure to the east.
- Relocating the sewer line to provide provisions for future development that stays consistent with the Downtown General Plan.

A supplemental appropriation of $80,000 from Measure BB-Local Streets and Roads (Fund 830) in FY 2024-25 is required to cover final costs associated with rehabilitating the Railroad Avenue and Livermore Avenue intersection and to close out the project.

These maintenance improvements and minor roadway geometry modifications will not significantly increase operation, maintenance, and replacement costs.

COMMUNITY PILLAR

5: Inclusive & Inviting Spaces & Places

GOAL

3: Continue to implement the Downtown Specific Plan.

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion

Prepared by: Joe Kuderca
Associate Engineering Technician

Approved by:

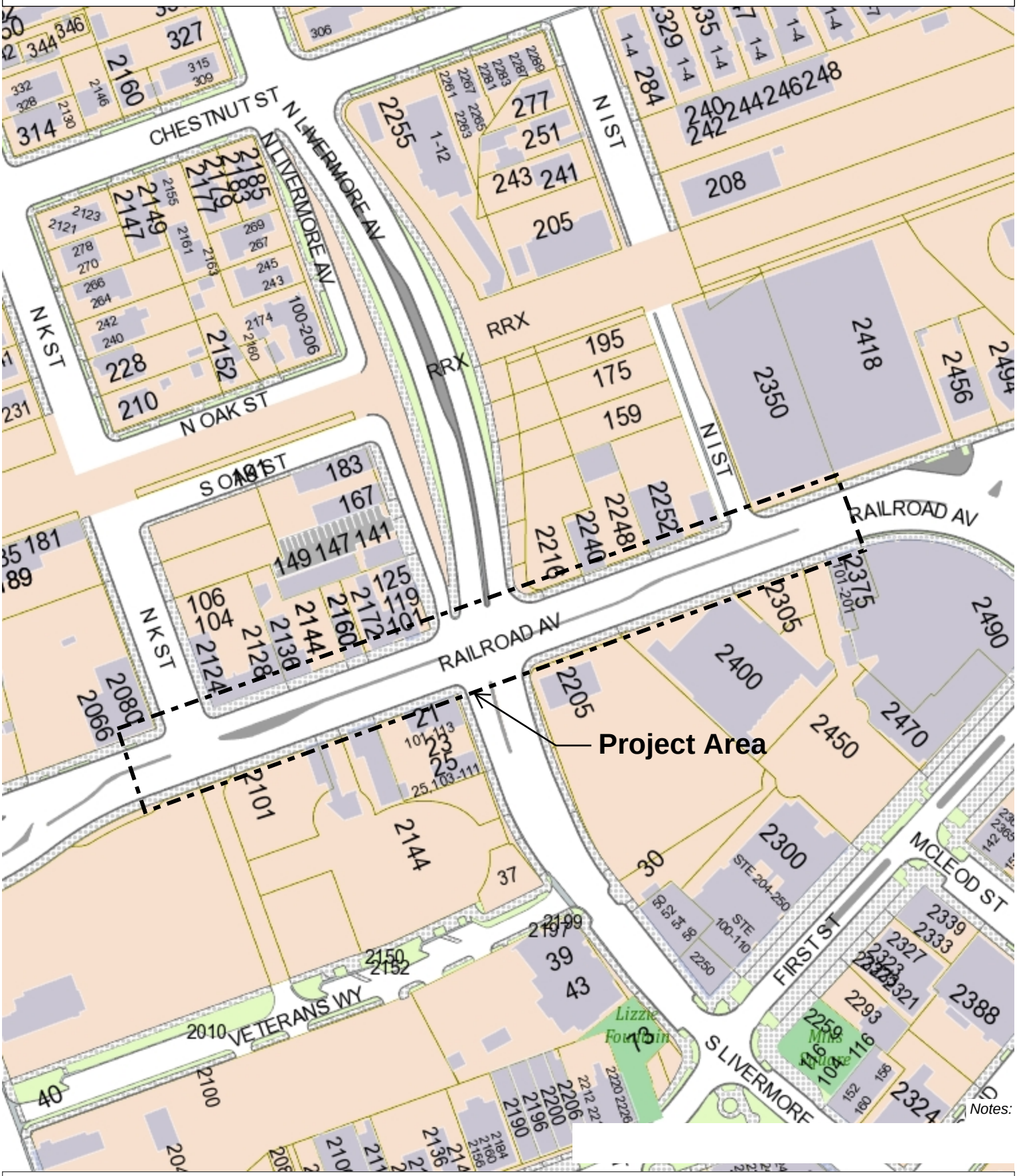
Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Location Map



Notes:

333.3 0 166.67 333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 2,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.

Prepared:

8/30/2023 2:41:05 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF MEASURE BB-LOCAL STREETS AND ROADS FUND 830 IN THE AMOUNT OF $80,000 IN FY 2024-25 AND AUTHORIZING ACCEPTANCE FOR PERMANENT MAINTENANCE, RELEASE OF THE SECURITY BONDS, AND EXECUTION OF A NOTICE OF COMPLETION

(Railroad Avenue Street Improvements Project 2021-16)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Railroad Avenue Street Improvements Project 2021-16 ("Project"), has been completed to City standards. The Project is ready for acceptance by the City for routine maintenance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that:

1. A supplemental appropriation of $80,000 is authorized from Measure BB-Local Streets and Roads Fund 830 to the FY 2024-25 budget for the Railroad Avenue Street Improvements Project 2021-16;

2. The faithful performance bond guaranteeing the Project is hereby released;

3. The labor and materials bond guaranteeing the Project shall, six months after the date of this resolution, be reduced to an amount equal to the amount of all claims filed and of which notice has been given. The balance of the bond shall be released upon the settlement of all such claims and obligations for which the security was given;

4. The security for the guarantee and warranty of work shall remain in effect for one year from the date of this resolution. The contractor is required to reconstruct any deficiencies that occur and to repair or replace defective materials during the maintenance period;

5. The City hereby accepts the improvements; and

6. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached hereto as Exhibit A and incorporated by this reference.

On motion of Council Member_____, seconded by Council Member_____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Notice of Completion

EXHIBIT A

NOTICE OF COMPLETION

City's Project No. 2021-16 Date: April 15, 2025

Project: Railroad Avenue Street Improvements

Contractor: Redgwick Construction Company

Contract For Construction of: Railroad Avenue Street Improvements

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. 2021-16

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: October 23, 2023

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 3/12/25. The project reached Final Completion on 3/14/25 which is within the number of working days required per Section 5.2 of the contract. The city elects to accept the Project and will record the Notice of Completion.

ENGINEERING DIVISION
Engineer

By
Dennis Aberion, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

Redgwick Construction Company
Contractor

By
Bob Rahebi, President

The city accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 4/15/25. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

I certify (declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Owner:
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

FOR THE CITY OF LIVERMORE

By
Marianna Burch, City Manager Date

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.5**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a third amendment to the agreement with HMH Engineers for on-call engineering services, increasing the not-to-exceed contract amount from $1,800,000 to $3,200,000 with a term ending December 31, 2027.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a third amendment to the engineering services agreement with HMH Engineers for additional on-call engineering design services, increasing the not-to-exceed agreement amount from $1,800,000 to $3,200,000.

SUMMARY

HMH Engineers was shortlisted through a Request for Qualifications and Request for Proposal, and they have been providing on-call engineering design services for various capital improvement projects. The third amendment to the on-call agreement will allow HMH Engineers to complete design, environmental and regulatory permitting and provide construction support services for projects such as the Arroyo Road Trail (T-13, Segment B) Project 2019-55, Vasco Road Widening Project 2018-37, 2023 Storm Damage Permanent Repair (Portola Avenue Landslide) Project S202300P, Murrieta Road Settlement Project 2023-25, and East Avenue Corridor ATP Implementation Project 2022-22.

This third amendment increases the not-to-exceed contact amount from $1,800,000 to $3,200,000.

DISCUSSION

On February 10, 2021, the City of Livermore (City) and HMH Engineers entered into an Engineering Services Agreement in the amount of $600,000 to provide on call engineering design services for various capital improvement projects and development projects (Original Agreement). On January 24, 2023, the City Manager executed a first amendment to the Original Agreement to increase the not-to-exceed amount to $1,200,000 and extend the term to December 31, 2025 (First Amendment). On September 10, 2024, the City Manager executed a second amendment to the Original Agreement to increase the not-to-exceed amount from $1,200,000 to $1,800,000, and extend the term from December 31, 2025 to

December 31, 2027 (Second Amendment).

HMH Engineers have been providing engineering design services for various capital improvement projects. Currently they are working on the Arroyo Road Trail (T-13, Segment B) Project 2019-55, Vasco Road Widening Project 2018-37, 2023 Storm Damage Permanent Repair (Portola Avenue landslide) Project S202300P, Murrieta Road Settlement Project 2023-25, and East Avenue Corridor ATP Implementation Project 2022-22 which are in various design development, environmental and regulatory permitting phases.

Coordination with regulatory agencies on some of these projects have been lengthy and complex, requiring additional regulatory meetings, studies and engineering evaluations to develop comprehensive approaches, design solutions, and mitigation measures which requires additional contract budget. Additionally, HMH Engineers was requested to begin preliminary engineering on new projects such as the Storm Damage Permanent Repair (Portola Avenue Landslide) Project S202300P, Murrieta Road Settlement Project 2023-25, and East Avenue Corridor ATP Implementation Project 2022-22. Moving into the final design phase for these projects requires additional contract budget.

The third amendment to the on-call agreement will allow HMH Engineers to continue and complete design, environmental and regulatory permitting and provide construction support services for these projects.

This third amendment to the HMH Engineers agreement increases the not-to-exceed contract amount from $1,800,000 to $3,200,000.

FISCAL AND ADMINISTRATIVE IMPACTS

The third amendment increases compensation by $1,400,000 for a total not-to-exceed amount of $3,200,000. Funding for this amendment will be covered in the approved budgets for various projects in the Capital Improvement Program. No additional appropriation is required.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop, operate, and maintain the City's infrastructure.

ATTACHMENTS

1. Resolution
2. Exhibit A - Third Amendment to Agreement

Prepared by: Leon Taing
Senior Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO THE AGREEMENT WITH HMH ENGINEERS FOR ON-CALL ENGINEERING SERVICES, INCREASING THE NOT-TO-EXCEED CONTRACT AMOUNT FROM $1,800,000 TO $3,200,000 WITH A TERM ENDING DECEMBER 31, 2027

On February 10, 2021, the City of Livermore ("City") entered into an Engineering Services Agreement with HMH Engineers to provide on-call engineering services in the amount of $600,000 with a term ending December 31, 2023 ("Original Agreement").

On January 24, 2023, the City Manager executed a first amendment to the Original Agreement to increase the not-to-exceed amount from $600,000 to $1,200,000, and extend the term from December 31, 2023 to December 31, 2025 ("First Amendment").

On September 10, 2024, the City Manager executed a second amendment to the Original Agreement to increase the not-to-exceed amount from $1,200,000 to $1,800,000, and extend the term from December 31, 2025 to December 31, 2027 ("Second Amendment").

Staff recommends the agreement be further amended to increase the not-to-exceed from $1,800,000 to $3,200,000 to continue to provide design, environmental, and construction support services to support city staff implementation of capital improvement and development projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes the City Manager to execute a third amendment to the engineering services agreement with HMH Engineers, attached hereto as Exhibit A, for additional on-call engineering design services, increasing the not-to-exceed contract amount from $1,800,000 to $3,200,000.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Third Amendment to HMH Engineers Agreement

EXHIBIT A

THIRD AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS THIRD AMENDMENT, is made and entered into this ____ day of _____, 2025, by and between the City of Livermore, a municipal corporation ("City"), and HMH Engineers, a California Corporation ("Consultant").

RECITALS

On February 10, 2021, City and Consultant entered into an agreement in the amount of $600,000 for Consultant to provide on-call civil engineering design and environmental review services for various City capital improvement and miscellaneous development projects for City ("Original Agreement").

On January 24, 2023, the City Manager executed a first amendment to the Original Agreement to increase the not-to-exceed amount to $1,200,000 and extend the term of the Agreement to December 31, 2025 ("First Amendment").

On September 10, 2024, the City Manager executed a second amendment to the Original Agreement to increase the not-to-exceed amount to $1,800,000 and extend the term of the Agreement to December 31, 2027 ("Second Amendment"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to increase the Consultant's compensation to $3,200,000, which will allow HMH Engineers to complete design, environmental and regulatory permitting, and provide construction support services for projects such as the Arroyo Road Trail (T-13, Segment B), Project No. 2019-55, Vasco Road Widening, Project No. 2018-37, 2023 Storm Damage Permanent Repair (Portola Avenue landslide), Project No. S202300P, Murrieta Road Settlement, Project No. 202325, East Avenue Corridor ATP Implementation, Project No. 202222. This is the Third amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement, First Amendment, and Second Amendment are amended as follows:

   A. Section 6 of the Original Agreement is amended to read as follows:

Compensation and Payment.

a) The total compensation payable by the City to Consultant for the Services SHALL NOT EXCEED the sum of $3,200,000 ("not-to-exceed amount").

1. The compensation payable by the City to Consultant for the services required by Exhibit "A" to the Original Agreement SHALL NOT EXCEED $600,000 ("not-to-exceed amount").

2. The compensation payable by the City to Consultant for the services required by Exhibit "A-1" to the First Amendment SHALL NOT EXCEED $600,000 ("not-to-exceed amount").

3. The compensation payable by the City to Consultant for the services required by Exhibit "A-2" to the Second Amendment and Third Amendment SHALL NOT EXCEED $2,000,000 ("not-to-exceed amount").

City shall compensate Consultant for the Services rendered at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" to the Original Agreement, Exhibit "A-1" to the First Amendment, and Exhibit "A-2" to the Second Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts, or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

CONSULTANT: **Dated:**

DocuSigned by:

29CD1EF7C8C9496...

3/17/2025 | 7:44 AM PDT

By: Jon Cacciotti
Title: Principal

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:

Tara Mazzanti

B099F637137704E2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:

Jas Sidhu

A5F7D34BB6A748A...

Risk Manager/Analyst

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.6**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Resolution authorizing execution of an agreement with Republic Services Vasco Road, LLC for the disposal of solid waste through June 30, 2035, and rejecting all other bids for the disposal of solid waste.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution

1. Finding that the Project is categorically exempt under the California Environmental Quality ("CEQA") Guidelines Section 15301, Existing Facilites and Section 15308, Actions by Regulatory Agencies for Protection of the Environment, as well as exempt under CEQA Guidelines Section 15061 (b)(3), Common Sense Exemption;
2. Authorizing the City Manager to execute an agreement with Republic Services Vasco Road, LLC for the Disposal of Solid Waste through June 30, 2035; and
3. Rejecting all other bids for the disposal of solid waste.

SUMMARY

The City of Livermore has been operating under a Disposal Agreement with Republic Services Vasco Road, LLC for the disposal of solid waste, which initially expired on December 31, 2023, and has been extended through short-term agreements to June 30, 2025.

A Request for Proposals for disposal services was released on July 24, 2024. The City received two qualifying responses; Republic Services Vasco Road, LLC and Waste Management Altamont Landfill.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Republic Services Vasco Road, LLC for the disposal of solid waste through June 30, 2035, and reject all other bids for the disposal agreement.

DISCUSSION

At the May 13, 2002, City Council meeting, the City Council entered into an Agreement between the City of Livermore and Republic Services Vasco Road, LLC, for Disposal of Solid Waste for an initial term

beginning January 1, 2004, and expiring on December 31, 2023.

On May 24, 2010, the City Council adopted a resolution approving the Amended and Restated Agreement Between the City of Livermore and Republic Services Vasco Road, LLC for Disposal of Solid Waste (Disposal Agreement).

Livermore Sanitation, Inc., now owned by Waste Connections, is the City's franchise hauler of solid waste, recyclable, and compostable materials. The Franchise Agreement with Livermore Sanitation has a term ending on June 30, 2030. Livermore Sanitation currently collects and transports solid waste to Republic Services Vasco Road, LLC. Recyclable and compostable material are processed elsewhere.

On February 27, 2023, the City Council approved a one-year extension of the Disposal Agreement to December 31, 2024, and directed staff to negotiate with Republic Services Vasco Road, LLC for a longer-term Disposal Agreement. Staff pursued negotiations, but the proposed terms did not meet the City's initial expectations.

On May 13, 2024, the City Council approved a six-month extension of the Disposal Agreement, which now terminates on June 30, 2025. The current total rate for disposal at Republic Services Vasco Road, LLC is $42.79 per ton through June 30, 2025.

On July 24, 2024, staff released a Request for Proposals (RFP), and subsequently received proposals from Republic Services Vasco Road Landfill, LLC and Waste Management Altamont Landfill.

The proposals had similar terms, with the key difference being the rates. The total cost per ton of waste disposed of at the landfill consists of two fees; the Government Fee and the Base Rate. The Government fee is fixed and the Base Rate is compensation for disposal services paid to the landfill facility. Republic Services Vasco Road, LLC proposed a total tipping fee of $50.31 per ton comprising of a $19.93 per ton Government Fee and a $30.38 per ton Base Rate. Waste Management Altamont Landfill proposed a tipping fee of $53.75 per ton comprising of a $20.07 Government Fee and a $34.18 Base Rate.

The key provisions of the proposed Republic Services Vasco Road, LLC disposal agreement include:

- Contract term
  - The contract term is set for 10 years. After that, it will remain in effect until either party provides a five-year notice to terminate. This five-year period ensures the City has ample time to prepare a new RFP for future disposal services.
- Guaranteed lowest rate
  - Republic Services Vasco Road, LLC has guaranteed the lowest rate compared to all other public and private disposal agreements using the Vasco Road Landfill.
- Annual Base Fee Escalation: San Francisco-Bay Area CPI-U
  - The annual tip fee escalation will be tied to the San Francisco-Bay Area Consumer Price Index (CPI), ensuring the rate increases are predictable and aligned with regional inflation.
- Opportunities for partnerships
  - The agreement includes potential for innovative program partnerships and disaster debris management, enhancing the City's long-term sustainability goals and disaster response.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Republic Services Vasco Road, LLC for the disposal of solid waste beginning July 1, 2025, with an initial term ending June 30, 2035, and reject all other bids for the Disposal Agreement.

ENVIRONMENTAL DETERMINATION

The project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15301, Existing Facilities. Under this Categorical Exemption, operation, repair, maintenance, or minor alterations of an existing facility involving negligible or no expansion of existing or former use are exempt.

Additionally, the project qualifies for the Commonsense Exemption under CEQA Guidelines Section 15061(b)(3), which applies when it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment. The disposal of solid waste is not only mandated and regulated by state law but is also an essential service for public health, safety, and welfare. This agreement for a service provider to dispose of solid waste will not result in significant environmental impacts and is therefore eligible for this exemption.

Furthermore, the project is exempt under CEQA Guidelines Section 15308, Actions by Regulatory Agencies for Protection of the Environment. This exemption applies to actions taken to ensure the maintenance, restoration, enhancement, or protection of the environment. The agreement supports environmental protection by incorporating regulatory mandates that ensure compliance with state law for the proper disposal of solid waste in a manner that safeguards the environment.

FISCAL AND ADMINISTRATIVE IMPACTS

The disposal rate increase will have an impact on Livermore Sanitation's rates because landfill disposal charges are a pass-through cost. The increased disposal fee will add approximately 1% to Livermore Sanitation's rates, which are scheduled for review and consideration in May 2025.

PILLAR

3: Environmental Stewardship

GOAL

2: Manage the City's solid waste contract and develop and implement the City's recycling program ensuring compliance with state and local regulations.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Anna Zamboanga
Recycling Specialist

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH REPUBLIC SERVICES VASCO ROAD, LLC FOR SOLID WASTE DISPOSAL SERVICES, REJECTING ALL OTHER BIDS FOR THE DISPOSAL OF SOLID WASTE, AND FINDING THAT THE AGREEMENT IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City's franchise hauler, Livermore Sanitation, Inc., provides solid waste, recyclable materials, and compostable materials services to the City, including the transportation of solid waste to Republic Services Vasco Road Landfill, the closest landfill to the City. This landfill is owned and operated by Republic Services Vasco Road, LLC.

On May 24, 2010, the City and Republic Services Vasco Road, LLC entered into an amended and restated agreement for the disposal of solid waste at the Republic Services Vasco Road Landfill. The term of the agreement was twenty years, expiring on December 31, 2023. Pursuant to the terms of the agreement, the City exercised its option to extend the term of the agreement. The agreement will now expire on June 30, 2025.

On July 24, 2024, the City caused a request for proposals for solid waste disposal services to be issued. The City received two proposals in response—one from Republic Services Vasco Road, LLC and another from Waste Management Altamont Landfill. The proposal from Republic Services Vasco Road, LLC was determined to be the most favorable and best aligned with the City's needs, providing the best service and lowest cost to the community.

The proposed agreement with Republic Services Vasco Road, LLC for solid waste disposal services is for a 10-year term, with an option for either party to terminate the agreement beginning after June 30, 2035. The proposed agreement also guarantees that the lowest rates are made available and provides that annual tip fee escalations are tied to the San Francisco Bay Area Consumer Price Index. The proposed agreement also presents opportunities for innovative partnerships and disaster debris management.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it finds:

1. The proposed disposal agreement is a project under the California Environmental Quality Act ("CEQA").

2. The project is categorically exempt under CEQA Guidelines Section 15301, *Existing Facilities*. Section 15301 of the CEQA Guidelines exempts operation, repair, maintenance, or minor alteration of an existing facility involving negligible or no expansion of existing or former use. The agreement will not expand or alter an existing use.

3. The project is categorically exempt under CEQA Guidelines Section 15308, *Actions by Regulatory Agencies for Protection of the Environment*. Section 15308 of the CEQA Guidelines exempts actions taken to ensure the maintenance, restoration, enhancement, or protection of the environment. The agreement assures the protection of the environment since it contains several regulatory mandates for complying with state law for the disposal of solid waste in a manner that ensures the protection of the environment.

4. The project is exempt under CEQA Guidelines section 15061(b)(3), *Common Sense Exemption.* Section 15061(b)(3) of the CEQA Guidelines exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The disposal of solid waste is not only mandated and regulated by state law, but is an essential service for the public health, safety, and welfare. This agreement for a service provider to dispose of solid waste will not result in significant impacts on the environment and is eligible for the common sense exemption.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it:

1. Authorizes the City Manager, or her designee, to execute an agreement with Republic Services Vasco Road, LLC, attached hereto as Exhibit A, for solid waste disposal services.

2. Rejects all other bids and proposals.

3. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:	APPROVED AS TO FORM:
_____	*/s/ Molly O'Toole*_____
Deborah L. Elam	Molly A. O'Toole
City Clerk	Assistant City Attorney

Exhibit A – Disposal Agreement with Republic Services Vasco Road, LLC

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EXHIBIT A

AGREEMENT

BETWEEN

THE CITY OF LIVERMORE

AND

REPUBLIC SERVICES VASCO ROAD, LLC

FOR

SOLID WASTE

DISPOSAL SERVICES

MARCH 2025

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AGREEMENT
BETWEEN
THE CITY OF LIVERMORE
AND

REPUBLIC SERVICES VASCO ROAD, LLC
FOR SOLID WASTE DISPOSAL SERVICES

THIS AGREEMENT is made and entered into as of _____, 2025 between the City of Livermore, California, a municipal corporation (hereinafter "City"), and Republic Services Vasco Road, LLC, a Delaware Limited Liability Company (hereinafter referred to as "Contractor").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste services within their jurisdiction; and

The State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation, including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), the California Green Building Standards Code (CALGreen), AB 1594 (medium- and heavy-duty zero-emission vehicles, 2023), AB 1201 (bifurcated collection determination, 2021), AB 343 (accurate recycling labels, 2021), and the Plastic Pollution Prevention and Packaging Producer Responsibility Act (SB 54), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and
Pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being requires that an exclusive right be awarded to a qualified contractor to provide for the Disposal of Solid Waste; and other services related to meeting the City's economic and environmental goals; and

The City further declares its intent to approve and maintain reasonable Rates for the Disposal of Solid Waste; and

The City and the Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term

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of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions; and

This Agreement advances the objectives of the Federal government to encourage environmentally sound Solid Waste management pursuant to the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42, U.S.C. Section 6941 et. seq.; and

The City may enter into a contract for the Disposal of all refuse in and from the City and the collection of Rates, and the City Council is authorized to enter into such contract with any terms it deems necessary to protect the best interests of the City; and

This Agreement constitutes a project under the California Environment Quality Act ("CEQA"), was subject to review under CEQA, and was considered categorically exempt under CEQA Guidelines Section 15301, Existing Facilities, and Section 15308, Actions by Regulatory Agencies for Protection of the Environment, as well as exempt under CEQA Guidelines Section 15061(b)(3), Common Sense Exemption; and

The City Council determines that in order to provide adequate Disposal capacity, it is in the best interest of the City to secure a commitment of long-term Disposal capacity subject to the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1.
GRANT AND ACCEPTANCE OF EXCLUSIVE RIGHTS

1.1 GRANT AND ACCEPTANCE OF EXCLUSIVE RIGHTS

By the signing of this Agreement, the City grants to the Contractor and the Contractor accepts an exclusive right to Dispose of all Solid Waste Collected by the City's Collection Company, as defined in Exhibit A of this Agreement.

1.2 SCOPE LIMITATIONS AND EXCLUSIONS

The award of this Agreement shall not preclude Solid Waste listed below from being Disposed by Persons other than the Contractor, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the City, which is otherwise required by law:

A. **Self-Hauled Materials**. Recyclable Materials, Organic Materials, Solid Waste, and C&D Debris Disposed of by a commercial business Owner or Resident generated in or on their own premises with their own vehicle so long as they are in compliance with the Municipal Code.

B. **Donated or Sold Materials**. Any items which are Source Separated at any premises by the Generator and sold or donated to other Persons, including youth, civic, or charitable organizations.

C. **Animal, Grease Waste, and Used Cooking Oil**. Animal waste and/or remains from slaughterhouses or butcher shops, grease, or used cooking oil.

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D. **Sewage Treatment By-Product**. By-products of sewage treatment, including Sludge, Sludge ash, grit, and screenings.

E. **Excluded Waste**. Excluded Waste regardless of its source.

F. **Materials Generated by State and County Facilities.** Materials generated by State and County facilities located in the City, provided that the Generator Self-Hauls, has arranged services with other Persons, or has arranged services with the Contractor through a separate agreement.

G. **Climate and Disaster Resiliency Debris.** Debris generated as result of a wartime, natural, physical, or other disaster that the Collection Contractor is unable to Collect, or the Contractor is unable to Dispose of within a reasonable timeframe as determined by the City, or that the City directs the Collection Contractor or the Contractor to not Collect, Process, or Dispose in accordance with Section 4.3 of this Agreement and in accordance with the Collection Agreement. The City reserves the right to enter into a third-party agreement to provide disaster debris Collection and Solid Waste Disposal services that augment those provided by the Contractor or Collection Contractor.

H. **Processing Residue.** Processing Residue resulting from the Processing of Recyclable Materials and/or Organic Materials Collected by the Collection Company may be disposed under separate arrangements made by the Collection Company or the Collection Company's subcontractor(s).

The Contractor acknowledges and agrees that the City may permit other Persons besides the Contractor to Accept or Dispose of any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of the Contractor. If the Contractor can produce evidence that other Persons are accepting Solid Waste in a manner that is not consistent with this Agreement or the City's Code, the Contractor shall report the location, name, and phone number of the Person or company to the City Contract Manager along with the Contractor's evidence. In such case, the City may notify the Person accepting Solid Waste in violation of the Contractor's rights under this Agreement, and the Contractor shall have the right to take legal action against such Person(s) to enforce its rights under this Agreement.

1.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under the Agreement, the City and the Contractor shall:

A. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement.

B. Provide access to information demonstrating the Party's failure to perform.

C. Provide timely access to the City Contract Manager and the Contractor's designated representative.

D. Provide complete and timely responses to requests made by the other Party.

E. Provide timely notice of matters that may affect either Party's ability to perform under the Agreement.

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ARTICLE 2.
TERM OF AGREEMENT

2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence July 1, 2025 ("Commencement Date") and continue in full force for a period of ten (10) years, through and including June 30, 2035. This Agreement shall continue in full force and effect beyond that initial Term until such time as either Party provides notice to the other Party of its intent to terminate the Agreement, consistent with the requirements of this Section 2.1 of this Agreement.

Either Party, in its sole discretion, may terminate the Agreement, effective on or after the expiration of the initial Term, by providing written notice to the other Party; such notice shall be delivered a minimum five (5) years in advance of the termination date and shall be effective one (1) Day short of five (5) years in the specified termination year, but in no case shall the termination date be before June 30, 2035. As an example, should the termination date be June 30, 2035, such notice shall be provided prior to or on July 1, 2030.

In addition, if at any time during the Term of the Agreement, the Contractor becomes aware of any circumstance, whether as a result of the Contractor's action, inaction, or other action or inaction beyond the reasonable control of the Contractor, that may prevent, impact, or otherwise interfere with the Contractor's ability to continue to guarantee sufficient capacity for the City's Solid Waste for at least the following five (5) years, the Contractor has an affirmative duty to immediately issue a formal notice of insufficient capacity to the City pursuant to this Section 2.1 of this Agreement. Further, if such circumstances cannot be mitigated, the Contractor must issue its notice of intent to terminate to the City Contract Manager in accordance with this Section 2.1 of this Agreement or provide replacement services to the City at no additional cost to the City. The Contractor acknowledges that any notice of intent to terminate provided by the Contractor to the City Contract Manager under this Section 2.1 of this Agreement shall not constitute a waiver of other rights and remedies available to the City for Contractor's failure to perform or in accordance with the rights and remedies available to the City in accordance with Article 10 of this Agreement.

Between the Effective Date and Commencement Date, the Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of the City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by the City.

A. Accuracy of Representations. The Contractor's representations and warranties made in the Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the Effective Date.

B. Furnishings of Insurance and Performance Bond. The Contractor has furnished evidence of the insurance and performance bond required by Article 9 of this Agreement that is satisfactory to the City.

C. Absence of Litigation. To the best of the Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending or threatened against the Contractor wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by the Contractor of its obligations hereunder;

2. Adversely affect the validity or enforceability of this Agreement; or,

3. Have a material adverse effect on the financial condition of the Contractor, or any surety or entity guaranteeing the Contractor's performance under this Agreement.

D. Permits Furnished. The Contractor has provided the City with copies of all permits, including pending permits that may impact current permits, necessary for operation of the Approved Disposal Facility owned or operated by the Contractor for use under the terms of this Agreement.

E. Legal Challenge. The Contractor understands and acknowledges that the award of this Agreement may be subject to review and repeal through a referendum or similar petition, and to various types of legal and environmental challenges (collectively referred to as "Legal Challenges"). Accordingly, this Agreement shall not become effective until the City Manager or the City Manager's designee reasonably determines that: (i) any Legal Challenges that had been initiated as of the time of such determination have been resolved in favor of the City's award of this Agreement to the Contractor; and, (ii) the deadline to initiate any additional Legal Challenges has expired. The Contractor shall be entitled to rescind this Agreement upon thirty (30) calendar days' prior written notice to the City Manager if such determination is not made within seventy-five (75) calendar days after the City Council approves the Agreement. To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify, and defend, with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, representatives, agents, employees, and designated volunteers from and against any and all liabilities, claims, losses, damages, expenses, and costs (including, without limitation, reasonable attorney's fees and costs and litigation fees) (collectively, "Liability") of every nature arising out of or in connection with any Legal Challenges. The Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement.

In the event of any election regarding a Legal Challenge, the City Contract Manager shall meet and confer with the Contractor to determine if the City will hold an election on the Legal Challenge. The Contractor shall have the option of asking the City not to contest the Legal Challenge, but the City retains the complete and absolute discretion to decide whether to conduct an election. If the City decides to conduct an election, the Contractor shall reimburse the City for its reasonable costs of doing so.

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ARTICLE 3.
SCOPE OF AGREEMENT

3.1 SUMMARY SCOPE OF SERVICES

The Contractor shall be responsible for the following:

A. Receiving, Accepting, and safely and lawfully Disposing of Solid Waste at the Approved Disposal Facility in accordance with Article 4 of this Agreement, the Contractor's Proposal (Exhibit F of this Agreement), and Applicable Law. The Contractor's failure to specifically require an act necessary to perform the Disposal Services does not relieve the Contractor of its obligations to perform such act or services.

B. Performing all other services required by this Agreement, including but not limited to, billing, public education, record keeping, and reporting pursuant to Article 4, Article 5, Article 6, and Article 8 of this Agreement.

C. Paying all expenses related to provision of services required by this Agreement, including, but not limited to, taxes, regulatory fees, and utilities.

D. Performing or providing all services necessary to fulfill its obligations in substantial conformance with the Contractor's Proposal, and in full accordance with this Agreement, and the performance standards contained therein, at all times using best industry practice for comparable operations.

E. Complying with all Applicable Laws. The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve the Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7 of this Agreement.

3.2 USE OF APPROVED DISPOSAL FACILITY

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Disposal Facility for the purpose of performing Disposal services under this Agreement. Such decision by the Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

3.3 SUBCONTRACTING

The Contractor is solely responsible for management and oversight of the activities of all Subcontractor(s). The Contractor shall be considered to be in breach or default of this Agreement should the activities of any Subcontractor(s) constitute a breach or event of default under this Agreement.

The Contractor shall not engage a Subcontractor(s) for Post-Collection Services without the prior written consent of the City Contract Manager, which may be granted or denied at the City Contract Manager's sole discretion. As of the Effective Date of this Agreement, the City has approved the Contractor's use of Subcontractor(s) identified in the Contractor's Proposal, included as Exhibit F of this Agreement. Following the Effective Date, if the Contractor plans to engage any Affiliate as a Subcontractor in the provision of services, the Contractor shall provide the City Contract Manager with thirty (30) calendar days' written notice of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. The Contractor must require that all Subcontractors

performing work under this Agreement provide valid certificates of insurance and the required endorsements. If requested, Subcontractors shall provide proof of such insurance and endorsement compliance to the City prior to beginning any work. The Contractor shall determine the appropriate limits of insurance for their Subcontractors. The City's Risk Manager may waive these insurance requirements at the Risk Manager's sole discretion. The Contractor shall require that all Subcontractors comply with all material terms of this Agreement.

3.4 RESPONSIBILITY FOR MATERIALS

Once Solid Waste is delivered to the Approved Disposal Facility and received and Accepted by the Contractor, ownership and the right to possession of Solid Waste will transfer directly from the Collection Company or other Person designated to deliver Solid Waste to the Contractor, with the exception of Excluded Waste, which may be rejected pursuant to Section 5.2.2 of this Agreement. For Solid Waste received at the Approved Disposal Facility, the Contractor may retain, Recycle, Process, Dispose of, and otherwise use the City's Solid Waste in any lawful fashion or for any lawful purpose. Both benefits and Liabilities resulting from ownership, use, and possession of Solid Waste will accrue to the Contractor.

3.5 CITY-DIRECTED CHANGES TO SCOPE

A. General. The City may direct the Contractor to perform additional services or the Contractor may propose additional services. Per-Ton Rates will be increased or decreased, in accordance with this Section 3.5 of this Agreement, to give effect to these adjustments.

At any time during the Term of this Agreement, the City may solicit proposals from other Persons for services not contemplated under this Agreement. In the event that contracting with other Persons for such services will reduce the Contractor's Compensation under this Agreement, as described in Article 8 of this Agreement, the Contractor shall be offered the opportunity to match any other Person's proposed pricing and retain the added scope of services. However, nothing in this Agreement shall prevent the City from contracting with other Persons in the event that the Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person.

B. Proposal for Modification of Services. Within thirty (30) Working Days of the City's request for a proposal or if, at any time, the Contractor chooses to propose additional services, the Contractor shall present its proposal to modify existing Disposal Services, unless an alternate schedule is mutually agreed upon. A written proposal, at a minimum, shall contain a completed description of the following:

1. The reason for the proposed modification of services;
2. Methodology to be employed (changes to equipment, labor needs, staffing, etc.);
3. Equipment to be utilized (equipment number, types, capacity, age, etc.);
4. Labor requirements (changes in number of employees by classification); and,
5. Five- (5-) year projection of the financial results of the program's operations in a balance sheet and operating statement format, including documentation of the key assumption underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing Disposal Services.

C. City's Review. If the City does not review, comment, and approve or disapprove of the modification to the scope of services within ninety (90) Business Days of receiving the Contractor's Change in Scope Proposal, the proposal will be deemed disapproved. The City and the Contractor may mutually agree to extend the time period for review due to the complexity of the scope of service modification under consideration, the time needed for the review or approval, or for other reasonable reasons.

If the City and the Contractor are unable to agree on terms and conditions, including compensation adjustments, of such services within ninety (90) Business Days from the City's receipt of the Contractor's Change in Scope Proposal for such services, the City may permit other Persons to provide such services, provided that such services do not conflict with the exclusivity granted to the Contractor under Section 1.1 of this Agreement. Nothing herein shall prevent the City from soliciting cost and operating information from other Persons in order to inform the City's evaluation of the Contractor's Change in Scope Proposal.

The City may request the assistance of an independent third party to review the proposal. The Contractor shall pay the reasonable costs of that review if the modification to the scope of Disposal Services is initiated by the Contractor. The City shall pay those costs if the modification to the scope of Disposal Services is initiated by the City. The cost of that review will be estimated in advance of the work and provided to the Contractor for: (i) comment; and, (ii) agreement to pay. The Contractor's refusal to pay the reasonable cost of review of a Contractor-initiated proposal shall be grounds for the City's rejection of that proposal.

The City may request, and the Contractor shall provide, the Contractor's operating and business records reasonably required to verify the reasonableness and accuracy of the impacts associated with a modification to the scope of Disposal services. The Contractor shall provide copies of, or access to, such records within fifteen (15) Business Days of the request made by the City or the City's agent.

If the Contractor and the City cannot agree on terms and conditions of services within thirty (30) Business Days of the end of the City's review period described in this Subsection 3.5.C of this Agreement, the City may permit Persons other than the Contractor to provide those services at a location other than the Approved Disposal Facility.

D. Approval of Modification to Scope of Services. If this Agreement has been approved by City Council and there were unforeseen changes in circumstances that require immediate modification, the City Contract Manager shall issue a written notice of the intended modifications to the scope of service and Contractor's obligations under this Agreement, with documentation of any change to the Per-Ton Rates. The Parties shall prepare a written amendment to the Agreement documenting any and all changes resulting from the modification to the scope of services. No adjustment in Per-Ton Rates, change in the Contractor's obligations, or change in scope of Disposal Services shall become effective without City approval or determination per Section 5.4 of this Agreement.

3.6 NO TONNAGE OBLIGATION OR LIMIT ON WASTE PREVENTION OR INNOVATIVE PROGRAMS

Neither the City nor the Collection Company is obligated to deliver any specified quantity of Solid Waste to the Approved Disposal Facility.

The City maintains programs to reduce the amount of waste intended for Disposal, and to encourage activities and innovation related to Climate Change mitigation, such as Carbon Sequestration projects. It is the City's intent to continue to improve, develop, and enhance existing programs as well as to implement new programs and services throughout the Term, as it deems necessary, to meet or exceed mandated Diversion and Climate Change mitigation program requirements and goals established by AB 939 (1989) and subsequent Federal, State, County, or local legislation, including, but not limited to, the requirements of SB 32 (2006), the State's seventy-five percent (75%) Recycling goal established in AB 341 (2011), the programmatic requirements of AB 1826 (2014), the requirements of SB 1383 (2016), the State's carbon neutrality goal by 2045 established by Executive Order B-55-18 (2018), the City of Livermore's Climate Action Plan goal to achieve carbon neutrality by 2045, the requirements of SB 54 (2022), and the Diversion requirements under CALGreen, and other optional innovative programs as determined by the City or its community partners. Nothing in this Section 3.6 of this Agreement requires the Contractor to participate in Climate Change mitigation programs.

The Contractor acknowledges that the characterization and quantity of Solid Waste that is delivered to the Approved Disposal Facility will change over the Term and may, over time, be significantly different than that as of the Commencement Date of the Agreement, but the obligation of the Contractor to Accept the Solid Waste will continue for the Term of the Agreement so long as the Solid Waste conforms to the definitions and requirements of this Agreement and does not constitute Excluded Waste.

Nothing in this Agreement shall, in any manner, prevent, penalize, or impede the City from continuing programs, altering programs, or developing new programs that have the effect of reducing or increasing the amount of Solid Waste Collected and delivered to the Approved Disposal Facility.

ARTICLE 4.
SCOPE OF SERVICES

The Contractor shall perform the Disposal Services and follow the requirements for providing those services described in this Article 4 of this Agreement. More specific requirements for how service shall be provided are described in Exhibit F of this Agreement, the Contractor's Proposal. Failure to specifically require an act necessary to perform the Disposal Services under this Agreement does not relieve the Contractor of its obligation to perform such act.

4.1 APPROVED DISPOSAL FACILITY

A. Use of Approved Disposal Facility. The Contractor shall Accept Solid Waste at the Approved Disposal Facility and shall comply with all material delivery and Acceptance procedures specified in this Agreement.

B. Use of Alternate Disposal Facility. If the Contractor is unable to use the Approved Disposal Facility due to an emergency or sudden and unforeseen Closure of the facility that is outside the control of the Contractor, the Contractor shall immediately notify the City Contract Manager, and shall use the Alternate Disposal Facility as proposed by the Contractor and approved by the City Contract Manager. The Contractor shall continue to use such Alternate Disposal Facility until the Approved Disposal Facility is reopened and the City Contract Manager has approved recommencing use of such facility or until the City Contract Manager directs the Contractor to use another facility. During such time, to the extent feasible, the Contractor shall continue to comply with the requirements of Article 5 of this Agreement.

If the need to use the Alternate Disposal Facility arises for any reason within the Contractor's reasonable control, the Contractor's Compensation shall not be adjusted for any change in transportation or transfer costs associated with the Contractor's use of the Alternate Disposal Facility.

Except for the emergency conditions described in this Section 4.1 of this Agreement, the Contractor shall not change its selection of the Approved Disposal Facility without the City's written approval, which may be withheld in the City's sole discretion. If the Contractor elects to use a facility that is different than the initial Approved Disposal Facility, it shall request written approval from the City Contract Manager sixty (60) calendar days prior to use of the site and obtain the City Manager's written approval no later than ten (10) calendar days prior to use of the site. If the City approves the Contractor's request, the City's approval may be conditioned on such facility's ability to guarantee sufficient Disposal capacity to the City for the Term of this Agreement, and the status of such facility's permits.

The Contractor is solely responsible for ensuring continued availability of the City-approved Alternate Disposal Facility throughout the Term.

4.2 SOLID WASTE DISPOSAL

A. General. The Contractor shall Accept all Solid Waste at the Approved Disposal Facility and shall Dispose of such material in accordance with the Contractor's Proposal as detailed in Exhibit F of this Agreement. The Contractor shall operate the Approved Disposal Facility in accordance with Applicable Law and all standards of performance described in this Section 4.2 and in Article 5 of this Agreement.

B. Capacity Guarantee. The Contractor guarantees sufficient capacity at the Approved Disposal Facility to receive all Solid Waste throughout the Term of the Agreement. Annually, the Contractor shall provide the City with evidence of the current and future capacity of the Approved Disposal Facility in accordance with Exhibit C, Section 3.3 of this Agreement.

C. Disposal Specifications. The Contractors shall operate, manage, and maintain the Solid Waste fill areas, including the placement, burying, and compaction of Solid Waste in the refuse fill areas; stockpiling, placement, and compaction (if necessary) of daily cover, intermediate cover, final cover; and, management of fill operations, including, but not limited to, fill sequencing, side slopes configuration, and working face location and configuration.

The Contractor shall safely and lawfully Dispose of Solid Waste at the Approved Disposal Facility in lined cells meeting requirements of Subtitle D of RCRA, if such cells are required in accordance with Applicable Law.

The Contractor shall operate, maintain, and manage leachate and Landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, on-site roadways, utilities, and any other required Approved Disposal Facility elements.

D. Closure and Post Closure. The Contractor shall safely operate, maintain, and manage the Approved Disposal Facility in compliance with Applicable Law not only during the Term, but also thereafter until and during the Facility Closure and Post-Closure period(s) (including fulfillment of State funding requirements). The Contractor's compliance obligations include compliance with the Closure/Post-

Closure requirements of California's Department of Resources Recycling and Recovery (CalRecycle) throughout the Term of this Agreement and through the required Federal, State, or local Post-Closure period. Provided that the Contractor is the owner and/or operator of the Landfill, even if this Agreement is assigned under the provisions of Section 12.6 of this Agreement, as between the City and the Contractor, the Contractor is responsible, operationally and financially, for: (i) the appropriate Closure and Post-Closure activities of the Facility; and, (ii) the establishment and funding of any reserve funds required by Applicable Law for the purposes of providing funds for the payment of costs of Closure of the Approved Disposal Facility (or any cell within the Approved Disposal Facility) or Post-Closure activities relating to the Approved Disposal Facility. The Contractor shall not hold the City or the Collection Contractor responsible for paying any deficiencies in required reserves. In addition, the Contractor shall not hold the City or the Collection Contractor responsible for making any payments if actual Closure and Post-Closure costs relating to the Approved Disposal Facility exceed the amounts reserved by the Contractor for that purpose. This obligation survives expiration or termination of the Agreement.

4.3 CLIMATE AND DISASTER RESILIENCY

A. Climate and Disaster Resiliency Planning. No less than ninety (90) calendar days prior to the Commencement Date, the Parties shall meet to discuss development of a written plan to address the role of the Contractor in addressing the City's disaster debris management needs related to wartime, natural, physical, or other disaster in, or proximate to, the City, resulting in the declaration of a State of Emergency by the City Manager or the City Council (hereinafter "Climate and Disaster Response Plan"). The Climate and Disaster Response Plan shall also include any measures that may be necessary for the Contractor to take over time to address climate change.

B. Disaster Response Protocol. The Parties shall, prior to the Commencement Date, develop and finalize a protocol that considers the City's emergency operations center procedures and identifies specific communication, logistical actions, and other coordination between the Parties and internal to each Party so that Contractor assistance can occur immediately following the City's declaration of an emergency (hereinafter "Disaster Response Protocol"). The protocol shall become part of the Climate and Disaster Response Plan to be developed by the Parties as provided in this Section 4.3 of this Agreement. The Parties shall review the Protocol no less than annually and revise as warranted.

C. Essential Service. The Contractor acknowledges that it provides an essential service, and that while Disposal services during or following a disaster may be affected by impacts to facilities, equipment, and/or public infrastructure, the Contractor is obligated to take all measures necessary to provide such service in a timely and effective manner in compliance with this Agreement, Section 10.7 of this Agreement notwithstanding.

D. Availability of Contractor's Personnel and Equipment. In event of a State of Emergency declared by the City Manager, the City Council, or another authorized representative of the City, the Contractor shall provide, upon the City request, all equipment, vehicles, and/or personnel normally performing services under this Agreement, for use by the Contractor to keep its facility operational. The City shall not be required to compensate the Contractor for the Contractor's provision of equipment, vehicles, or personnel normally performing services under this Agreement when made available under the City's direction for the Contractor's use during a declared State of Emergency.

E. Contractor Reimbursement for Use of Additional Resources. Should the Contractor provide additional personnel during a declared State of Emergency beyond that normally required to

perform services under this Agreement, the Contractor shall submit to the City detailed records of specific, additional, and reasonable costs and expenses borne by the Contractor in providing such additional equipment, vehicles, and/or personnel. The City shall compensate the Contractor for such documented, reasonable expenses within ninety (90) calendar days of receipt of State and/or Federal emergency agency reimbursement specific to these expenses. Should such reimbursement not occur within five hundred and forty (540) calendar days of the Contractor's complete submission as verified by the City, the City shall compensate the Contractor for such fully documented and undisputed costs. Should any costs borne by the Contractor be disputed by the City as reasonable expenses of providing such additional resources, the Contractor and the City shall resolve such a dispute in accordance with Section 10.9 of this Agreement. The Contractor shall promptly cooperate with City, State and/or Federal reporting and documentation requirements related to the City's receipt of reimbursement, including if the City is pursuing reimbursement after having reimbursed the Contractor. The Contractor shall further comply with all applicable Federal, State, or local funding and accounting requirements that may apply to expenses that will be reimbursed upon notice of the same from the City.

ARTICLE 5.
STANDARD OF PERFORMANCE

5.1 GENERAL

The Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, the Contractor shall perform services in accordance with Disposal Services management practices common to the San Francisco Bay Area.

5.2 OPERATION STANDARDS

5.2.1 Permits

A. Securing Permits. The Contractor shall obtain and maintain at the Contractor's sole cost all permits required under Applicable Law to perform Disposal Services. The Contractor shall provide the City proof of permits and shall demonstrate compliance with the terms and conditions of permits promptly upon request of the City. In its Annual Report or more frequently, as necessary, the Contractor shall inform the City of any permit-related or regulatory concerns and the Contractor's status of securing the issuance, revision, modification, extension, or renewal of permits necessary to address such concerns. Promptly upon the City's direction, the Contractor shall provide the City with copies of permits and any applications or other correspondence that the Contractor submits in connection with securing Permits.

B. Complying with Permits. The Contractor shall at all times provide services in compliance with all Permits, including any mitigation measures related to the operation and maintenance of the Approved Disposal Facility. The Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with or violation of permits or failure to obtain permits.

5.2.2 Rejection of Excluded Waste

A. Inspection. The Contractor shall use standard industry practices to detect and reject Excluded Waste in a uniform and non-discriminatory manner and shall not knowingly Accept Excluded Waste at the Approved Disposal Facility. The Contractor shall comply with the inspection procedure

contained in its permit requirements and in accordance with its operations plan. The Contractor shall promptly modify that procedure to reflect any changes in permits or Applicable Law.

The Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of Excluded Waste; and, (iv) record keeping and emergency procedures. The Contractor's load checking personnel shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures.

B. Remedies for Rejected Materials. If the Contractor identifies Excluded Waste delivered to the Approved Disposal Facility by Collection Company or other Person(s), the Contractor may reject the Excluded Waste and require the Person(s) bringing such Excluded Waste to the Approved Disposal Facility to remove it. The cost of removal and proper handling and Disposal shall be the responsibility of such Person(s) delivering Excluded Waste. The Contractor shall also be entitled to pursue whatever remedies, if any, it may have against Person(s) bringing that Excluded Waste to the Approved Disposal Facility.

Should the Contractor inadvertently Accept in a lawful manner Excluded Waste, as between the City, the Collection Company, and the Contractor, the Contractor shall bear all responsibility for handling, transporting, and Processing or Disposing of such material in accordance with Applicable Law; provided, however, if the Contractor is able to identify the Person(s) who delivered such Excluded Waste to the Approved Disposal Facility, Contractor may pursue whatever remedies it may have again such Person(s), including the reimbursement of all expenses incurred by the Contractor in the identification and removal of such Excluded Waste. The Contractor shall be solely responsible for making arrangements for the final Disposition of Accepted Excluded Waste and all costs thereof.

C. Notification. If the Contractor rejects Excluded Waste delivered by the Collection Company, the Contractor shall notify the City Contract Manager verbally within three (3) Business Days and then follow verbal notifications with a written notice identifying the date and time of occurrence, material type, material weight or volume, characterization of material, the Contractor's reason for rejection of the delivered material, photographs of the material, and the identification number or information of the vehicle that Delivered the material.

5.2.3 Days and Hours of Operation

A. General. The Contractor shall operate the Approved Disposal Facility for the receipt of Solid Waste in accordance with the days and hours of operation set forth in its permits and as specified below.

At a minimum, the Contractor shall Accept Solid Waste at the Approved Disposal Facility from Monday to Friday from 6 a.m. to 4 p.m., and Saturdays from 6 a.m. to 2:30 p.m., except for Holidays.

While the Contractor may increase these hours, the Contractor may not reduce the hours or total number of hours for Acceptance of Solid Waste without the written approval of the City and Collection Company, unless reductions are required by a change in a permit after the Effective Date.

B. Holiday Schedule. The Contractor, at its sole discretion, may choose not to provide Disposal Services on a Holiday. In such event, the Contractor shall provide Disposal Services on the day following the Holiday closure. The Contractor shall not change its designation of Holidays or Holiday-related closures of Approved Disposal Facility without prior, written approval by the City. The Contractor

shall make any requested changes to a Holiday schedule no less than six (6) months in advance of the requested Holiday change.

5.2.4 Equipment and Supplies

The Contractor shall equip and operate the Approved Disposal Facility in a manner to fulfill the Contractor's obligations under this Agreement. The Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Disposal Facility. The Contractor shall modify, enhance, and/or improve the Approved Disposal Facility as needed to fulfill Disposal Services under this Agreement. The Contractor shall provide all equipment, rolling stock, and other supplies as appropriate and necessary to operate the Approved Disposal Facility, including regular operations, Closure, Post-Closure, and environmental monitoring, and provide all Disposal Services required by this Agreement. The Contractor shall place the equipment in the charge of competent operators. The Contractor shall repair, maintain, and as necessary, replace all equipment at its own cost and expense.

5.2.5 Traffic Control and Direction

The Contractor shall construct and maintain all roads required to transport Solid Waste from the Approved Disposal Facility site entrance to scale house and to the actual point of unloading at the Disposal area of the Approved Disposal Facility. The Contractor shall direct on-site traffic to appropriate unloading areas and provide a safe working environment for Approved Disposal Facility users, visitors, and employees. The Contractor shall provide necessary roadways, signs, and personnel to assist drivers to proper unloading areas. The Contractor shall maintain all roadways and signs at the Approved Disposal Facility in a clean and usable condition. The Contractor shall provide and maintain roadways and signs for the convenience of Persons using the Approved Disposal Facility and to facilitate safe and efficient traffic flow at the Approved Disposal Facility.

5.2.6 Vehicle Turnaround Times

A. **General**. The Contractor shall maintain a maximum vehicle turnaround time of twenty-five (25) minutes for Collection Company delivery of Solid Waste to the Disposal Facility. Failure to meet this guaranty shall result in a default of the Contractor's performance obligations under this Agreement. The Contractor shall have a twenty-four (24) hour period to cure this breach before Liquidated Damages are assessed in accordance with this Section 5.2 and Section 10.6 of this Agreement.

B. **Guaranteed Collection Vehicle Turnaround Time**. The Contractor shall operate the Disposal Facility so that all Collection Company vehicles are processed, unloaded, and exited from the Disposal Facility property in a timely manner such that the maximum turnaround time is no more than twenty-five (25) minutes per Collection Company vehicle. The vehicle turnaround time shall be the elapsed time from the vehicle receiving the weight ticket at the Approved Disposal Facility to the vehicle leaving the Approved Disposal Facility property and crossing the scales.

C. **Supporting Documentation.** Upon the City's request, the Contractor shall provide the City with reports, access to electronic scale house system records, and/or on-site camera recordings to determine actual vehicle turnaround times. The Contractor acknowledges that the City may conduct on-site surveys to verify compliance with the guaranteed vehicle turnaround times for Collection Company's vehicles. The Contractor acknowledges that the City may also use GPS (global positioning system) records provided by Collection Company for Collection Company's vehicles to calculate actual vehicle turnaround times. At the Contractor's option, the Contractor may, at its own cost, implement and maintain a technology-based vehicle tracking system of recording inbound and outbound Collection Company's vehicle times (such as a system that uses RFID vehicle tags and RFID

readers). Such system shall not inconvenience the Collection Company or the City or delay Collection Company's vehicles from arriving and departing the Disposal Facility.

D. Complaint Resolution. The Contractor shall respond within five (5) Business Days to any written Complaint received from the City or Collection Company related to vehicle turnaround times. The Contractor shall work directly with the Collection Company to identify and resolve issues that are causing vehicle turnaround times to extend beyond the maximum vehicle turnaround time stated in Subsection 5.2.6.B of this Agreement. The Contractor may provide evidence disputing any Complaint received by the Collection Company provided the evidence is in the form of camera recordings of Collection Company's vehicle(s), scale house records, or other documentation of the Collection Company's arrival and departure times from the Disposal Facility. The Contractor's evidence shall be presented no later than ten (10) Business Days after receipt of the Collection Company's or the City's written notice of Complaint(s). The City shall review evidence provided by both the Contractor and the Collection Company and provide written notice of the City's determination that the Complaint was valid or invalid. The Liquidated Damages payment shall be paid in accordance with Section 10.6 and Exhibit E of this Agreement for each Collection Company vehicle with a Turnaround Time greater than the Maximum Vehicle Turnaround Time. The Liquidated Damage amount shall be adjusted annually thereafter by CPI.

E. Consequences for Failure to Meet the Guaranteed Vehicle Turnaround Times. Should the Contractor fail to meet the guaranteed maximum turnaround times for Collection Company's vehicles described in this Section 5.2 of this Agreement, Liquidated Damages may be assessed by the City in the amounts stated in Exhibit E of this Agreement unless the Contractor proves to the reasonable satisfaction of the City that a Complaint regarding a Collection Company's vehicle turnaround time exceeding the guaranteed vehicle turnaround time was not valid pursuant to Subsection 5.2.6.D of this Agreement above.

F. Assessment of Liquidated Damages. The City understands that a failure by the Contractor to meet the maximum vehicle turnaround time incurs damages upon the Collection Company and shall therefore provide notice of its intent to assess Liquidated Damages to the Contractor within sixty (60) Business Days of the City becoming aware of the Contractor's failure to meet the Maximum Vehicle Turnaround Time. The assessment of Liquidated Damages shall be made in accordance with Section 10.6 of this Agreement and collected by the City on behalf of the Collection Company.

5.2.7 Scale Operation

A. Maintenance and Operation. The Contractor shall maintain at least two (2) State-certified motor vehicle scales at the Disposal Facility in accordance with Applicable Law. The Contractor shall link all scales to a centralized computer recording and billing system that shall be compatible with the Contractor's systems and account for tracking all incoming and outgoing materials. The Contractor shall operate those scales during the Disposal Facility receiving hours established in Section 5.2.3 of this Agreement. The Contractor shall provide the City with: (i) access to weighing information at all times; and, (ii) copies thereof on the next Working Day following the City's request.

B. Tare Weights for Collection Company Vehicles. Within thirty (30) calendar days prior to the Commencement Date, the Contractor shall coordinate with the Collection Company to ensure that all Collection vehicles used by Collection Company to Deliver Solid Waste to the Disposal Facility are weighed to determine unloaded ("tare") weights. The Contractor shall: (i) electronically record the tare weight; (ii) identify the vehicle as Collection Company owned; and, (iii) provide a distinct vehicle identification number for each vehicle. The Contractor shall provide the City with a report listing the

vehicle tare weight information upon request. The Contractor shall promptly coordinate with Collection Company to weigh additional or replacement Collection vehicles prior to Collection Company placing them into service. The Contractor shall check tare weights at least annually, or within fourteen (14) calendar days of the City's request and shall coordinate with the Collection Company to re-tare vehicles immediately after any major maintenance service on a Collection vehicle.

C. Substitute Scales. If any scales are inoperable, being tested, or otherwise unavailable, the Contractor shall use reasonable business efforts to weigh vehicles on the remaining operating scales. To the extent that all the scales are inoperable, unavailable due to testing, or otherwise unavailable, the Contractor shall substitute portable scales until the permanent scales are replaced or repaired. The Contractor shall arrange for any inoperable scale to be repaired as soon as possible and, in any event, within seventy-two (72) hours (excluding Holidays) of the failure of the permanent scale. If repairs to the permanent scale are projected to take more than twelve (12) hours, the Contractor shall immediately obtain a temporary substitute scale(s).

The Contractor shall provide back-up generator(s) capable of supplying power to the scales in the event of a power outage.

D. Estimates. Pending substitution of portable scales or during generator outages, the Contractor shall estimate the Tonnage of Solid Waste delivered to the Disposal Facility by utilizing the arithmetic average of each vehicle's recorded Tons of the Solid Waste delivered on its preceding three (3) deliveries, on the same calendar day of the week, to the Approved Disposal Facility. The Contractor shall continue to record all information required by this Section 5.2 of this Agreement for each delivery of Solid Waste to the Approved Disposal Facility and each transported load of Solid Waste during any period the scales are out of service.

E. Testing. The Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least every twelve (12) months. Upon the City's request, the Contractor shall promptly provide the City Contract Manager with copies of test results. The Contractor shall further test and calibrate any or all scales within three (3) Working Days of the City's request. If test results indicate that the scale or scales complied with Applicable Law, the City shall reimburse the Contractor for the direct costs of the tests. If the test results indicate that the scale or scales did not comply with Applicable Law, the Contractor shall bear the direct costs of the tests. Thereafter, the Contractor shall, at its own cost, adjust and correct all weight measurements recorded and Per-Ton Rates calculated, charged, and paid per the results of the test. The Contractor shall reimburse the City for any additional Per-Ton Rates charged, starting with the date of the City's request to the date the scales were tested and recalibrated.

F. Weighing Standards and Procedures. The Contractor shall use the Approved Disposal Facility's entry scale(s) located at the scale house to weigh vehicles and charge Per-Ton Rates. The Contractor scale house personnel shall be responsible for inspecting Solid Waste delivered to the Disposal Facility. The Contractor shall charge the Per-Ton Rate approved by the City for each material type delivered by the Collection Company. The total Rate charged per load of Solid Waste shall be based on the material type and the total Tonnage of Solid Waste in the Collection Company's vehicle. The Contractor shall weigh and record inbound weights of all Collection Company's vehicles when the vehicles arrive at the Approved Disposal Facility and weigh and record outbound weights of vehicles for which the Contractor does not maintain tare weight information. The Contractor shall provide each driver a receipt showing the date, time in, time out, Facility name and address, ticket number,

operator identification, customer number, payment method, vehicle identification, waste origination, total amount due, a description of weight codes where applicable, material types, gross weight, tare weight, net weight, quantity of Solid Waste that the vehicle delivered to the Approved Disposal Facility, and the Per-Ton Rate charged.

G. **Records**. The Contractor shall maintain scale records and reports that provide information including date of receipt, inbound time, inbound weights of vehicles, vehicle identification number, jurisdiction of origin of materials received, type of material, hauler identification and/or classification, type, weight, and all other information as required in accordance with Article 6 of this Agreement.

H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Disposal Facility, the Contractor shall make those videos available for the City's review during the Approved Disposal Facility's operating hours, upon request of the City, and the Contractor shall provide the name of the driver of any particular load if available. The City acknowledges that the Contractor only maintains limited video storage capacity and that older video records are overwritten when storage capacity is reached.

I. **Establishing Weight of Solid Waste Delivered by Non-Weighed Vehicles**. The Contractor shall estimate the Tonnage of Solid Waste delivered by Self-Haul automobiles, vans, and pickup trucks with beds eight (8) cubic yards or less of capacity. The Tonnage of such materials delivered by each Self-Haul vehicle that is not weighed shall be calculated by multiplying the volume of materials delivered in each Self-Haul vehicle (as estimated or measured by the gate house attendant on a cubic-yard basis) by the factors listed in the table below.

Volume-to-Weight Conversion Factors

Material Type	Conversion
Solid Waste	0.25 Tons per cubic yard

5.2.8 Safety

The Contractor shall perform all Disposal Services in a safe manner, in accordance with Applicable Law and insurance requirements provided in Article 9 of this Agreement.

5.2.9 Due Diligence

The Contractor acknowledges that management of Solid Waste is a public health and safety concern. It agrees that it will exercise due diligence in performing Disposal Services.

5.2.10 Right to Enter Facility and Observe Operations

The City and its designated representative(s) may enter, observe, and inspect both the Approved Disposal Facility and the Alternate Disposal Facility at any time during operations and meet with either facility manager(s) or their representatives upon advance request of at least seventy-two (72) hours, provided that the City and its representatives comply with the Contractor's reasonable safety and security rules and do not interfere with the work of the Contractor or its Subcontractors.

The Contractor acknowledges that the City, other governmental agencies, or Extended Producer Responsibility Programs may wish to perform generation and characterization studies periodically with respect to materials covered under this Agreement. The Contractor agrees that upon direction from the

City, the Contractor shall participate in and cooperate with the City and other such agencies to perform studies and data collection exercises at the Approved Disposal Facility and/or Alternate Disposal Facility, as needed, to determine weights, volumes, and composition of materials generated, Disposed, and diverted.

5.3 PERSONNEL

A. General. The Contractor shall engage, train, and maintain qualified and competent employees, including managerial, supervisory, clerical, maintenance, and operating personnel, in numbers necessary and sufficient for operation of Disposal Facility and to perform Disposal Services required by this Agreement in a safe and efficient manner. The Contractor shall designate at least one (1) qualified employee as the City's primary point of contact with the Contractor who is principally responsible for facility operations and resolution of service requests and Complaints. Such individual shall be empowered to negotiate on behalf of and bind the Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters which may arise during the Term of this Agreement.

The Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. The Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation or gratuity from Collection Company or members of the public.

B. Driver and Equipment Operator Qualifications. All drivers must have in effect a valid driver's license, of the appropriate class, issued by the California Department of Motor Vehicles. The Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety. All equipment operators shall be appropriately licensed and/or credentialed, as required by law or the Contractor's policies, for the type and size of equipment they will operate at all times.

C. Safety Training. The Contractor shall provide suitable operational and safety training for all of its employees who operate vehicles or equipment. The Contractor shall train its employees involved in load inspections to identify, and not to Accept, Excluded Waste. Upon the City Contract Manager's request, the Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

D. Key Personnel. The Contractor shall make every reasonable effort to maintain the stability and continuity of the Contractor's staff assigned to perform the services required under this Agreement. The Contractor shall notify the City Contract Manager of any changes in the Contractor's key staff assigned to perform the services required under this Agreement. Contractor shall obtain approval from the City Contract Manager for all proposed key staff member changes prior to their performance of any services under this Agreement. Key staff shall include the General Manager of the Approved Disposal Facility and the Contractor's District/Area Manager.

Notwithstanding the City's approval of the Contractor's personnel, the Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall the Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and the Contractor shall at all times ensure that its personnel fully comply with Applicable Law.

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E. Wages and Benefits. If applicable, the Contractor shall ensure that all work performed under this Agreement, and for which the Contractor receives compensation, is provided in compliance with the requirements of the California Labor Code, including, but not limited to, hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, the Contractor shall comply with all prevailing wage laws, such as Sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour laws. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, the Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

5.4 CONTRACT MANAGEMENT

The City has designated staff, the City Contract Manager, to be responsible for the monitoring and administration of this Agreement. The Contractor shall designate an employee to serve as the Contractor's Contract Manager, to be responsible for working closely with the City Contractor Manager in the monitoring and administration of this Agreement. The Contractor shall provide the City with a direct phone and email address for the Contractor's selected Contract Manager and such manager shall be available to the City Contract Manager during all business hours as defined in Section 5.2.3 of this Agreement.

The Contractor's Contract Manager shall meet and confer with the City Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective manner that is consistent with the stated objectives of this Agreement.

From time to time, the City Contract Manager may designate other agents of the City to work with the Contractor on specific matters. In such cases, those individuals should be considered designates of the City Contract Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted to the City Contract Manager. In the event of a dispute between the City Contract Manager's designate and the Contractor, the City Contract Manager's determination shall be conclusive.

In the event of dispute between the City Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement, the City Contract Manager's determination shall be conclusive except where such determination results in a material impact to the Contractor's revenue and/or cost of operations. In the event a dispute between the City Contract Manager and the Contractor results in such material impact to the Contractor, the provisions of Section 10.9 of this Agreement shall apply. For the purposes of this Section 5.4 of this Agreement, "material impact" is an amount equal to or greater than fifty thousand dollars ($50,000) per year.

Should a change in the Contractor's obligations or change in scope of Disposal Services become necessary that result in an adjustment in Per-Ton Rates per Subsection 3.5.D of this Agreement, the City Contract Manager shall have the authority to administratively approve such change in Contractor's obligations or scope of Disposal Services on a short term basis, pending final approval or determination by City Council.

The City Contract Manager or their designate shall have the right to observe and review the Contractor operations and enter premises for the purposes of such observation and review, including review of the Contractor's records, during reasonable hours with reasonable notice. In no event shall the Contractor

prevent access to such premises for a period of more than three (3) calendar days after receiving such a request from the City Contract Manager.

The Contractor shall maintain an after-hours telephone number allowing twenty-four (24) hour per day access to the Contractor's Contract Manager, or designate, by the City Contract Manager in the event of an emergency involving the Contractor's equipment or services, including, but not necessarily limited to, fires, blocked access, or property damage.

ARTICLE 6.
RECORD KEEPING AND REPORTING

6.1 RECORD KEEPING

The Contractor shall maintain accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting under this Agreement, Applicable Law, and to demonstrate compliance with this Agreement. Unless otherwise required in this Article 6 of this Agreement, the Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement, plus five (5) years after the Agreement's expiration or earlier termination. Records and data shall be in chronological order, an organized form, and readily and easily interpreted. Any records shall be retrieved and made available within ten (10) Working Days of a request by the City Contract Manager. The Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically maintained data and records shall be protected and backed up. To the extent that the Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, the Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all required data. The City shall have the right to inspect all documents upon which the representations contained in monthly and annual reports are based.

The City views its ability to defend itself against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and RCRA, and related litigation as a matter of great importance. For this reason, the City highly regards its ability to prove where Solid Waste is Disposed. Therefore, the Contractor shall maintain records that can establish where Solid Waste was Disposed. These records shall include, without any requirement for a confidentiality agreement or claim of proprietary/trade secret protection, the Person delivering the material, the reported origin of the material, and any other information required to support the Contractor's reports provided to the City Contract Manager. This provision shall survive the expiration or earlier termination of this Agreement. The Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. The Contractor shall provide these records to the City Contract Manager (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

6.2 REPORT SUBMITTAL REQUIREMENTS

The Contractor shall submit monthly reports no later than fifteen (15) calendar days after the end of each month. The Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year. Monthly and annual reports shall, at a minimum, include all data and information as described in Exhibit C of this Agreement. Additionally, upon request by the City, the

Contractor shall provide any data, described in Exhibit C of this Agreement, required to respond to requests by local, regional, or State agencies within five (5) Business Days of the request.

The Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City Contract Manager, in their sole discretion. The City Contract Manager may, from time to time during the Term, review and request changes to the Contractor's report formats and content and the Contractor shall not unreasonably deny such requests. The Contractor shall submit all reports to the City Contract Manager electronically via email using software acceptable to the City.

The City reserves the right to require the Contractor to provide additional reports or documents, or to provide earlier submittal of scheduled reports (e.g., to meet State reporting timelines for SB 1383) as the City Contract Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

6.3 LATE AND INCORRECT REPORTS

If the Contractor does not submit the required report on the due date, the Contractor shall pay to the City Liquidated Damages in accordance with Section 10.6 and Exhibit E of this Agreement. The Liquidated Damage amount shall be adjusted annually thereafter by the Annual Percentage Change of the CPI-U, as described in Section 8.3 of this Agreement. If the City provides notice to the Contractor of a late Annual or Monthly Report thirty (30) calendar days after the report due date, the Contractor shall submit the report to the City within fourteen (14) calendar days of the notice date. If the report is received on or before the fourteenth (14th) calendar day, Liquidated Damages shall be limited to the amount due for the initial thirty (30) calendar days. If the report is not received within the fourteen- (14-) calendar day period, the City may assess Liquidated Damages for each calendar day the report is late after the fourteen- (14-) calendar day period following the notice. In such case, the number of days for which Liquidated Damages may be assessed shall equal the sum of the initial thirty (30) calendar days and the additional days the report is late following the fourteen- (14-) calendar day period after the City's notice. Liquidated Damages shall be assessed in accordance with Section 10.6 and Exhibit E of this Agreement.

If the City identifies an error in a report or omission of required information, the City may assess Liquidated Damages in accordance with Section 10.6 of this Agreement and the Contractor shall pay the Liquidated Damages. The Liquidated Damages for an inaccurate or incomplete report shall be in accordance with Section 10.6 and Exhibit E of this Agreement. The Contractor shall be given five (5) Working Days to correct the report from the date of the City's initial notice. If the Contractor fails to correct the report on or before the fifth (5th) Working Day, the City may assess a Liquidated Damage amount per Working Day for each day beyond the cure period until such time the Contractor submits a corrected report, as determined by the City. For example, if a report is inaccurate and the Contractor takes seven (7) Working Days to submit a corrected report after the City's notice, the total Liquidated Damages due shall be a total of one thousand five hundred dollars ($1,500), which is five hundred dollars ($500) for the initial occurrence plus one thousand dollars ($1,000) for the extra two (2) Working Days to correct. Assessment and payment of the Liquidated Damages described in this paragraph shall be performed in accordance with Section 10.6 of this Agreement.

If the Contractor identifies an error in a report it submitted to the City, the Contractor shall notify the City Contract Manager of the error and submit a corrected report within fifteen (15) calendar days of the notice to the City. The City agrees to waive Liquidated Damages in the event the Contractor self-identifies an error and submits the corrected report within fifteen (15) calendar days of the Contractor's notice to the City. If the Contractor identifies an error in a resubmitted report to the City Contract Manager,

subsequent correction periods shall not be provided in addition to the first fifteen (15) calendar day correction period. If the Contractor is late in submitting the corrected report, the City may assess Liquidated Damages for the late report as outlined in the paragraph above.

6.4 LIVERMORE WASTE EQUALIZATION CHARGE ("LWEC") QUARTERLY REPORTS

The Contractor shall provide the amount of the LWEC collected on a quarterly basis, the number of Tons diverted by the Contractor's Construction Debris Recycling operation, and the number of Tons of Residue generated by the Construction Debris Recycling operation. The report will reflect the mutually-agreed-upon conversion as identified in Section 8.7 of this Agreement.

6.5 ANNUAL REPORT OF LANDFILL ACTIVITY

The City has entered into this Agreement to ensure sufficient Disposal capacity. The Contractor and the City both acknowledge the Term of this Agreement per Article 2 of this Agreement. In order for the Contractor to guarantee Disposal capacity to the City for the Term of the Agreement, inclusive of the period following notice of annual report of Landfill activity, the Contractor shall provide sufficient assurances to the City as to the Contractor's remaining Disposal capacity reserved for the City's Solid Waste. Accordingly, the Contractor agrees to provide detailed reports on its projected remaining capacity, inclusive of the City's Solid Waste and all its other contractual capacity guarantees to other entities as detailed in Exhibit C of this Agreement.

6.7 CLOSURE OF LANDFILL

The Closure and Post-Closure maintenance plans have been submitted to and approved by the State and local permit enforcement agencies having jurisdiction over the Landfill. The Contractor has submitted evidence to the appropriate governing authorities of adequate provisions to finance the Closure and Post-Closure maintenance of the Landfill and these arrangements have also been approved by the State and local permit enforcement agencies having jurisdiction. The mechanism that the Contractor currently utilizes to meet the State's requirement of financial assurance for Closure is a certificate of insurance in the amount of fourteen million six hundred fifty-six thousand six hundred sixty-seven dollars and ninety-two cents ($14,656,667.92) and the mechanism the Contractor currently utilizes to meet the State requirement of financial assurance for Post-Closure maintenance is a certificate of insurance in the amount of twenty million four hundred twenty-nine thousand four hundred seventy-eight dollars and nineteen cents ($20,429,478.19). The Contractor may change either or both mechanisms to another legally authorized mechanism if the change is approved by CalRecycle.

ARTICLE 7.
CITY REIMBURSEMENTS

7.1 CITY RIGHT TO ESTABLISH FEES

The City retains the right to establish fees on Disposal activities, and to adjust such fees during the Term of this Agreement. Such fees shall be established and adjusted as part of the Government Fee Component of the then-applicable Per-Ton Rate as provided in Article 8 of this Agreement.

7.2 OTHER REIMBURSEMENTS

The City shall reserve the right to set "other" reimbursements, as it deems necessary. The amount, time and method of payment, and adjustment process shall be set in a manner similar to that for other reimbursements described in this Article 7 of this Agreement.

7.3 ADJUSTMENT TO REIMBURSEMENTS

The City may set other reimbursements or adjust the reimbursements established in this Article 7 of this Agreement from time-to-time during the Term of this Agreement and such other reimbursements and adjustments shall be considered an allowable cost of business not subject to profit mark-up and subject to the specific methodology as described in Section 8.3.E of this Agreement.

7.4 PAYMENT SCHEDULE AND LATE FEES

Within twenty-five (25) calendar days of the end of each calendar quarter, during the Term of this Agreement, the Contractor shall remit to the City all reimbursements as described in this Article 7 of this Agreement. Such reimbursements shall be remitted to the City and sent or delivered to the City Contract Manager. If such remittance is not paid to the City on or before the twenty-fifth (25th) calendar day following the end of a calendar quarter, all reimbursements due shall be subject to a delinquency penalty of two percent (2%), or maximum permitted by law, which attaches on the first (1st) day of delinquency. The delinquency penalty shall be increased an additional two percent (2%), or maximum permitted by law, for each additional month the payment remains delinquent.

Each quarterly remittance to the City shall be accompanied by a statement listing the amount of each reimbursement paid and the calculation of each reimbursement. The City Contract Manager may, at any time during the Term, request a detailed calculation of Gross Receipts for each billing period. The Contractor shall maintain all supporting documents and calculations for each payment made to the City as required by Section 6.1 of this Agreement.

The City Contract Manager may, at any time during the Term, perform an audit of the Contractor's billings and payment of reimbursements. The Contractor shall cooperate with the City Contract Manager in any such audit. Should the City or its agent perform this review and identify errors in payment of reimbursements valued at one percent (1%) or more for the period reviewed, the Contractor shall, in addition to compensating the City for lost reimbursements, reimburse the City's actual cost of the review.

ARTICLE 8.
CONTRACTOR'S COMPENSATION AND RATE SETTING

8.1 GENERAL

The Contractor's Compensation for performance of all its obligations under this Agreement shall be Per-Ton Rates, paid to the Contractor by the Collection Company in exchange for services provided. The Contractor's Compensation provided for in this Article 8 of this Agreement shall be the full, entire, and complete compensation due to the Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, and Disposal fees, the City reimbursements, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed and in accordance with Applicable Law. Nothing herein shall obligate the City to provide any compensation directly to the Contractor. The Contractor's Proposal

(Exhibit F of this Agreement), from which initial Rates are determined, assumes compliance with Applicable Law and associated implementing regulations, including, but not limited to, AB 1201, SB 54, SB 343, and the Advanced Clean Fleets Rule, as they may be further promulgated, amended, or replaced from time to time. Any future adjustments to the Contractor's Compensation due to a Change in Law shall be made in accordance with Section 8.4.E of this Agreement.

If the Contractor's actual costs, including fees due to the City, are more than the Per-Ton Rates, the Contractor shall not be compensated for the difference in actual costs and actual Per-Ton Rates. If the Contractor's actual costs are less than the actual Per-Ton Rates, the Contractor shall retain the difference provided that the Contractor has paid the City reimbursements pursuant to Article 7 of this Agreement.

Under this Agreement, the Contractor shall have the right and obligation to charge and collect from the Collection Company Per-Ton Rates approved by the City for provision of services under this Agreement. The Rates for Rate Period One are based on the Contractor's Proposal. The Contractor's proposed costs and operating assumptions for Rate Period One are presented in Exhibit F1 of this Agreement.

8.2 REMITTANCES TO CONTRACTOR

Each month, within five (5) Business Days after the last day of the preceding month, the Contractor shall provide to the Collection Company an invoice detailing the total Tons delivered to the Approved Disposal Facility from the City Service Area by the Collection Company, and the resulting monies owed to the Contractor, based on the then-current Per-Ton Rates. The Contractor shall be responsible for collecting payment for Disposal Services directly from the Collection Company. The Contractor shall cooperate with the Collection Company as needed to calculate and/or reconcile remittance amounts.

In the event that there is a dispute by the Collection Company over the amount of an invoice, the Contractor shall work diligently with Collection Company to expeditiously resolve the dispute in accordance with Section 10.10 of this Agreement. In the event the dispute between the Contractor and Collection Company is escalated to the City pursuant to Section 10.10 of this Agreement, the City Contract Manager, in their sole discretion, may make a determination and such determination shall be final for any dispute involving payment of one hundred thousand dollars ($100,000) or less.

The Contractor shall deliver to the Collection Company, with a copy to the City Contract Manager, a notice of late payment for a given monthly invoice thirty-five (35) calendar days after the date of generation of the invoice. The Contractor's invoices shall be deemed delinquent if Collection Company has not paid within sixty (60) calendar days of the date of the notice of late payment. If amounts remain unpaid beyond ninety (90) calendar days, the Contractor may request, and the City Contract Manager shall facilitate a meet and confer between the Contractor and the Collection Company to resolve the payment dispute using those remedies available to the City under its contract with the Collection Company. The delinquent invoice shall bear compounded interest on the unpaid balance at a rate not to exceed one and one-third percent (1 1/3%) per month. The Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the City Contract Manager. The City Contract Manager can request copies of all billings and receipts at any reasonable time and the Contractor shall provide such copies no more than thirty (30) calendar days after receiving the request.

8.3 PER-TON RATES

A. General. The City shall be responsible for approving Per-Ton Rates as described in this Article 8 of this Agreement. Each Per-Ton Rate shall have two (2) components:

1. The Contractor component ("Contractor Component") which reflects the Contractor's Compensation for the services provided under this Agreement; and

2. The Government Fee Component which reflects Government Fees assessed for materials handled at the Approved Disposal Facility or the Alternate Disposal Facility.

The sum of the "Contractor Component" and the "Government Component" shall equal the total Per-Ton Rate.

B. Rates for Rate Period One. Per-Ton Rates for Rate Period One, which are presented in Exhibit F2 of this Agreement, were determined by the Contractor and the City and were approved along with the Agreement. The Rates for Rate Period One shall be effective from July 1, 2025.

C. Definitions. For the purposes of this Section 8.3 of this Agreement, the following terms shall be defined as follows:

1. **"Adjustment Date**" means the date at which an annual adjustment takes effect.

2. **"Annual Percentage Change"** means the annual percentage change in any of the indices defined below calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available twelve (12) month period of the then-current Rate Period minus the Average Index Value for the corresponding twelve (12) month period of the most recently completed Rate Period and the result of which shall be divided by the Average Index Value for the same twelve (12) month period of the most recently completed Rate Period. The Annual Percentage Change shall be rounded to the nearest thousandth (1,000th).

For example, if the Contractor is preparing its Rate application in January of 2026 for Rates to be effective for Rate Period Two, the Annual Percentage Change in CPI shall be calculated as follows: [(Average CPI for January 2025 through December 2025) – (Average CPI for January 2024 through December 2024)] / (Average CPI for January 2024 through December 2024)].

3. **"Average Index Value"** means the sum of the monthly index values during the most recently available twelve (12) month period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices published bi-monthly).

4. "**CPI-U**" means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted San Francisco-Oakland-Hayward Metropolitan Area compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

D. Per-Ton Rate Application. On February 1, prior to the commencement of the Rate Period for which Per-Ton Rates are to be determined (coming Rate Period), the Contractor shall submit to the City Contract Manager an application requesting the adjustment of Per-Ton Rates for the coming Rate Period via mail and an electronic copy in Microsoft Excel format with all supporting schedules, formulas, and calculations via email. For example, on February 1, 2026, the Contractor shall submit its application for the adjustment of Per-Ton Rates to be effective July 1, 2026, (i.e., Rate Period Two).

Such Application shall include the Rate adjustment calculation in accordance with this Subsection 8.3.D of this Agreement and a copy of the Per-Ton Rate schedule currently in effect.

The City shall evaluate the Contractor's application for mathematical accuracy and consistency with the requirements of the Agreement and shall have the ability to require changes to the application prior to approval on the basis of the application's mathematical inaccuracy or failure to comply with the procedures defined in the Agreement. Upon the City's agreement that the calculations are consistent with the requirements of this Agreement and are mathematically accurate, the Per-Ton Rate adjustment (if any) shall be presented to the City Contract Manager and subject to the City Contract Manager's final approval.

E. Changes to Government Fees. In the event of changes to or new Government Fees that are effective at a time that does not coincide with the annual Rate adjustment, the Contractor may notify the City Contract Manager of the expected increase to any of the Government Fees relating to the Approved Disposal Facility. The Contractor may request such an adjustment if such Government Fees were not in effect on the Effective Date, or, if in effect on the Effective Date, are increased. The Contractor shall notify the City Contract Manager in writing thirty (30) calendar days in advance of any increase in the Government Fee Component to any such changes in, or imposition of Government Fees unless the Contractor does not have at least thirty (30) calendar days' notice, in which case the Contractor shall provide notice within a reasonable time period of learning of the change. The City Contract Manager may review the Contractor's calculation of the adjusted Government Fee Component and resulting adjustment of the Per-Ton Rate for a period of up to sixty (60) calendar days. During this period, the City Contract Manager may request, and the Contractor shall provide, supporting documentation which justifies the increase. Should the Parties be in dispute over the adjusted fees at the end of the sixty- (60-) calendar day period, no adjustment shall be made and the dispute shall be subject to Section 10.9 of this Agreement. Upon resolution of the dispute, and assuming both Parties agree on the adjustment of the Government Fee and the resulting adjustment of the Per-Ton Rate, the Contractor shall be entitled to the adjusted Per-Ton Rate payments retroactively to the last day of the thirty- (30-) calendar day notice period or the effective date of the imposed Government Fee.

8.3.1 Solid Waste Disposal Rates

A. Initial Rates. The initial Disposal Rate effective on the Commencement Date shall be fifty dollars and thirty-seven cents ($50.37) per Ton of Solid Waste Delivered to the Approved Disposal Facility. The initial Contractor Component of the Disposal Rate is thirty dollars and thirty-eight cents ($30.38) per Ton. The initial Governmental Component of the Disposal Rate is nineteen dollars and ninety-nine cents ($19.99) per Ton.

Governmental fees for Disposal for Rate Period One are as follows:

Fee Title	Fee Amount	Fee Basis	Governing Body
AB1220 Integrated Waste Management Fee	$1.40	per Ton	State of California
Local Enforcement Agency Fee	$0.38	per Ton	Alameda County
Business License Fee	$0.95	per Ton	Alameda County
"Measure D" Fee	$8.23	per Ton	Alameda County
Household Hazardous Waste Fee	$2.15	per Ton	Alameda County
Waste Management Authority Fee	$4.34	per Ton	Alameda County
Host Community Fee	$0.49	per Ton	Alameda County
Open Space & Recycling Fee	$1.90	per Ton	Alameda County
Waste Management Program Fee	$0.13	per Ton	Alameda County
Transport Planning Management Fee	$0.02	per Ton	Alameda County
Total	19.99	per Ton	N/A

B. Adjustments. The Per-Ton Rate for Solid Waste Delivered to the Approved Disposal Facility for all Rate Periods following Rate Period One shall be adjusted annually commencing with the first adjustment that shall be effective on July 1, 2026. The Per-Ton Rate adjustment shall be performed in accordance with this Subsection 8.3.1.B of this Agreement:

P = ((A-C) x (1+B)) + D

A = The Disposal Rate in effect immediately prior to the Adjustment Date.

B = The Annual Percentage Change in the CPI-U.

C = The Governmental Component in effect immediately following the prior Adjustment Date.

D = The Governmental Component in effect immediately following the Adjustment Date.

P = The adjusted Disposal Rate for the new Rate Period.

8.4 EXTRAORDINARY RATE ADJUSTMENTS

A. General. It is understood that the Contractor accepts the risk for changes in cost of providing Disposal services and/or quantities and composition of Solid Waste to the Approved Disposal Facility, and therefore the extraordinary adjustments to the Per-Ton Rates shall be limited to a Change in Law or a City-directed change in scope. If a Change in Law (pursuant to Subsection 8.4.E of this Agreement) or City-directed change in scope (pursuant to Section 3.5 of this Agreement) occurs, the City or the Contractor may initiate an extraordinary adjustment to the Per-Ton Rates, in addition to the annual adjustment described in Section 8.3 of this Agreement, in accordance with this Section 8.4 of this Agreement.

B. Extraordinary Rate Adjustment Application. The Contractor shall prepare an application for the extraordinary Rate adjustment. Such application for the extraordinary Rate adjustment shall be submitted with the per-Ton Rate application. Both applications shall be prepared in compliance with

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the procedures described in Section 8.3 of this Agreement and shall provide all additional information requested by the City Contract Manager as needed. The Contractor shall pay all reasonable costs incurred by the City, including the costs of outside accountants, attorneys, and/or consultants, in order to make a determination of the reasonableness of the requested Rate adjustment. The application shall clearly document the reason for the proposed adjustment, include calculation of the proposed Rate adjustments, and provide supporting documentation.

In the event of such an application for extraordinary Rate increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable satisfaction of the City Contract Manager that the failure of the City to adjust the Rates will result in the Contractor's financial loss or failure to achieve reasonable profitability due to the Change in Law or City-directed change in scope. The Contractor shall have to demonstrate financial loss or a failure to achieve reasonable profitability by allowing for the City Contract Manager's review of financial statements and supporting documentation.

The City Contract Manager shall have the right to request any other information that they, in their reasonable judgment, determine is necessary to establish the reasonableness or accuracy of the Contractor's request for an extraordinary Rate increase. The Contractor's failure to provide any such documentation within thirty (30) calendar days, may result in either the denial of or a delay in the approval of the request for an extraordinary Rate increase.

The City shall have a ninety (90) Business Day review period following receipt of the Contractor's application for the requested Rate adjustment. During this period, the City may request and the Contractor shall provide supporting documentation that justifies the increase. Should the Parties be in dispute over the adjusted Rate at the end of the ninety (90) Business Day period, no adjustment shall be made and the dispute shall be subject to Section 10.9 of this Agreement. Upon resolution of the dispute and assuming both Parties agree on the adjustment of the Rate, the Contractor shall be entitled to the adjusted Rate retroactively to the last day of the sixty (60) calendar day advance notice period described below or the effective date of the increased Allowable Costs per Subsection 8.4.C of this Agreement below.

C. Allowable Costs. If the extraordinary Rate adjustment review warrants an increase in the applicable Rate(s), the adjustment shall cover only Allowable Costs (defined below) and such Allowable Costs shall be in the proportion of the total volume that the Contractor reasonably projects that the City will deliver to the Approved Disposal Facility for the Term of this Agreement compared with all other users of the Approved Disposal Facility.

"Allowable Costs" shall include: incremental operating, maintenance, monitoring, reporting, and capital costs, including, but not limited to, the costs of making improvements (including, but not limited to, future Landfill cells) or modifications, at the Approved Disposal Facility necessary to perform under this Agreement, but only to the extent brought about by a Change in Law, pursuant to Subsection 8.4.E of this Agreement, that are not otherwise reflected in the calculations used to adjust the Per-Ton Rate (e.g., the Contractor Component and Governmental Components pursuant to Section 8.3 of this Agreement). The Contractor shall notify the City in writing sixty (60) calendar days in advance of any request for increase in the Per-Ton Rate pursuant to this Section 8.4 of this Agreement.

D. Change in Scope. The City may require the Contractor's compliance with future Applicable Law. The Contractor shall be required to implement such programs at the Approved Disposal Facility, to the

extent that doing so does not violate the permits of the subject Facility. The Contractor shall be entitled to an extraordinary Rate adjustment under this Section 8.4 of this Agreement, provided that the City and the Contractor agree on the service specifications and compensation of such change in program and that no Extended Producer Responsibility Program provides funding for the Contractor's implementation of its obligations under the change in scope requested by the City.

E. Change in Law. The provisions of this Section 8.4 of this Agreement shall only include Changes in Law after the Effective Date that: (1) were not reasonably known to the Contractor before the Effective Date; and, (2) the Contractor substantiates the cost impact to the reasonable satisfaction of the City Contract Manager.

The Parties acknowledge that, as of the date of this Agreement, the State has passed legislation including, but not limited to, AB 1201, SB 54, SB 343, and the Advanced Clean Fleets Rule, where further regulatory requirements may be established. The Contractor's compliance with such regulations shall not warrant any increase to the Contractor's Compensation. The Contractor agrees to minimize the impact of the costs related to such rules and regulations prior to the final rules and regulations being promulgated, to ensure the greatest flexibility for compliance. The Contractor specifically acknowledges that SB 54 is intended to provide cost relief and/or new revenue to local governments and their ratepayers, however the specific nature and mechanics of such compensation remains to be defined in final regulations. The City may initiate a special review of the Per-Ton Rates in order to maximize the value of such ratepayer relief, once defined in final regulations. The Contractor shall cooperate with the City in implementing the compensation mechanics and procedures specified under the final regulations. Such cooperation may include, but is not limited to, providing additional data, calculations, or records, meeting with the City and/or the applicable Stewardship Organization(s), and supporting with administrative activities that the City Contract Manager deems reasonably necessary to implement the regulations.

8.5 EFFECT OF CHANGES TO GOVERNMENT FEES

A. General. The Gate Fees established under Subsection 8.3.1 of this Agreement already include costs associated with all existing Government Fees applicable to the Landfill as of the date of this Agreement. The purpose of this Section 8.5 of this Agreement is: (i) to specify those Government Fees that have already been included; and, (ii) to describe how the imposition of new Government Fees will be requested in an adjustment to the Government Fee Component of the Gate Fees described in Subsection 8.3.1 of this Agreement above.

B. Government Fees Included in the Gate Fees. As of the execution of this Agreement, Government Fees consist of the following:

	Government Fee	Per Ton Charge
1	California Integrated Waste Management Board Fee imposed under TC 45001 et seq.	$1.40
2	Local Enforcement Agency (Alameda County Environmental Health Department) Fee in accordance with Alameda County General Ordinance Code Section 6.76.040	$0.38
3	Alameda County Business License Fee	$0.95
4	Alameda County "Measure D" Fee	$8.23
5	Alameda County Household Hazardous Waste Fee	$2.15
6	Alameda County Waste Management Authority Fee	$4.34
	Host Community Fee	$0.49
8	Open Space & Recycling Fee	$1.90
9	Waste Management Program Fee	$0.13
10	Transport Planning Management Fee	$0.02
	Total Government Fee Component	**$19.99**

C. Process for Requesting an Increase in Gate Fees Resulting from Future Government Fees. If current Government Fees are adjusted or new Government Fees are imposed, then either the City or the Contractor must follow the procedures in this Subsection 8.5.C of this Agreement before the Gate Fees will be adjusted.

1. The City or the Contractor shall give the other Party prompt notice (in no case less than ninety (90) calendar days before the effective date of the adjusted or new Government Fee) of the adjustment to existing fees or implementation of new fees.

2. The City or the Contractor shall thereafter submit to the other Party the associated adjustment in the Government Fee Component and the Gate Fees.

3. The Parties shall meet and agree upon the calculated adjustment to the Gate Fees. Any disputes shall be resolved pursuant to Section 10.9 of this Agreement. If a dispute exists, the Gate Fees shall not be adjusted until the dispute has been resolved.

8.6 MOST-FAVORED CUSTOMER FOR DISPOSAL

Throughout the Term of this Agreement, regardless of extensions, changes in scope, Changes in Law, or other special adjustments, each of the Solid Waste Gate Fee components described in Subsection 8.3.1 of this Agreement shall be the lowest amount paid by any Person, inclusive of all public or private users of the Disposal Facility and any of the Contractor's Affiliates for the Contractor to Accept the same subject material type delivered on behalf of the City regardless of any other comparison in the scope of service.

At any time during the Term of this Agreement, the City may request, and within ten (10) Business Days the Contractor shall provide, a listing of all contracts held by the Contractor for delivery of material to the Disposal Facility. Such listing shall state the name of each party and the date of the agreement and any amendments thereto. The City may request, and, within ten (10) Business Days the Contractor shall make available for review at the Contractor's office or other location within the City, all pricing information associated with other users of the Disposal Facility. The City or their designee shall not be permitted to make copies of such records or take any notes about the specific amounts charged to other Persons,

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unless the records reviewed indicate that a lower amount has been charged to another Person than was charged to the City.

If, at any time, the Contractor or the City determines, or has cause to believe, that the Contractor has offered a lower amount to another user of the Disposal Facility for Disposal of Solid Waste, the Party that first becomes aware of the issue shall notify the other Party. Upon notice, the Contractor shall immediately reduce the amount charged for the subject service in order to comply with the requirement of this Section 8.6 of this Agreement. Upon request, the Contractor shall provide any information requested by the City that is reasonably necessary to determine the extent of damages.

The City shall, based on the City's review of documents and other due diligence investigations, calculate the amount that the City has been overcharged as a result of the Contractor's charging of a lower amount during a specific period of time. For example, if the City determined that twenty dollars ($20.00) per Ton had been charged to a Contractor Affiliate during July 2027 and the City delivered ten thousand (10,000) Tons and was charged twenty-four dollars ($24.00) per Ton for similar services at the same Facility during the same time period, then the damages would equal forty thousand dollars ($40,000.00) calculated as: ($24.00 - $20.00) x 10,000. The City may add an interest rate not to exceed the median Secured Overnight Financing Rate (SOFR) published by the New York Federal Reserve Bank plus four (4), applied on the last day of each calendar month. For example, if the November 2023 SOFR Median is five and thirty-three hundredths (5.33), the maximum finance charge applied may not exceed nine and thirty-three hundredths' percent (9.33%) annual percentage rate.

The Contractor shall review the City's estimate of the damages for accuracy, including the amounts charged to various parties and the volume of material received during each period. The Contractor shall provide a response to the City Contract Manager, within ten (10) Business Days after receiving such estimate, either agreeing with the estimate or providing alternative calculations and additional information. If the Parties agree on the amount of the damages and interest, the Contractor shall have up to thirty (30) days to pay the agreed-upon amount to the City before any further interest charges shall apply. If the Parties are unable to agree, the matter shall be resolved through the dispute resolution procedures described in Section 10.9 of this Agreement and interest charges shall continue to accrue until payment is made.

8.7 LIVERMORE WASTE EQUALIZATION CHARGE ("LWEC")

The Contractor shall charge four dollars and fifty-three cents ($4.53) per Ton on non-residential, non-franchised Solid Waste originating from the City. This charge shall be retained by the Contractor to partially fund Diversion programs. Quarterly reports shall be submitted to the City per Section 6.4 of this Agreement. The charge may be adjusted or eliminated according to the process set forth below.

A. **Amount Agreement.** The Charge on non-residential, non-franchised Self-Hauled Waste originating from the City may only be set by mutual agreement of the Parties.

B. **Amount Adjustment.** Before adjusting the amount the Contractor Charges the City on Non-Residential, Non-Franchised Self-Hauled Solid Waste for Tonnage originating within the City, the City and the Contractor shall meet and confer and the Contractor shall be given a minimum of sixty (60) days' notice prior to the proposed effective date of the adjustment.

8.8 ACCEPTANCE OF SEWAGE SLUDGE

The City may deliver, and the Contractor shall Accept, Sewage Sludge or Biosolids for use as Alternative Daily Cover, if possible, or for Disposal if use as Alternative Daily Cover is not possible. The City is not

obligated under the conditions of this Agreement to deliver Sewage Sludge or Biosolids generated in the City to the Approved Disposal Facility. The City has made alternative arrangements for the normal handling of these materials. However, the City and the Contractor acknowledge that there may be emergency or temporary operating conditions where the City may require the use of an alternative Disposal site. In such cases, the City shall notify the Contractor at least one (1) Business Day prior to delivering such material and the Contractor shall notify the City of the specific location at the site to deliver the subject material. The Contractor shall Accept the material at the current Per-Ton Rate for the material type, as adjusted pursuant to Section 8.3 of this Agreement.

ARTICLE 9.
INDEMNITY, INSURANCE, AND PERFORMANCE BOND

9.1 INDEMNIFICATION

A. General. To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify, and defend at its sole cost and expense with counsel selected by or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation reasonable attorney's fees and costs and fees of litigation, including expert witness fees and costs) (collectively, "Damages") of every nature arising out of or in connection with the Contractor's negligent or willful misconduct in its performance under this Agreement and/or Contractor's failure to follow all applicable regulatory standards, or its failure to comply with any of its obligations contained in this Agreement, except to the extent such loss or damage was caused by the sole negligence or willful misconduct of the City. The Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of the Contractor's inability to evaluate Damages or because the Contractor evaluates Damages and determines that the Contractor is not liable to the claimant. The provisions of this Section 9.1 of this Agreement shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of the City's legal or equitable rights as defined herein and permitted under Applicable Law. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. The Contractor must respond within thirty (30) days to the tender of any claim for defense and indemnity by the City.

B. Excluded Waste Indemnification. The Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. The Contractor shall not store, transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

To the fullest extent permitted by law, the Contractor shall indemnify, defend at its sole cost and expense with counsel selected by or otherwise acceptable to the City, protect and hold harmless the City and its elected and appointed officials, officers, directors, employees, designated volunteers, and agents (collectively, "indemnitees") from and against all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, costs, (including, without limitation, any and all response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, without limitation, reasonable attorneys' and expert witness fees and costs incurred in connection with defending against any of

the foregoing or in enforcing this indemnity), of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or attributable to the negligent acts or omissions of the Contractor in connection with or related to the performance of this Agreement, including, without limitation, damages arising from or attributable to any operations, repair, clean-up or detoxification, or other plan (regardless of whether undertaken due to governmental action) concerning any Excluded Waste, handled under this Agreement. The foregoing indemnity is intended to operate as an agreement, pursuant to §107(e) of CERCLA, 42 USC. §9607(e), to defend, protect, hold harmless, and indemnify the City from liability.

This provision is in addition to all other provisions in this Agreement and shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall prevent the City or the Contractor from seeking indemnification or contribution from Persons or entities other than indemnitees, for any liabilities incurred by the City or the indemnitees.

In the event that the Contractor negligently or willfully mishandles Excluded Waste in the course of carrying out its activities under this Agreement, the Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, the Contractor shall first obtain the City's approval of any proposed investigatory or remedial action. Should the Contractor fail at any time to promptly take such action, the City may undertake such action at the Contractor's sole cost and expense, and the Contractor shall reimburse the City for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of Section 7.4 of this Agreement. These obligations are in addition to any defense and indemnity obligations that the Contractor may have under this Agreement. The provisions of this Section 9.1 of this Agreement shall survive the termination or expiration of this Agreement.

C. Regulatory Indemnification. The Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by any regulatory agency, if the requirements of Applicable Law, including, but not limited to, AB 939 (1989), SB 341 (2011), AB 1826 (2014), SB 1383 (2016), SB 343 (2021), SB 54 (2022), AB 1201 (2022), and the Advanced Clean Fleet Rule, are not met by the City with respect to the services provided under this Agreement, and such failure is: (i) due to the failure of the Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor delays in providing information that prevents the Contractor or the City from submitting reports to regulators in a timely manner.

Notwithstanding any other provision in this Agreement, the Contractor's obligations in this Subsection 9.1.C of this Agreement with respect to such Applicable Law shall be subject to the provisions of Section 40059.1 of the Public Resources Code, and the Contractor shall not be liable for any indemnity obligations or penalties under this Agreement in respect of any such requirements except to the extent that indemnity obligations by the Contractor are enforceable under said Section.

D. CalPERS Eligibility Indemnification. The Contractor's employees, agents, or Subcontractors providing service under this Agreement shall not: (i) qualify for any compensation and benefit under the California Public Employees Retirement System ("CalPERS"); (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of the City; (iv) receive any employer contributions paid by the City for CalPERS benefits; or, (v) be entitled to any other CalPERS-related

benefit that would accrue to a City employee. The Contractor's employees, agents, or Subcontractors hereby waive any claims to benefits or compensation described in this Section 9.1 of this Agreement. This Section 9.1 of this Agreement applies to the Contractor notwithstanding any other agency, State or Federal policy, rule, regulation, law, or ordinance to the contrary.

If the Contractor's employees, agents, or Subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS of the City, the Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, employees, and volunteers for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

The Contractor's Compensation under this Agreement shall be the full and complete compensation to which the Contractor and the Contractor's officers, employees, agents, and Subcontractors are entitled for performance of any work under this Agreement. Neither the Contractor nor the Contractor's officers, employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to City employees. The City will not make any Federal or State tax withholdings on behalf of the Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of the Contractor.

The Contractor agrees to defend and indemnify the City, its officers, officials, agents, employees, and volunteers for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CalPERS, social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of: (i) the Contractor; (ii) any employee of the Contractor; or, (iii) any employee of the Contractor construed to be an employee of the City, for work performed under this Agreement.

E. Hazardous Substance Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend at its sole cost and expense with counsel selected by or otherwise acceptable to the City, protect, and hold harmless the City and its elected and appointed officials, officers, directors, employees, designated volunteers, and agents (collectively, "indemnitees") from and against all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, costs, (including, without limitation, any and all response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or attributable to the acts or omissions of the Contractor whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including, without limitation, damages arising from or attributable to any operations, repair, clean-up or detoxification, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance or Hazardous Waste, managed under this Agreement. This indemnity afforded indemnitees shall only be limited to exclude coverage for intentional wrongful acts and negligence of indemnitees, and as provided below. The Contractor shall be required to indemnify the City for the costs for any claims arising from the Disposal of Solid Waste at the Disposal site, including, but not limited to, claims arising under CERCLA. The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of CERCLA, 42 USC. §9607(e) and California Health and Safety Code §79860, to defend,

protect, hold harmless, and indemnify the City from liability. Nothing in this Section 9.1 of this Agreement shall imply that the Contractor has any obligation to handle Hazardous Substances or Hazardous Waste, both of which constitute Excluded Waste under this Agreement.

This provision is in addition to all other provisions in this Agreement and shall survive the expiration or earlier termination of this Agreement.

F. **Measure D.** To the fullest extent permitted by law, the Contractor shall indemnify, defend at its sole cost and expense with counsel selected by the City or otherwise acceptable to the City, and hold harmless the City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers, from and against any revenues withheld by the Alameda County Source Reduction and Recycling Board in the event the Source Reduction and Recycling goals or any other requirement of Section 64 of the Alameda County Charter (commonly known as Measure D) are not met by the Contractor with respect to the Recycling and Source Reduction programs under this Agreement and such failure is due to the failure of the Contractor to meet its obligations under this Agreement or due to the Contractor's delays in providing information that prevents the Contractor or the City from submitting reports required by Measure D in a timely manner.

G. **Excluded Waste Defense and Indemnification**. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless at its sole cost and expense with counsel selected by the City or reasonably acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers including the Collection Company in any actions that assert or allege Liabilities paid, incurred, or suffered by, imposed upon or asserted against, the City that result or are claimed to have resulted directly or indirectly from the presence, Disposal, escape, migration, leakage, spillage, discharge, release, or emission of Excluded Waste or petroleum to, in, on, at, or under the Landfill unless the City is the Generator of such Excluded Waste and Contractor can prove such Excluded Waste was generated by the City, whether:

(1) in one (1) or more instance,

(2) threatened or transpired,

(3) Contractor is negligent or otherwise culpable, or

(4) those Liabilities are litigated, settled, or reduced to judgment.

For purposes of this Indemnity, "**Liabilities**" includes Liabilities arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, Closure, Post-Closure, or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The City reserves the right to retain at its own cost and expense co-counsel and the Contractor shall direct the Contractor's counsel to assist and cooperate with such co-counsel with respect to the City's defense.

The foregoing indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) to insure, protect, hold harmless, and indemnify the City from liability in accordance with this Section 9.1 of this Agreement.

9.2 INSURANCE

A. General Requirements. The Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the following coverage and limits of insurance described in this Section 9.2 of this Agreement.

B. Coverages and Requirements. During the Term of this Agreement, the Contractor shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

   Commercial General Liability – $10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

   Automobile Liability – $10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for hired and non-owned vehicles).

   Workers' Compensation – **Statutory Limits/Employers' Liability** - $1,000,000/accident for bodily injury or disease.

   Pollution Liability – $5,000,000 for bodily injury, property damage, and remediation of contaminated site.

2. Blanket-Form Additional Insured Endorsement. The City, its officers, officials, agents, employees, and volunteers shall be named as additional insured on all but the workers' compensation.

3. Said policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis unless the City's Risk Manager specifically consents in writing to a "claims made" basis. For any "claims made" coverage, in the event that the Contractor changes insurance carriers, the Contractor shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than four (4) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall evidence all aggregate limits on the coverage limits on the ACORD Certificate of Insurance before commencing performance of this Agreement, and the City's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement. In the event that the City's Risk Manager requests a change in accordance with this Section 9.2 of this Agreement which results in increased costs to the Contractor, such change shall be addressed as stated herein.

5. The deductibles or self-insured retentions are for the account of the Contractor and shall be the sole responsibility of the Contractor.

6. Each insurance policy shall provide or be endorsed, via blanket-form endorsement, to state that coverage shall not be canceled, non-renewed, or materially changed except after thirty

(30) calendar days' prior written notice to the City Risk Manager. Notice shall be provided per the provisions of Section 12.9 of this Agreement.

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City Risk Manager.

8. The policies shall cover all activities of the Contractor, its officers, employees, agents, and designated volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the City, its officers, officials, agents, employees, and volunteers. Any insurance maintained by the City shall apply in excess of, and not contribute with, insurance provided by the Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.

C. Blanket Form Endorsements. Prior to the Effective Date pursuant to this Agreement, the Contractor shall furnish the City Risk Manager with ACORD certificates of insurance supplemented with blanket-form endorsements reflecting coverage required by this Agreement. The certificates are to be signed by a Person authorized by that insurer to evidence coverage on its behalf. All ACORD certificates of insurance supplemented with the required applicable blanket-form endorsements and subrogation waivers are to be submitted into a City-authorized insurance management system and received by, and are subject to the approval of, the City Risk Manager before work commences.

D. Renewals. During the Term of this Agreement, the Contractor shall furnish the City Risk Manager with ACORD certificates of insurance supplemented with original blanket-form endorsements and subrogation waivers reflecting renewals, changes in insurance companies throughout the entire Term of this Agreement. The certificates are to be signed by a Person authorized by that insurer to evidence coverage on its behalf.

E. Workers' Compensation. The Contractor shall provide workers' compensation coverage as required by State law and shall comply with Section 3700 of the State Labor Code.

F. Contractor Compliance. The Contractor shall comply with all requirements of policies and the insurers. Carrying insurance shall not relieve the Contractor from any obligations under this Agreement. Nothing in this Agreement may be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to Persons or property resulting from the Contractor's or any Subcontractors' performance of services.

9.3 PERFORMANCE BOND

Within seven (7) calendar days of the City's notification to the Contractor that the City has executed this Agreement, the Contractor shall file with the City a bond, payable to the City and in a format approved by the City Attorney or their designee, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be six hundred fifteen thousand dollars ($615,000). The bond shall be adjusted every three (3) years, commencing with Rate Period Three, to equal three (3) months of the prior Rate Period's annual Gross Receipts. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has

a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to the City.

In lieu of a performance bond, the City and the Contractor may agree that the Contractor shall provide for the issuance of an irrevocable stand by letter of credit (the "Letter of Credit"), in a form approved by the City Attorney or their designee, by a bank approved by the City in its sole discretion (the "Bank") for the exclusive benefit of the City for at least the duration of the Contract Year for which the letter of credit is deposited. Such Letter of Credit shall be in the amount of five hundred twenty-two thousand seventy hundred fifty dollars ($522,750) (the "Stated Amount"). In the event that the City draws on the Letter of Credit due to a performance deficiency by the Contractor, the Contractor shall replenish the amount drawn from the line of credit by the City within one hundred eighty (180) days of the City's draw. Nothing in this Section 9.3 of this Agreement shall in any way obligate the City to accept a letter of credit in lieu of the performance bond.

The expiration date of the Letter of Credit may not be sooner than the Term of this Agreement provided in Section 2.1 of this Agreement (the "Stated Expiration Date"), unless it provides that it will not be terminated, modified, or not renewed except after prior written notice by certified mail, return receipt requested, to the City sixty (60) calendar days in advance of termination or failure to renew. The Letter of Credit may expire on the date on which the Bank receives a certificate from the City saying that the Term has expired, or this Agreement has been terminated and the Contractor owes the City no money under this Agreement, or that the Contractor has substituted an alternative letter of credit or other security document acceptable to the City in the City's sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval by the City Attorney or their designee, in its sole discretion, following a Notice to the Parties as described in Section 12.9 of this Agreement below. The Letter of Credit must be transferable to any successor or assignee of the City.

The City shall have the right to draw against the faithful performance bond or the letter of credit in the event of a breach or default of the Contractor or the failure of the Contractor to perform any obligation under this Agreement, or as otherwise specified in this Agreement. Within five (5) calendar days of the City's draw on the security, the Contractor shall renew or replace such sums of money as needed to bring the faithful performance bond or letter of credit current.

9.4 CORPORATE GUARANTY

Concurrently with execution of this Agreement, the Contractor shall furnish a Guaranty of its performance under this Agreement, in the form attached hereto as Exhibit D of this Agreement and incorporated herein by reference, properly executed by Republic Services Vasco Road, LLC.

ARTICLE 10.
DEFAULT AND REMEDIES

10.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default and breach of this Agreement.

A. Fraud or Deceit. The Contractor, its Affiliates, any Subcontractor, or any other Person employed by or with an ownership interest in the Contractor, its Affiliates, or any Subcontractor practices, or attempts to practice, any fraud or deceit upon the City.

B. Insolvency or Bankruptcy. The Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon entry of an order for relief in favor of the Contractor in a bankruptcy proceeding.

C. Failure to Maintain Coverage. The Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or any other insurance coverage as required by this Agreement.

D. Violations of Regulation. The Contractor receives any notices, citations, orders or filings of any regulatory body having authority over the Contractor relative to this Agreement, provided that the Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.

E. Violations of Applicable Law. The Contractor has been found by a court of proper jurisdiction to be in violation of Applicable Law (other than criminal law) directly or indirectly related to the performance of this Agreement, provided that the Contractor may contest any such allegation or finding by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.

F. Failure to Perform Direct Services.

1. **General**. The Contractor fails to Accept Solid Waste at the Disposal Facility or ceases to provide Disposal Services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of the Contractor.

2. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by the Contractor related to this Agreement lasting more than two (2) calendar days.

3. **Labor Unrest.** Pursuant to Section 10.7 of this Agreement, the Contractor fails to perform services as required under this Agreement for any period of time due to labor unrest, including, but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor or an Affiliate; or any labor action initiated by the Contractor, including, but not limited to, a lock-out.

4. **Facility Disruption.** The Contractor, Collection Company, and/or related parties are unable to use any of the Approved or Alternate Disposal Facilities under this Agreement for more than thirty (30) Days in a consecutive twelve (12) month period.

G. Failure to Use Approved Disposal Facility. The Contractor fails to Accept Solid Waste at the Approved Disposal Facility unless in accordance with the terms of this Agreement.

H. Failure to Pay or Report. The Contractor fails to make any payments to the City required under this Agreement including payment of City reimbursements or Liquidated Damages, and/or refuses to provide the City with required information, reports, and/or records in a timely manner as provided for in the Agreement.

I. Acts or Omissions. Any other act or omission by the Contractor which violates or fails to comply with the terms, conditions, or requirements of this Agreement, or Applicable Law and which is not corrected or remedied within the time set in the City Contract Manager's written notice to the Contractor of the act or omission or, if the Contractor cannot reasonably correct or remedy the breach or violation within the time set forth in such notice, if the Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

J. False, Misleading, or Inaccurate Statements. Any representation, disclosure, or omission made to the City by the Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly identified in the Agreement, excepting non-numerical typographical and grammatical errors.

K. Seizure or Attachment. There is a seizure of, attachment of, or levy on some or all of the Contractor's operating equipment, including without limitation its equipment, maintenance, or office facilities, or Disposal Facility, owned/operated by the Contractor, by Affiliates, and/or by Subcontractors, or any part thereof.

L. Criminal Activity. The Contractor, its officers, managers, or employees are found guilty of Criminal Activity related directly or indirectly to performance of this Agreement or any other agreement held with the City.

M. Assignment without Approval. The Contractor transfers or assigns this Agreement without the express written approval of the City unless the assignment is permitted without City approval pursuant to Section 12.6 of this Agreement.

N. Failure to Perform Any Obligation. The Contractor fails to perform any obligation established under this Agreement and fails to cure such breach after written notice by the City as set forth in Section 10.2 of this Agreement below.

The City shall provide the Contractor with written notice of default within seven (7) calendar days of the City's first knowledge of the Contractor's default. The Contractor shall have the opportunity to cure any default prior to termination consistent with the timelines set forth in Section 10.2 of this Agreement.

10.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT

The Contractor shall be given three (3) Business Days from written notification by the City to cure any default which, in the City Manager's sole opinion, creates a potential public health or safety threat.

The Contractor shall be given three (3) Business Days from written notification by the City to cure any default arising under Subsections C, E, F.1, F.2, I, J, and K in Section 10.1 of this Agreement provided, however, that the City shall not be obligated to provide the Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within twenty-four (24) months or for events of default arising under Subsections F.3 and F.4 in Section 10.1 of this Agreement.

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The Contractor shall be given thirty (30) calendar days from written notification by the City to cure any other default; provided, however, that the City shall not be obligated to provide the Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within twenty-four (24) months.

10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT

Upon the Contractor's default and breach of the Agreement, the City has the following remedies:

A. Waiver of Default. The City may waive any event of default or may waive the Contractor's requirement to cure a default event if the City determines that such waiver would be in the best interest of the City. To be effective, a waiver must be in writing and signed by the non-breaching Party. The City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

B. Suspension of Contractor's Obligation. The City may suspend the Contractor's performance of its obligations if the Contractor fails to cure any default in the time frame specified in Section 10.2 of this Agreement until such time the Contractor can provide assurance of performance in accordance with Section 10.8 of this Agreement.

C. Liquidated Damages. The City may assess Liquidated Damages for the Contractor's failure to meet specific performance standards pursuant to Section 10.6 and Exhibit E of this Agreement.

D. Termination. In the event of a default or breach of this Agreement, subject to the right of the Contractor to cure per Section 10.2 of this Agreement, then the City may, at its option, terminate this Agreement. In the event the City decides to terminate this Agreement, the City shall serve upon the Contractor twenty (20) calendar days' written notice of its intention to terminate and the date when the termination becomes effective. In the event the City exercises its right to terminate this Agreement, the City may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement with such other Persons. This right of termination is in addition to any other rights of the City upon a failure of the Contractor to perform its obligations under this Agreement.

The Contractor shall not be entitled to any further revenues from Processing or Disposal operations authorized hereunder from and after the date of termination of this Agreement.

E. Other Available Remedies. The City's election of one (1) or more remedies described herein shall not limit the City from any and all other remedies at law and in equity including, without limitation, injunctive relief, the other remedies provided for in this Agreement, etc.

10.4 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an event of default, the Contractor shall furnish the City Manager with immediate access to its business records related to the Contractor's provision of services under this Agreement for the prior three (3) years from the date of termination in addition to the record keeping provisions outlined in Section 6.1 of this Agreement.

10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The City's rights to terminate the Agreement under Section 10.2 of this Agreement and to take possession of the Contractor's records under Section 10.4 of this Agreement are not exclusive, and the City's

termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies that the City may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by the City to the Contractor, the remedy of damages for a breach hereof by the Contractor is inadequate and the City shall be entitled to injunctive relief (including, but not limited to, specific performance).

10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

A. General. The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages incurred by the City as a result of a breach by the Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable Processing and Disposal services are of utmost importance to the City and that the City has considered and relied on the Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if the Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, the City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages that the City will suffer. Therefore, without prejudice to the City's right to treat such non-performance as an event of default under this Section 10.6 of this Agreement, the Parties agree that the Liquidated Damages amounts established in Exhibit E of this Agreement represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the Liquidated Damages sums to the range of harm to the City that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or impractical.

The Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in Exhibit E of this Agreement, Performance Standards and Liquidated Damages.

Before assessing Liquidated Damages, the City Contract Manager shall give the Contractor notice of its intention to do so, if practicable. The notice will include a brief description of the incident(s) and non-performance. The City Contract Manager may review (and make copies at the City's own expense) all information in the possession of the Contractor relating to incident(s) and/or non-performance. The City Contract Manager or the Contractor may, within ten (10) Business Days after

issuing the notice, request a meeting with the other Party. The Parties may present evidence of performance or non-performance in writing relevant to the incident(s). The City Contract Manager shall consider any additional information provided by the Contractor prior to authorizing the assessment of Liquidated Damages under this Section 10.6 of this Agreement. The City Contract Manager's decision shall be final, and the Contractor shall not be subject to, or required to exhaust, any further administrative remedies.

C. **Amount**. The City may assess Liquidated Damages for each Working Day or event, as appropriate, that the Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit E of this Agreement. Liquidated Damages shall be subject to annual adjustment on each July 1 equal to the Annual Percentage Change in the CPI-U as defined in Section 8.3 of this Agreement.

D. **Timing of Payment**. The Contractor shall pay any Liquidated Damages assessed by the City within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, the City may proceed against the performance bond and/or letter of credit required by the Agreement, order the termination of the rights granted by this Agreement, or all of the above.

10.7 EXCUSE FROM PERFORMANCE

A. **General.** Notwithstanding any other provision in this Agreement, each Party shall be excused from performing its respective obligations hereunder and from any obligation to pay Liquidated Damages if it is prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any State or Federal government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder (each a "Force Majeure Event").

B. **Third Party Labor Unrest.** In the case of labor unrest or job action directed at a third party over whom the Contractor has no control, the inability of the Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of the Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to point of delivery, time of Acceptance, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to perform Disposal services, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on the Contractor's cooperation in performing Disposal services at different times and in different locations (as provided for in Section 4.1 of this Agreement). If the Collection Company is unable to use any of the Approved or Alternate Disposal Facilities under this Agreement for more than thirty (30) Days in a consecutive twelve (12) month period for any reason, including, but not limited to, third-party labor unrest, such circumstance shall be considered an event of default in accordance with Subsection 10.1.F of this Agreement.

C. **Contractor Labor Unrest.** In the event of labor unrest, including, but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, Subcontractor, or Affiliate, the Contractor shall not be excused from performance and such event shall not be considered a Force Majeure event under this Section 10.7 of this Agreement. The Contractor may direct Solid Waste to an Alternate Disposal Facility as provided in and pursuant to Section 4.1 of this Agreement. In such case, the Contractor shall continue to provide consistent, reliable, and uninterrupted levels of performance during the pendency thereof. Any labor action initiated by the Contractor, including,

but not limited to, a lock-out, shall not be grounds for any excuse from performance and the Contractor shall perform all obligations under this Agreement during the pendency of such Contractor-initiated labor action. If any labor unrest related to the Contractor's operations or facility(ies) causes those facilities to be partially or completely inaccessible by the Collection Company and thereby creates increased costs for the City and/or Collection Company related to delivery to Alternate Disposal Facilities, the Contractor shall be liable for any and all such costs. In the event of such increased costs, the City shall determine the allowable costs under the Collection Company's agreement with the City as well as any direct or indirect costs incurred by the City during the pendency of such disruption. The Contractor shall pay to the City or, at the City's direction, to the Collection Company the amount of such increased costs as determined by the City within thirty (30) calendar days of receiving the City's determination.

D. Notice. The Party claiming excuse from performance shall, within two (2) calendar days after such Party has received notice of such cause underlying the Force Majeure Event claim, give the other Party notice of the facts constituting such cause underlying the Force Majeure Event claim and assert its claim to excuse under this Section 10.7 of this Agreement. If either Party validly exercises its rights under this Section 10.7 of this Agreement, the Parties hereby waive any claim against each other for any damages sustained thereby.

E. Default and Termination. The partial or complete interruption or discontinuance of the Contractor's services caused by one (1) or more Force Majeure Events shall not constitute a default by the Contractor under this Agreement, except as otherwise specified in Subsection 10.1.F of this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder for any of the reasons listed in this Section 10.7 of this Agreement for a period of thirty (30) calendar days or more, the City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to the Contractor provided the Contractor does not fully resume performance of its obligations hereunder within such ten (10) Business Days, in which case the provisions of Section 10.4 of this Agreement shall apply.

10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to the City and the health and safety of all those members of the public residing or doing business within the City who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

If the Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing, or other concerted job action; (ii) appears in the reasonable judgment of the City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional, or local agency for violation of an Applicable Law, and the City believes in good faith that the Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, the City may, at its sole option and in addition to all other remedies it may have, demand from the Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If the Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the City, such failure or refusal shall be an event of default for purposes of Section 10.1 of this Agreement.

10.9 DISPUTE RESOLUTION

In the event of dispute between the City Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement which results in a material impact to the Contractor's revenue and/or cost of operations, as defined in Section 5.4 of this Agreement, the provisions of this Section 10.9 of this Agreement shall apply.

A. **Meet and Confer**. The City and the Contractor agree that they shall meet and confer within thirty (30) calendar days by means of at least one (1) in-person or virtual meeting to attempt to resolve the matter between themselves.

B. **Mediation.** In the event that disputes that arise under this Agreement cannot be resolved satisfactorily between the Parties in accordance with Subsection 10.9.A of this Agreement, the City and the Contractor agree that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party.

C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for filing claims against the City under Applicable Law shall be tolled during the period of time for which meet and confer or mediation procedures are pending, in accordance with Subsections 10.9.A and 10.9.B of this Agreement.

D. **Litigation.** Litigation may be commenced only after: (1) a Party has initiated mediation by notifying the other Party of the desire to mediate a dispute; and (2) twenty (20) calendar days have elapsed from the date of that notification. The scheduling of the mediation shall not delay the ability of either Party to bring a legal action to enforce the terms of this Agreement beyond this twenty- (20-) day period. As a result, it is possible that mediation will proceed concurrently with litigation.

10.10 COOPERATION AND DISPUTES BETWEEN CONTRACTORS

The Contractor shall fully comply with its obligations to provide services under this Agreement including Acceptance of Solid Waste by the Collection Company in a manner that meets the requirements of this Agreement and Applicable Law. The Contractor shall also fully comply with its obligations to deliver Solid Waste to Approved Processing and Approved Disposal Facilities. In the event of disputes between the Collection Company and the Contractor or between the Contractor and the Disposal Facility, either party may provide written notice of the dispute to the City and any other party involved in the dispute. If the Contractor initiates a written notice of dispute, such notice shall include a summary of the dispute, the Section(s) of the Agreement or agreements the asserted dispute arises from, an estimate of the financial implications to the Contractor asserted, and a proposed resolution. The Contractor agrees to timely meet and confer directly with the Collection Company or Disposal Facility in good faith to resolve the dispute for thirty (30) calendar days following the initial notice to the City and the other involved party. A longer period may be established if mutually agreed upon between the parties. If at the end of the thirty (30) day period, the Contractor and the Collection Company or the Contractor and Disposal Facility have met and conferred in good faith but have not resolved the dispute, either party to the dispute may notify the City and the City shall facilitate the dispute resolution procedure in accordance with Section 10.9.B-D of this Agreement as well as any applicable provisions of the involved party's contract with the City. In the event of a dispute, the Contractor shall continue performance of the Contractor's obligations under this Agreement and shall attempt to continue to resolve that dispute in a cooperative manner, including, but not limited to, negotiating in good faith.

10.11 ACTS NECESSARY TO PERFORM SERVICE

The City's failure to specifically require an act necessary to perform any of the services required under this Agreement and comply with Appliable Law does not relieve the Contractor of its obligation to perform such act, or the service(s) dependent on such act, or to comply with Applicable Law at all times throughout the Term of this Agreement. Further, any suggestions or recommendations, whether verbal or in writing, made by the City to the Contractor shall not be relied upon by the Contractor to the extent such suggestions or recommendations may compromise or inhibit the Contractor's performance under this Agreement or ability to comply with Applicable Law. The Contractor assumes all liability and responsibility for actions and inactions to perform services under this Agreement in accordance with Applicable Law and expressly waives any claims against the City or use of the City's actions or inactions as a legal defense for the Contractor's failure to perform or comply with Applicable Law in the performance of this Agreement.

In the event of any ambiguity as to the interpretation of the Agreement or the requirements of the Contractor under this Agreement, the Contractor shall be responsible for seeking clarity and approval from the City Contract Manager to resolve ambiguities not otherwise explicitly stated in the Agreement prior to engaging in any actions. To the extent that the Contractor engages or fails to engage in performing an act that results in a violation of this Agreement or Applicable Law and fails to obtain explicit written permission from the City Contract Manager in advance, the Contractor shall be solely liable and the City shall not be responsible for any payment, compensation adjustments, or administrative support arising from the Contractor's actions or inactions. To the extent the Contractor's non-compliance results in increased costs to the City, the City shall notify the Contractor, identifying the dollar value of such cost impacts, and the Contractor shall, within thirty (30) calendar days of written notice from the City Contract , remit such costs to the City in the form of a direct payment sent or delivered to the City or paid to the City via an electronic payment method. The City retains the right to pursue any remedies specified in this Agreement in the event of non-compliance, at the City Contract Manager's sole discretion.

ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article 11 of this Agreement.

11.1 CONTRACTOR'S CORPORATE STATUS

The Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

11.2 CONTRACTOR'S CORPORATE AUTHORIZATION

The Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of the Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of the Contractor represents and

warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

11.3 AGREEMENT WILL NOT CAUSE BREACH

To the best knowledge of the Contractor and the City, after reasonable investigation, the execution or delivery of this Agreement or the performance by such Party of its respective obligations hereunder does not conflict with, violate, or result in a breach of: (i) any Applicable Law; (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority; or, (iii) any agreement or instrument to which the Contractor or the City is a party or by which the Contractor or any of its properties or assets are bound. If the Agreement conflicts with, violates, or results in a breach under the above circumstances, it constitutes a default hereunder.

11.4 NO LITIGATION

To the best of the Contractor's knowledge after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against the Contractor wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

A. Materially adversely affect the performance of the Contractor’s obligations hereunder; or,

B. Adversely affect the validity or enforceability of this Agreement; or,

C. Have a material adverse effect on the financial condition of the Contractor, or any surety or entity guaranteeing the Contractor's performance under this Agreement.

11.5 NO ADVERSE JUDICIAL DECISIONS

To the best knowledge of the Contractor and the City, after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

11.6 NO LEGAL PROHIBITION

To the best of each Party’s knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of that Party’s obligations under this Agreement and the transactions contemplated hereby.

11.7 CONTRACTOR’S ABILITY TO PERFORM

The Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. The Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement and in accordance with Applicable Law.

ARTICLE 12.
OTHER AGREEMENTS OF THE PARTIES

12.1 RELATIONSHIP OF PARTIES

The Parties intend that the Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and neither as an officer nor employee of the City, nor as a

partner or agent of, or joint venturer with, the City. Neither employee nor agent of the Contractor shall be, nor shall be deemed to be, an employee or agent of the City. The Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. The Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither the Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the City employees by virtue of their employment with the City.

12.2 COMPLIANCE WITH LAW

The Contractor shall at all times, at its sole cost, comply with all Applicable Laws now in force and as they may be enacted, issued or amended during the Term.

12.3 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State.

12.4 JURISDICTION

Any lawsuits between the Parties arising out of this Agreement shall be brought and heard in the Superior Court of the State of California for the County of Alameda, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Alameda County.

12.5 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

12.6 ASSIGNMENT

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The City may withhold, condition, or delay approval as the City conducts due diligence as described in Subsections A-E below within this Section 12.6 of this Agreement. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section 12.6 of this Agreement, "assignment" shall include, but not be limited to: (i) a sale, exchange, or other transfer of substantially all of the Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of ten percent (10%) or more of the local, regional, and/or corporate stock or ownership of the Contractor to a Person (other than a transfer of shares in the Contractor to an entity that is directly or indirectly owned, controlled by or under common control as the Contractor (a “Contractor Affiliate”)) except that no cumulative sale, exchange, or transfer of shares may exceed twenty percent (20%) during the Term of the Agreement (other than a transfer of shares in the Contractor to a Contractor Affiliate); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which the Contractor or any of its shareholders is a party that results in a change of ownership or control of ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of the Contractor (excluding as the

result of changes in ownership or control the Contractor and a Contractor Affiliate); (iv) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which the Contractor or any of its shareholders is a party that results in a change of ownership or control of ten percent (10%) or more of the value or voting rights in the local, regional, and/or corporate stock of the Contractor that results from changes in ownership or control between an owner of shares in the Contractor and another owner of shares in the Contractor unless the Contractor engages a professional manager to oversee this Agreement or except to a Contractor Affiliate; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of the Contractor. For purposes of this Section 12.6 of this Agreement, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

The Contractor acknowledges that this Agreement involves rendering a vital service to the City's residents and businesses, and that the City has selected the Contractor to perform the services specified herein based on: (i) the Contractor's experience, skill, and reputation for conducting Solid Waste management operations in a safe, effective, and responsible fashion, at all times in keeping with Applicable Law, regulations, and good waste management practices; and, (ii) the Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to the City under this Agreement. The City has relied on each of these factors, among others, in choosing the Contractor to perform the services to be rendered by the Contractor under this Agreement.

If the Contractor requests the City's consideration of and consent to an assignment, the City may deny or approve such request in its sole and complete discretion. No request by the Contractor for consent to an assignment need be considered by the City unless and until the Contractor has met the following requirements. The City may, in its sole discretion, waive one (1) or more of these requirements.

A. On the date the City approves the Contractor’s written request for the City’s written consent to an assignment and the assignment occurs, the Contractor shall pay the City a transfer fee in the amount of seventy-five thousand dollars ($75,000).

B. The Contractor shall pay the City its reasonable expenses for attorneys’, consultants’, and accountants’ fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. Such payment shall be required regardless of the ultimate determination of the City with regard to the approval or denial of the assignment. Upon submittal of the Contractor’s request for assignment to the City, the Contractor shall submit an initial deposit of fifty thousand dollars ($50,000) for this purpose.

C. The Contractor shall furnish the City with reviewed financial statements of the proposed assignee's operations for the immediately preceding five (5) operating years.

D. The Contractor shall furnish the City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by the Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any material citations rising to the level of enforcement action or other censure from any Federal, State, or local contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal,

or local waste management laws and that the assignee has provided the City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws, regulations, and policies regulating the Disposal of Solid Waste including Hazardous Waste; and, (v) that any other information required by the City demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner.

E. The Contractor shall provide the City with any and all additional records or documentation that, in the City Manager's sole determination, would facilitate the review of the proposed assignment.

Under no circumstances shall any proposed assignment be considered by the City if the Contractor is in default of this Agreement at any time during the period of consideration. If, in the City's sole determination, there is any doubt regarding the compliance of the Contractor with the Agreement, the City may require an audit of the Contractor's compliance and the costs of such audit shall be paid by the Contractor in advance of the performance of said audit. In addition, and subject to the foregoing, the Contractor shall not enter into negotiations to assign its rights, or delegate, subcontract or otherwise transfer any of the Contractor's obligations under this Agreement, which shall include any Assignment under this Section 12.6 of this Agreement, to any other Person for a period of five (5) years from the Commencement Date of this Agreement.

12.7 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

12.8 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement. To be effective, a waiver must be in writing and signed by the non-breaching Party.

12.9 NOTICE PROCEDURES

All Notices, demands, requests, proposals, approvals, consents, and other communications, which this Agreement requires, authorizes, or contemplates, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to the City:

City of Livermore
Attn: Public Works Manager
3500 Robertson Park Rd.
Livermore, CA 94550

Email Notice: solidwaste_recycling@livermoreca.gov

With copy to:

City of Livermore
Attn: City Attorney
1052 S. Livermore Ave
Livermore, CA 94550

Email Notice: cityattorney@livermoreca.gov

If to the Contractor:

Republic Services Vasco Road
Attn: General Manager
4001 N Vasco Road
Livermore, CA 94551

The address to which communications may be delivered may be changed from time to time by a Notice given in accordance with this Section 12.9 of this Agreement. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that Notice has been deposited in the mail, however such email notification shall not constitute official Notice.

12.10 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken by the City except as provided below. The City may delegate authority, in writing, to the City Manager and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform the City in writing of such designation and of any limitations upon his or her authority to bind the Contractor. The City may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to him or her by the Contractor as communicated to the City.

ARTICLE 13.
MISCELLANEOUS AGREEMENTS

13.1 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

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13.2 SECTION HEADINGS

The Article headings and Section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

13.4 AMENDMENTS

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

13.5 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.6 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

13.7 EXHIBITS

Each of the Exhibits identified as Exhibit “A” through “G” is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Alameda County, California on the day and year first above written.

City of Livermore
A Municipal Corporation "CITY"

Marianna A. Burch — Date
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole — 4/7/2025 | 5:03 PM PDT
8C094721F5354DE...
Deputy/Assistant/Senior Assistant/ City Attorney — Date

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu — 4/7/2025 | 5:04 PM PDT
A5F7D34BB6A748A...
Jas Sidhu — Date
Risk Manager

Republic Services Vasco Road, LLC
"CONTRACTOR"

Signed by:
Geoff Joly — 4/7/2025 | 4:35 PM PDT
064FC685CEF04E7...
Signature — Date

Print Name of Signatory

Title of Signatory

DocuSigned by:
Yasser Brenes — 4/7/2025 | 4:46 PM PDT
6BB111E6A13448D...
Signature — Date

Print Name of Signatory

Title of Signatory

Livermore Business License #

Approved by City Council — Date

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EXHIBIT A:
DEFINITIONS

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EXHIBIT A
DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required or is otherwise required in the body of the Agreement, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

"AB 901" means Assembly Bill 901 approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of; amended, renumbered, and added Section 41821.6 of; and added Sections 41821.7 and 41821.8 to, the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 939" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

"AB 1201" means Assembly Bill 1201, approved by the Governor of the State of California on October 5, 2021, which amended Sections 42356, 42356.1, and 42357 of, and amended the heading of Chapter 5.7 (commencing with Section 42355) of Part 3 of Division 30 of, the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 1594" means Assembly Bill 1594 approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time, pursuant to which, commencing January 1, 2020, the use of green material as Landfill Alternative Daily Cover does not constitute Diversion through Recycling and shall be considered Disposal.

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

"AB 2176" means the Event and Venue Recycling Act (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the California Public Resources Code, relating to Recycling), also commonly referred to as "AB 2176," as amended, supplemented, superseded, and replaced from time to time.

"Accept," "Accepted," or **"Acceptance" (or any variation thereof**) means the acceptance of materials that have been delivered to an Approved Disposal Facility and have been received by the Contractor for Disposal, in accordance with facility permits and Applicable Law.

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which provide services or products related to services under this Agreement and which are directly or indirectly related to the Contractor by virtue of direct or indirect Ownership interest or common management. They shall be deemed to be "Affiliated with" the Contractor and included within

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EXHIBIT A
DEFINITIONS

the term "Affiliates" as used herein. An Affiliate shall include: (i) a business in which the Contractor has a direct or indirect Ownership interest, (ii) a business, which has a direct or indirect Ownership interest in the Contractor and/or (iii) a business, which is also owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in the Contractor. For the purposes of this definition, "Ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date herein, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or the value that the ownership interest represents.

“Agreement” means this Agreement between the City and the Contractor for Disposal of Solid Waste, including all exhibits and attachments, and any amendments hereto.

“Alternative Daily Cover” or **“ADC”** has the same meaning as in 27 CCR Section 20690.

“Alternate Disposal Facility" means the Disposal Facility pre-approved by the City for use in an emergency situation. Under the limited circumstances described in Section 4.1.B of the Agreement related to emergency unavailability of the Approved Disposal Facility and upon execution of this Agreement, the City has pre-approved the use of the Keller Canyon Landfill in Pittsburg, which is owned by the Keller Canyon Landfill Company and operated by Keller Canyon Landfill, as an Approved Alternate Disposal Facility.

"Applicable Law" means all Federal, State, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, transportation, Processing, and Disposal of Solid Waste, Recyclable Materials, and Compostable Materials that are in force on the Effective Date and as they may be enacted, issued or amended during the Term of this Agreement.

“Approved Disposal Facility” or **“Disposal Facility”** means the Vasco Road Landfill, which is owned and operated by Republic Services Vasco Road, LLC, a wholly owned subsidiary of Republic Services Group.

“Biosolids” means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Biosolids include, but are not limited to, treated domestic septage and scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Biosolids include the residue solids resulting from the co-digestion of anaerobically digestible material with Sewage Sludge. Biosolids do not include ash generated during the firing of Sewage Sludge in a Sewage Sludge incinerator or grit and screenings generated during the preliminary treatment of domestic sewage in a treatment works.

"Business Days" mean days during which the City offices are open to do business with the public.

“California Code of Regulations” or **“CCR”** means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

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"Carbon Sequestration" means the process of capturing and storing atmospheric carbon dioxide to reduce the amount of carbon dioxide in the atmosphere and global climate change. There are two types of Carbon Sequestration: geologic and biologic.

"Change in Law" means any of the following events or conditions that has a material and adverse effect on the performance by either Party or any Subcontractor of its respective obligations under this Agreement (except for payment obligations) or on the activities of any Approved Disposal Facility in connection with this Agreement:

1. Written change in administrative or judicial interpretation or the enactment, adoption, promulgation, issuance, or modification of any Applicable Law on or after the Effective Date; or,

2. The order or judgment of any Federal, State, or local governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error, or omission, or lack of reasonable diligence of the City or of the Contractor (or Subcontractor), whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

"City" means the City of Livermore, California.

"City Contract Manager" means the City designated employee who is responsible for the administrative management of this Agreement per Section 5.4 of this Agreement.**"City-Hauled Solid Waste"** means Solid Waste hauled to the Landfill in the City-owned and City-operated vehicles.

"City Risk Manager" means the City designated employee who is responsible for the City's risk management practices.

"Closure" (or any variation thereof) means the mandated activities stipulated in Applicable Law and required to be conducted following conclusion of Disposal activities at the Approved Disposal Facility or any portion of the Approved Disposal Facility such that Post-Closure activities can commence, including, but not limited to, all planning, design, regulatory approvals, plan implementation, construction, and monitoring.

"Collect(s)" or **"Collection"** or **"Collected" (or any variation thereof)** means the removal and transportation of Solid Waste from the place where it was generated to a Disposal site and/or the removal and transportation of Recyclable Materials, Compostable Materials, and other salvageable materials from the place where such materials were generated to a Processing site.

"Collection Company" means the company (or companies) that Collects materials from the City and delivers such materials to the Approved Disposal Facility in accordance with an agreement between the Collection Company and the City.

"Commencement Date" means July 1, 2025, or the date when the Contractor shall begin to provide all services set forth in this Agreement.

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"Compost" or **"Composting"** has the same meaning as "compost" in 14 CCR § 17896.2(a)(4).

"Compostable Materials" or **"Compostables"** has the same meaning as "compostable materials" in Section 8.08.020 of the City's Municipal Code.

"Construction and Demolition Debris" or **"C&D"** or **"Construction Debris"** means used or discarded construction materials (not including Solid Waste) removed from premises during the construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any pavement, house, commercial building, or other structure.

"Contractor" means Republic Services Vasco Road, LLC, a wholly owned subsidiary of Republic Services Group**,** organized and operating under the laws of the State through its officers, directors, employees, agents, companies, Affiliates, subsidiaries, and Subcontractors.

"Contractor's Compensation" means the monetary compensation received by the Contractor in return for providing services in accordance with this Agreement as described in Article 8 of this Agreement.

"Contractor's Contract Manager" means the Contractor designated employee who is responsible for working closely with the City Contract Manager in the monitoring and administration of this Agreement.

"Contractor's Proposal" means the proposal submitted to the City by the Contractor on August 26, 2024, for provision of Disposal Services and certain supplemental written materials, which are included as Exhibit F to this Agreement and are incorporated by reference.

"Contractor's Change in Scope Proposal" means a proposal for the modification of existing Disposal services submitted to the City by the Contractor at the City's request or a Contractor-initiated proposal per Section 3.5 of this Agreement.

"County" means the County of Alameda, California.

"Criminal Activity" means the approval of a plea of nolo contendere or the entry against the Contractor or any of its employees of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality, or regulatory agency of competent jurisdiction, based, in the case of any of the Contractor's employees, on acts taken in their official capacity on behalf of the Contractor with respect to:

1. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement;

2. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency;

3. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or

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4. Unlawful Disposal of Hazardous Waste or Designated Waste the occurrence of which the Contractor knew or should have known; or

5. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practices laws, including with respect to inflation of Solid Waste Collection, transportation, Processing fees, or Disposal fees; or

6. Violation of securities laws; or,

7. Felonies or misdemeanors involving moral turpitude.

"Designated Waste" means non-Hazardous Waste that may pose special Disposal problems because of its potential to contaminate the environment and therefore may only be Disposed in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State of California in California Water Code Section 13173(a)-(b).

"Disposal" or **"Dispose" (or any variation thereof)** means the final disposition of Solid Waste at a Disposal Facility.

"Disposal Facility" means the Vasco Road Landfill, which is owned and operated by Republic Services Vasco Road, LLC, a wholly owned subsidiary of Republic Services Group, located at 4001 North Vasco Road, Livermore, California 94551.

"Diversion" means activities that reduce or eliminate the amount of Solid Waste from Solid Waste Disposal including, but not limited to, Recycling and Composting.

"Effective Date" means the date on which the latter of the two (2) Parties signs this Agreement, subject to the provisions of Section 2.2 of the Agreement.

"Extended Producer Responsibility Program" means an environmental program or policy codified, enforced, and/or monitored by local, State, or Federal governments in which a producer's or retailer's administrative, financial, operational, and/or physical responsibility for a product is extended to the post-consumer stage of a product's life cycle. Extended Producer Responsibility Programs may be implemented by individual producers, collective industry organizations such as a producer responsibility organization, or other regulated entities specified under the program. Such programs may cover individual products or categories of products, using one (1) or more funding mechanisms, as defined in the regulation establishing the program.

"Excluded Waste" means wastes or other materials that the Approved Disposal Facility may not receive under its permits, including:

1. All materials that the Approved Disposal Facility is not permitted to Accept, *excluding* white goods with chlorinated fluorocarbons and capacitors removed, and other materials that the Contractor Accepts and safely handles, Recycles, or Disposes;

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2. Friable asbestos, unless otherwise approved by applicable regulatory agencies, consisting of materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Material if it contains more than one percent (1%) asbestos;

3. Hazardous Substances;

4. Untreated Infectious Waste that have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including untreated pathological and surgical wastes, untreated medical clinic wastes, untreated wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious disease;

5. Liquid wastes that are not spadable, including cannery and food Processing wastes, Landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, and those liquid wastes that may be Hazardous Wastes; and

6. Radioactive wastes and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or Federal regulation.

This definition will be promptly amended to reflect any applicable changes in permits or Applicable Law.

“Federal” means belonging to or pertaining to the Federal government of the United States.

“Gate Fee(s)” means the amount, established under Article 8 of this Agreement, charged to the Collection Company or the City by the Contractor for Acceptance and Disposal of Solid Waste at the Landfill.

"Generator" means any Person as defined by Section 40170 of the Public Resources Code, whose act or process produces solid waste, recyclable materials, or compostable materials as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

“Government Fee” means a fee charged as a result of any government policy or regulation.

“Government Fee Component” means that portion of a Landfill Gate Fee that represents all Federal, State, and local fees applied to Solid Waste Disposal at the Landfill.

“Gross Receipts” means total cash receipts collected from customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions.

“Hazardous Substance” means any of the following:

1. Any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances,” “Hazardous Materials,” “Hazardous Wastes,” “toxic waste,” “pollutant” or “toxic substances,” or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC

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§9601 *et seq*. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §5101, *et seq*.; (iii)the Resource Conservation and Recovery Act, 42 USC §6901 *et seq.*; (iv) the Clean Water Act, 33 USC §1251 *et seq*.; (v) California Health and Safety Code §§25115-25117, 25249.8, and 25281; (vi) the Clean Air Act, 42 USC §7401 *et seq*.; and, (vii) California Water Code §13050;

2. Any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and,

3. Any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other Applicable Law, including, without limitation, friable asbestos, polychlorinated biphenyls (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code Sections 25117, 25110.02, and 25115, or in the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901, et seq.), all future amendments thereto and all rules and regulations promulgated thereunder. Hazardous Waste includes hazardous wood waste.

"Holiday(s)" are defined as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day for the purposes of planning the Collection schedule.

"Household Hazardous Waste" means Hazardous Waste generated at residential premises within the City.

"Infectious Waste" means medical or biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5, as may be amended from time to time.

"Landfill" means the site of the Approved Disposal Facility, commonly known as Vasco Road Landfill, which is owned and operated by the Contractor and located at 4001 North Vasco Road, Livermore, California 94551.

"Liquidated Damages" means the amounts due by the Contractor for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit E of the Agreement.

"Municipal Code" means the City of Livermore Municipal Code, as of the Effective Date and as it may be amended in the future.

"Notice," "Notify," or "Notice Procedure" means a notice given in accordance with Section 12.9 of the Agreement.

"Organic Materials" means yard trimmings, food scraps, compostable paper, and clean wood, individually or collectively. Organic Materials may also include manure from herbivores (horses, cows, goats, sheep,

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rabbits, etc.). No discarded material shall be Organic Materials unless it is separated from Recyclable Materials and Solid Waste.

"Party" or **"Parties"** means the City and the Contractor, individually or together.

"Person(s)" means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, commercial entity, governmental entity, public entity, or any other legal Person.

"Per-Ton Rate(s)" or **"Rate"** means the per-unit compensation owed to the Contractor by the Collection Contractor for each Ton of Solid Waste as payment for all Disposal Services, provided under this Agreement, and as adjusted annually as provided in Article 8 of the Agreement.

"Post-Closure" means the mandated activities stipulated in Applicable Law requiring long-term monitoring and maintenance of the Approved Disposal Facility, or of any portion of the Approved Disposal Facility that has been fully Closed in compliance with Applicable Law.

"Process" or **"Processing"** means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

"Processing Site" means any plant or facility used for the purpose of sorting, cleansing, treating, or reconstituting Recyclable Materials or reusable materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

"Rate Period" means a twelve (12) month period, commencing July 1 and concluding June 30.

"RCRA" means the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq*.).

"Recyclable Materials" shall include, at a minimum, newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, phone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, and cereal and other similar food boxes); chipboard; corrugated cardboard; paper milk cartons; glass bottles and jars (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers, foil, food containers, small pieces of scrap metal); small pieces of scrap metal weighing less than ten (10) pounds and fitting into the Recyclable Materials Collection container; steel, tin, or bi-metal cans; plastic containers (no. 1 to 7); and, aseptic beverage boxes. In addition, Recyclable Materials Collected from residential premises shall include empty steel paint cans (formerly used for latex paint) and aerosol cans.

"Recycle" or **"Recycling" (or any variation thereof)** means the process of sorting, cleansing, treating, and reconstituting, at a Recyclable Materials Processing Site, materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for

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new, reused, or reconstituted products. Recycling does not include any thermal or chemical conversion methods.

"Residue" or **"Residual"** means those materials which, after Processing, are Disposed rather than Recycled, Composted, or otherwise recovered due to either the lack of markets for materials or the inability of the Processing facility to capture and recover the materials.

"SB 54" means the Plastic Pollution Prevention and Packaging Producer Responsibility Act approved by the Governor of the State of California on June 30, 2022, which amended Section 41821.5 of the Public Resources Code to add Chapter 3 (commencing with Section 42040) to Part 3 of Division 30, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 54 includes any implemented regulations developed by CalRecycle, as amended supplemented, superseded, and replaced from time to time.

"SB 343" means the Environmental Advertising: Recycling Symbol: Recyclability: Products and Packaging Senate Bill approved by the Governor of the State of California on October 5, 2021, which amended Sections 17580, 17580.5 of the California Business and Professions Code, and amended Sections 18015 and 42355.5 of, and added Section 42355.51 to, the California Public Resources Code, relating to environmental advertising, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 343 includes any implementing regulations developed by CalRecycle, as amended, supplemented, superseded, and replaced from time to time.

"SB 1016" means the Solid Waste Per Capita Measurement Act approved by the Governor of the State of California on September 26, 2008, which amended Sections 40183, 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of Article 4 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2 of Division 30 of, added Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and repealed and added Section 41825 of, the Public Resources Code, relating to Solid Waste), also commonly referred to as "SB 1016," as amended, supplemented, superseded, and replaced from time to time.

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

"Self-Haul" means the collection and transportation of Solid Waste by the owner or occupants of a residential or commercial premises located in the City.

"Self-Haul(er)" means a Person who Self-Hauls, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste.

"Self-Hauled Waste" means all Solid Waste that is Disposed of at the Approved Disposal Facility by Self-Haul customers, excluding Solid Waste that is delivered by the Collection Company or consists of the City-Hauled Solid Waste.

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"Sewage Sludge" means residual solids and semi-solids resulting from the treatment of wastewater, but does not include wastewater effluent discharged from such treatment processes.

"Sludge" means includes the accumulated solids and/or semisolids deposited from wastewaters or other fluids.

"Solid Waste" means all putrescible and non-putrescible solid, semisolid, and associated liquid waste, including garbage, trash, refuse, rubbish, ashes, industrial wastes, dewatered, treated or chemically fixed Sewage Sludge which is not a Hazardous Waste, special waste, and other discarded Solid and semi-Solid Wastes, which the City Municipal Code requires Generators within the City to set out for Collection. Solid Waste does not include the following:

1. Salvageable materials set out for Collection in a container that is specifically designated for Recyclable Materials or Compostable Materials, or any other City-approved container;

2. Hazardous Waste;

3. Low-level radioactive waste;

4. Infectious Waste provided that Infectious Waste, whether treated or untreated, is not Disposed of at a Solid Waste facility. Infectious Waste which has been treated and is deemed to be Solid Waste shall be considered Solid Waste under this definition;

5. Abandoned automobiles;

6. Compostables; nor

7. Construction and Demolition Debris.

"State" means the State of California.

"Subcontractor" means a Person who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor's fulfillment of its obligations for providing service under this Agreement.

"Term" means the Term of this Agreement, including extension periods if granted, as provided for in Article 2 of this Agreement.

"Ton(s)" or "**Tonnage"** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds per each ton where each pound contains sixteen (16) ounces.

"Working Day(s)" means days on which the Contractor is required to provide Disposal Services under this Agreement.

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EXHIBIT B:
RESERVED

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EXHIBIT C:
REPORTING REQUIREMENTS

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EXHIBIT C
REPORTING REQUIREMENTS

1. General

Records shall be maintained in forms and by methods that facilitate flexible use of the data contained in them to structure reports as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set Per-Ton Rates and evaluate the financial efficacy of operations;
- Provide concise and comprehensive operational information and metrics for use in fulfilling reporting requirements under Applicable Law;
- Determine needs for adjustment to programs or operations;
- Determine compliance with AB 341, AB1201, AB 1826, SB 54, SB 343, SB 1383, and all Applicable Law; and
- Coordinate operational and logistical matters between the Contractor and Collection Company.

2. Monthly Reports

The Contractor shall submit reports each month. Monthly reports shall include, at a minimum, the following information:

1. Total number of vehicle loads delivered by the City-Hauled Solid Waste vehicles, Collection Company, or Self-Hauler per day and a sum of total vehicle loads delivered during the reporting period;

2. Actual Tonnage of each vehicle load delivered by the City-Hauled Solid Waste vehicles, Collection Company, Self-Hauler and a sum of total Tons delivered by the City-Hauled Solid Waste vehicle, Collection Company, or Self-Hauler during the reporting period;

3. Average Tons per vehicle load delivered by the City-Hauled Solid Waste vehicles, Collection Company, or Self-Hauler to the Approved Disposal Facility during the reporting period;

4. Average Tons per day delivered by the City-Hauled Solid Waste vehicles, Collection Company, or Self-Hauler to the Approved Disposal Facility during the reporting period.;

5. Total Tons of Solid Waste Accepted by the Approved Disposal Facility users during the reporting period. The Contractor shall provide a Tonnage report that includes the total Tonnage of Solid Waste Disposed that was generated in the City and shall also list the Tonnage information separately for each of the following categories: Collection Company residential Solid Waste, Collection Company commercial Solid Waste, Self-Haul Solid Waste, and City-Hauled Solid Waste. In addition, the Contractor shall provide Tonnage information by material type for material Accepted at the Approved Disposal Facility that was used for purposes other than Disposal;

6. Self-Haul customer names and Tonnage information for those Self-Haul customers that deliver loads of Solid Waste for Disposal that are both greater than eight (8) cubic yards and heavier than one (1)

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Ton. In such case, the Contractor does not have to report separately the Tonnage delivered in each load by each customer, but the total monthly Tonnage delivered by each customer.

The Self-Haul report shall be submitted to the City within thirty (30) calendar days of the end of the reporting month;

7. Actual vehicle Turnaround Time for each vehicle load delivered by the City-Hauled Solid Waste vehicles, Collection Company, or Self-Hauler (determined in accordance with Section 5.2.6 of this Agreement) during the reporting period;

8. The reason(s) for the Contractor's rejection of any Solid Waste vehicle loads, and the associated date and time of the incident; as well as the City-Hauled Solid Waste, Collection Company, or Self-Hauler vehicle number. Note: This is in addition to the reporting required for each rejected load per Section 5.2.2 of this Agreement; and,

9. List of any violations received during the reporting period.

Each monthly report shall be formatted to show the previous months for the calendar year with year-to-date totals. The December report shall also discuss any issues, plans, and concerns related to the use of the Approved Disposal Facility during the past year and anticipated for the following year, including, but not limited to, additional services provided or available, actual or anticipated need for use of the Alternate Disposal Facilities, regulatory issues or concerns, permit and regulatory violations, etc.

3. Annual Report

The Contractor shall submit an annual report ("Annual Report") no later than forty-five (45) days after the end of each calendar year. The Annual Reports shall include, at a minimum, the following information:

1. All information required in the monthly reports, reported for the full calendar year;

2. Documentation that the Contractor paid all Government Fees and taxes necessary to provide services under this Agreement in accordance with Applicable Law;

3. An Approved Disposal Facility capacity status report that identifies the remaining permitted capacity, the aggregate capacity committed to other entities through the Contractor's contracts, the available, uncommitted capacity, and the estimated remaining years of Approved Disposal Facility capacity;

4. Copies of the waste evaluation reports conducted in accordance with 14 CCR Section 17409.5.7;

5. Copies of any State facility reports that the Contractor submits to CalRecycle or to the County's Disposal Reporting System coordinator. Such annual submittals shall be in accordance with Applicable Law, including current and future amendments to 14 CCR, Section 18815.5, and AB 901 regulations;

7. A description of any issues, plans, and concerns related to the use of the Approved Disposal Facility during the past year and anticipated changes for the following year, including, but not limited to,

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additional services provided or available, actual or anticipated need for use of the Alternate Disposal Facility, regulatory issues or concerns, permit and regulatory violations, or changes in staffing, equipment, or operations;

9. Documentation of all Solid Waste sent to the Alternate Disposal Facility;

10. An explanation of any recently adopted laws or regulations, or changes to laws or regulations that the Contractor expects may impact this Agreement or the Contractor's operations during the Agreement Term;

11. Any State facility report, including those required under Section 6.2 of this Agreement, that the Contractor submits to CalRecycle or to the Contractor's Disposal Reporting System coordinator. Such State facility reports includes those submitted for any of the Approved Facilities the Contractor is utilizing under this Agreement. Such annual submittals shall be in accordance with Applicable Law; and,

12. A Landfill Activity analysis of the changes to the airspace of the Landfill since the previous report; an analysis of the remaining capacity of the Landfill; a projection of the remaining life of the Landfill; and, a list of parties to which the Contractor has guaranteed capacity through written agreements, provided that such list includes the annual estimated Tonnage to be Disposed by each party and the term of the Contractor's capacity commitment. In the event that the Contractor has agreements with private companies, the name of the party may be withheld from the list; however, the annual Tonnage estimate, and term of the commitment must be provided. Each analysis shall be based on data generated by an aerial topographic survey of the Landfill. At a minimum, the airspace and remaining capacity of the Landfill shall be expressed in the following or similar terms: gross remaining airspace (cubic yards of remaining airspace that includes final cover, refuse, daily cover and liner); effective remaining airspace (cubic yards of remaining airspace available for refuse and daily cover); and, net remaining airspace (cubic yards of remaining airspace available for refuse only).

    In addition, the annual report of Landfill activity submitted to the City shall contain the date of the aerial survey flight, the methodology employed in the analyses, and the calculations performed to determine the airspace and remaining capacity.

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EXHIBIT D:
CORPORATE GUARANTY

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EXHIBIT D:
CORPORATE GUARANTY

THIS GUARANTY (the "Guaranty) is given as of the 7th Day of April, 2025.

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Republic Services Vasco Road, LLC (hereinafter "CONTRACTOR") is a corporation organized under the laws of the State of Delaware, all of the issued and outstanding stock of which is owned indirectly by Republic Services, Inc. a Delaware corporation ("GUARANTOR").

B. CONTRACTOR and the City of Livermore ("CITY") have negotiated an Agreement for Solid Waste Disposal, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.

C. It is a requirement of the Agreement, and a condition to the CITY entering into the Agreement, that GUARANTOR guaranty CONTRACTOR'S performance of the Agreement.

D. GUARANTOR is providing this Guaranty to induce the CITY to enter into the Agreement and the CITY is reasonably relying on this Guaranty as it enters into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, GUARANTOR agrees as follows:

1. Guaranty of the Agreement. GUARANTOR hereby irrevocably and unconditionally guarantees to the CITY the complete and timely performance, satisfaction and observation by CONTRACTOR of each and every term and condition of the Agreement, which CONTRACTOR is required to perform, satisfy, or observe. In the event that CONTRACTOR fails to perform, satisfy or observe any of the terms and conditions of the Agreement, GUARANTOR will promptly and fully cause performance, satisfy or observe them in the place of CONTRACTOR or cause them to be performed, satisfied or observed. GUARANTOR hereby guarantees payment to the CITY of any damages, costs, or expenses which might become recoverable by the CITY from CONTRACTOR due to CONTRACTOR's breach of the Agreement.

2. GUARANTOR's Obligations Absolute. The obligations of the GUARANTOR hereunder are direct, immediate, absolute, continuing, unconditional, and unlimited, and with respect to any payment obligation of CONTRACTOR under the Agreement, shall constitute a guarantee of payment by Guarantor and not a guarantee of collection. In any action brought against the GUARANTOR to enforce, or for damages for breach of, GUARANTOR's obligations hereunder, the GUARANTOR shall be entitled to all defenses, if any, that would be available to CONTRACTOR in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. Waivers. Except as provided herein the GUARANTOR shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under this Guaranty for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of CONTRACTOR; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the

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impairment or suspension of any of the CITY'S rights or remedies against CONTRACTOR; or (4) any merger or consolidation of CONTRACTOR with any other corporation, or any sale, lease, or transfer of any or all the assets of CONTRACTOR, or any assignment per Section 12.6 of the Agreement, unless a replacement guaranty is mutually agreed upon between the CITY and the new guarantor. Without limiting the generality of the foregoing, GUARANTOR hereby waives the rights and benefits under California Civil Code §2819.

The GUARANTOR hereby waives any and all benefits and defenses under California Civil Code §2846, 2849, and 2850 as may be amended from time to time, including without limitation, the right to require the CITY to (a) proceed against CONTRACTOR, (b) proceed against or exhaust any security or collateral the CITY may hold now or hereafter hold, or (c) pursue any other right or remedy for GUARANTOR's benefit, and agrees that CITY may proceed against GUARANTOR for the obligations guaranteed herein without taking any action against CONTRACTOR or any other guarantor or pledge or and without proceeding against or exhausting any security or collateral the CITY may hold now or hereafter hold. The CITY may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against CONTRACTOR or any other guarantor or pledge or without impairing the CITY'S rights and remedies in enforcing this Guaranty.

The GUARANTOR hereby waives and agrees to waive at any future time at the request of the CITY to the extent now or then permitted by law, any and all rights which the GUARANTOR may have or which at any time hereafter may be conferred upon GUARANTOR, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the GUARANTOR hereunder: (a) at any time, or from time to time, without notice to the GUARANTOR, performance or compliance herewith is waived; (b) with respect to CONTRACTOR'S obligations under the Agreement, any provision of the Contractor's indemnification or any security within the Agreement is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the CITY'S approval.

The GUARANTOR hereby expressly waives: diligence, presentment, demand for payment or performance, protest, and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, GUARANTOR's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the CITY as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by GUARANTOR or CONTRACTOR prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. Contractor's Defenses. Notwithstanding any other provision in this Guaranty, GUARANTOR shall have available to it any and all defenses that Contractor may have that arise from terms and provisions of the Agreement, as it may be amended from time to time, in any action to enforce this Guaranty.

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EXHIBIT D:
CORPORATE GUARANTY

5. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and GUARANTOR shall remain fully responsible under this Guaranty without regard to the acceptance by the CITY of any performance bond or other collateral to assure the performance of CONTRACTOR'S obligations under the Agreement. GUARANTOR shall not be released of its obligations hereunder so long as there is any claim by the CITY against CONTRACTOR arising out of the Agreement based on CONTRACTOR'S failure to perform which has not been settled or discharged.

6. No Waivers. No delay on the part of the CITY in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. Failure to insist upon the strict performance of any term or condition in this Guaranty, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. No notice to or demand on GUARANTOR shall be a waiver of any obligation of GUARANTOR or right of the CITY to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the CITY and by GUARANTOR, nor shall any waiver be effective except in the specific instance or matter for which it is given.

7. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, GUARANTOR agrees in the event of Guaranty's breach of its obligations hereunder, to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the CITY in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder, providing the CITY is the prevailing party, otherwise, in all instances in which GUARANTOR is the prevailing party, GUARANTOR shall be entitled to recover from CITY its reasonable attorney's fees and reasonable costs and expenses incurred by the GUARANTOR in defending this Guaranty against the CITY.

8. Governing Law: This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity, and performance. GUARANTOR agrees that any suit, action, and other proceeding brought by the CITY or other party to enforce this Guaranty may be brought and concluded in the courts of the State of California, in Alameda County, or the United States District Court Northern District of California, which shall have exclusive jurisdiction over such suit, action, or proceeding. GUARANTOR appoints the following Person as its agent for service of process in California: CT Corporation System. This agent for service of process may be updated from time to time in the GUARANTOR's Statement of Information on file with the California Secretary of State.

9. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

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EXHIBIT D:
CORPORATE GUARANTY

10. Binding on Successors. This Guaranty shall inure to the benefit of the CITY and its successors and shall be binding upon GUARANTOR and its successors, including transferee(s) of substantially all of GUARANTOR's assets and its shareholder(s) in the event of its dissolution or insolvency.

11. Authority. GUARANTOR represents and warrants that it has the corporate power and the authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the Person signing this Guaranty on its behalf has the authority to do so.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the CITY:	City of Livermore Attn: Public Works Manager 3500 Robertson Park Rd. Livermore, CA 94550
With a copy to the CITY Attorney at:	City of Livermore Attn: City Attorney 1052 S. Livermore Ave Livermore, CA 94550
To the GUARANTOR:	Republic Services Attn: Chief Legal Officer 18500 N. Allied Way Phoenix, Arizona 85054
With a copy to the CONTRACTOR:	Republic Services Vasco Road Attn: General Manager 4001 N Vasco Road Livermore, CA 94551

The parties may change the address to which notice is to be sent by giving the other party notice of the change.

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EXHIBIT D:
CORPORATE GUARANTY

IN WITNESS WHEREOF, the GUARANTOR has executed this Agreement as of the Day and year first above written.

GUARANTOR:

Republic Services, Inc., a Delaware corporation

By: _____

Name: Calvin R. Boyd

Title: Vice President, Finance and Treasurer

By: _____

Name: John B. Nickerson

Title: Vice President, Asst. Secretary

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EXHIBIT E:
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

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EXHIBIT E
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

The following table lists the events that constitute breaches of the Agreement's standard of performance and warrant the imposition of Liquidated Damages. The table describes the incident(s) or event(s) that trigger Liquated Damages, the methods by which occurrences will principally be tracked by the Contractor or the City, and the dollar amounts of Liquidated Damages that the City may assess for the Contractor's failure to meet the performance requirements specified in this Agreement. In the event that the City Contract Manager determines that the Contractor has failed to meet the performance standard of this Agreement and described below, the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement.

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EXHIBIT E
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Event of Non-Performance	Definition	Acceptable Performance Level	Liquidated Damage Amount
Failure to meet vehicle turnaround guarantees specified in Section 5.2.6 of the Agreement.	The Contractor shall operate the Approved Disposal Facility such that vehicle turnaround times do not exceed the maximum vehicle turnaround time identified in Section 5.2.6 of the Agreement.	Twenty-five (25) Minute Maximum	$100/Vehicle delayed.
Failure to receive vehicles during operating hours specified in Section 5.2.3 of the Agreement.	Failure of the Contractor to open the Approved Disposal Facility to the Collection Company during operating days and hours specified in Section 5.2.3 of the Agreement.	No acceptable failure level	$500/Ton
Failure to provide adequate Disposal capacity.	Failure to provide adequate and guaranteed Disposal capacity.	No acceptable failure level	$1,000/Day
Failure of the Contractor to achieve regulatory compliance performance standards of Section 5.2.1 of the Agreement.	For each Notice of Violation that any part of the Contractor's Approved Facility(ies) receives from any regulatory body related to the Contractor's responsibilities as it pertains to operation of the Approved Facility(ies) as outlined in this Agreement.	No acceptable failure level	$5,000/Month or portion thereof until the Notice of Violation is resolved.
Timeliness of submissions of reports to the City specified in Article 6 of the Agreement.	Failure to submit any report on time to the City (any report shall be considered late until a correct and complete report is received by the City).	Less than seven (7) calendar days after the report's due date	$500/Day
Failure to make records available upon request.	Failure of the Contractor to make reports and records collected and retained by the Contractor accessible to the City or its authorized representatives within five (5) Business Days of making a records request.	No acceptable failure level	$500/Day for each day that the requested records are not available to the City.
Failure of the Contractor to provide	Failure of the Contractor to provide a complete and accurate written response to the City's request within	No acceptable failure level	$500/ Day for each day that the requested information is

EXHIBIT E
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Event of Non-Performance	Definition	Acceptable Performance Level	Liquidated Damage Amount
an accurate written response to information requested by the City.	the timeframe specified in the Agreement (which shall not be less than ten (10) Business Days if no timeframe is specified in the Agreement).		late.
Failure of the Contractor to Accept Solid Waste delivered by Collection Company.	Inability of the Contractor to Accept Solid Waste at the Disposal Facility for any reason other than an Force Majeure Event as defined in Subsection 10.7.A of the Agreement and per the provisions of Section 10.7 of the Agreement, and without prior arrangement for use of an Alternative Disposal Facility.	No acceptable failure level	$500/Ton
Failure to report use of the Alternate Disposal Facility.	Failure of the Contractor to report use of the Alternate Disposal Facility in the event of an emergency.	No acceptable failure level	$500/Load of material Delivered to an Alternate Disposal Facility without prior notice to, and approval by, the City.
Delivery to Non-Approved Disposal Facility	Each individual occurrence of delivering Solid Waste to an Alternate Disposal Facility from the Approved Disposal Facility (except in the event of an emergency).	No acceptable failure level	$500/Failure

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EXHIBIT E
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

By placing designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the Liquidated Damage provisions of the time that the Agreement was made.

Contractor

Initial Here: Initial GJ

City

Initial Here: _____

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EXHIBIT F:
CONTRACTOR'S PROPOSAL

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EXHIBIT A

Landfill Disposal Services

Landfill Disposal Services RFP

CITY OF LIVERMORE CALIFORNIA

Submission Date: August 26, 2024

REPUBLIC SERVICES

Sustainability in Action

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September 11, 2024

Ms. Judy Erlandson
Interim Public Works Director
Public Works Department
3500 Robertson Park Rd.
Livermore, CA 94550

Subject: City of Livermore
Request for Proposal for Solid Waste Disposal Services

Dear Ms. Erlandson,

As the City of Livermore's (City) current and longstanding solid waste disposal service provider, Republic Services Vasco Road, LLC ("Republic Services") appreciates the opportunity to submit this proposal for solid waste disposal services. We have thoroughly reviewed the City's Request for Proposals ("RFP"), the draft disposal agreement, all attachments, exhibits, addenda, and other documents relative to the RFP process. In addition, we have engaged our in-house experts to conduct all necessary due diligence to investigate and confirm the material facts upon which this proposal is based.

A few key elements highlighting our approach in responding to this RFP:

- **Experience** - Republic Services is one of the most experienced solid waste and recycling services provider in the nation, including the greater Alameda County area. Republic Services has continued to provide exceptionally reliable post collection services as the preferred municipal partner to over 2700 municipalities across the country.
- **Community Engagement** - Republic Services is second to none when it comes to our community partnerships. Environmental responsibility is our business, but community engagement – sharing our expertise to make our planet better for all – is our passion. We are excited to further expand our disposal and diversion-driven service offerings to the City's ratepayers at our proposed facilities. Through newly developed drop-off programs and extended producer responsibility programs, Republic Services is best suited to assist our community members in the City's service area with their disposal needs in a localized setting.
- **Ethical Partners** – Republic Services is proud to have been named to Ethisphere's World's Most Ethical Companies for the fourth year in a row. Republic is the sole recycling and solid waste services provider to be recognized as a global leader in defining and advancing standards for ethical business practices.
- **Environmentally Superior** – The Vasco Road Landfill meets and exceeds all the State of California's landfill-related standards and regulations, as well as the U.S. Environmental Protection Agency's (USEPA) Resource Conservation and Recovery Act (RCRA) subtitle "D" standards. The landfill is sited in an area of superior natural features and engineered to provide an environmental safety net well beyond minimum regulatory requirements. In addition, the use of Vasco Road Landfill -- located within Alameda County and the City's current service provider – is the environmentally superior disposal option because utilization of Vasco Road Landfill avoids the need for hauling solid waste to a more remote landfill site, reducing vehicle miles and greenhouse gas emissions.
- **Industry Leader –** Republic Services is ranked 1st industry-wide and in the top 10%, globally, by the Carbon Disclosure Project (CDP) for our impact reduction on climate

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- change. We are also the only solid waste company selected to the prestigious Dow Jones Index for Sustainability. Republic Services takes pride in our superior safety record that is 41% lower than the industry average.

I will serve as the key contact person for this project. The Authority may contact me directly by telephone: (510) 691-4337, by email: JMills3@republicservices.com or by mail: 901 Bailey Road, Pittsburg, CA 94565. The team and I have examined, understood, and agreed to the draft Disposal Services Agreements and conducted all due diligence necessary to confirm material facts upon which our proposal is based.

It is important to note that Republic Services has submitted pricing and a per ton disposal rate that is fully compliant with the terms and conditions of the RFP and Draft Disposal Agreement. However, Republic Services welcomes the opportunity to discuss cost saving opportunities and decreased tip fees via alternative agreement provisions, which may include:

- An evergreen (or auto-renewal) provision added to the initial base term in which either the City or the Contractor has the ability to discontinue during the life of the agreement. For example, an initial 10-year base term and an auto-renewing 5-year extension.
- A minimum (floor) and maximum (ceiling) to the annual rate adjustment methodology; including a roll-over provision for any year in which the Bay Area CPI exceeds the determined annual ceiling percentage. For example, a X% floor and Y% ceiling to the annual CPI adjustment, where any percentage amount in which CPI exceeds the Y% ceiling would be rolled-over into the following year's rate adjustment amount (still subject to the same ceiling in year thereafter).
- Special tip fee adjustment language that allows the Contractor to seek compensation from the City for investments that maintain regulatory compliance and industry best=practices for landfill management.
- Other contractual items to be explored and discussed by the City and Republic Services.

Republic Services proudly invites the City, and its consultants, to tour our state-of-the-art facilities. We stand behind this proposal with the commitment of providing strong support and assistance towards achieving the Authority's diversion goals. I, the undersigned, am authorized to bind this company in contract with the Authority for the scope of services outlined in the RFP, and I look forward to the opportunity to continue serving your affiliated communities.

Respectfully,

Josh Mills
General Manager, Northern CA Post Collections Division
Republic Services Vasco Road, LLC d/b/a Vasco Road Landfill

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Certificate of Secretary

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL
TO PROVIDE SOLID WASTE DISPOSAL SERVICES
FOR THE CITY OF LIVERMORE
IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **REPUBLIC SERVICES VASCO ROAD, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES OF CALIFORNIA HOLDING COMPANY, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **JOSH MILLS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 5th day of August, 2024.

Lauren McKeon

Lauren McKeon, Secretary

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A. Executive Summary

Republic Services is the national leader in comprehensive environmental services, currently partnered with more than 2,000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction. We continue to invest in and enhance our customer-facing technology. We also use our RISE technology platform for visibility into our dispatch and collection operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. This platform has significantly increased connectivity with our customers, offering them the ability to "Track My Truck" – which also further empowers our employees, improves productivity and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in the business for the long term. Most evident is our innovation and

Republic Services is your low-risk, best value partner

- Many employees live within The City of Livermore limits.
- More than 10 years continuously serving The City of Livermore
- Reliable – 99.9% pickup rate
- Safer – 35% fewer incidents than industry average
- Environmental Responsibility – #15 on the 2023 Barron's 100 Most Sustainable Companies
- Owner and operator of the largest hazardous waste disposal portfolio in America

*Figure 1. **Your Low-Risk, Best Value** Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.*

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
35% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized #15 on the 2023 Barron's list of 100 Most Sustainable Companies	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Hundreds of trained agents networked together nationwide, organized in pods that focus on your market
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

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investment to develop the nation's first polymer centers, delivering the production quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all of our operations in the country.

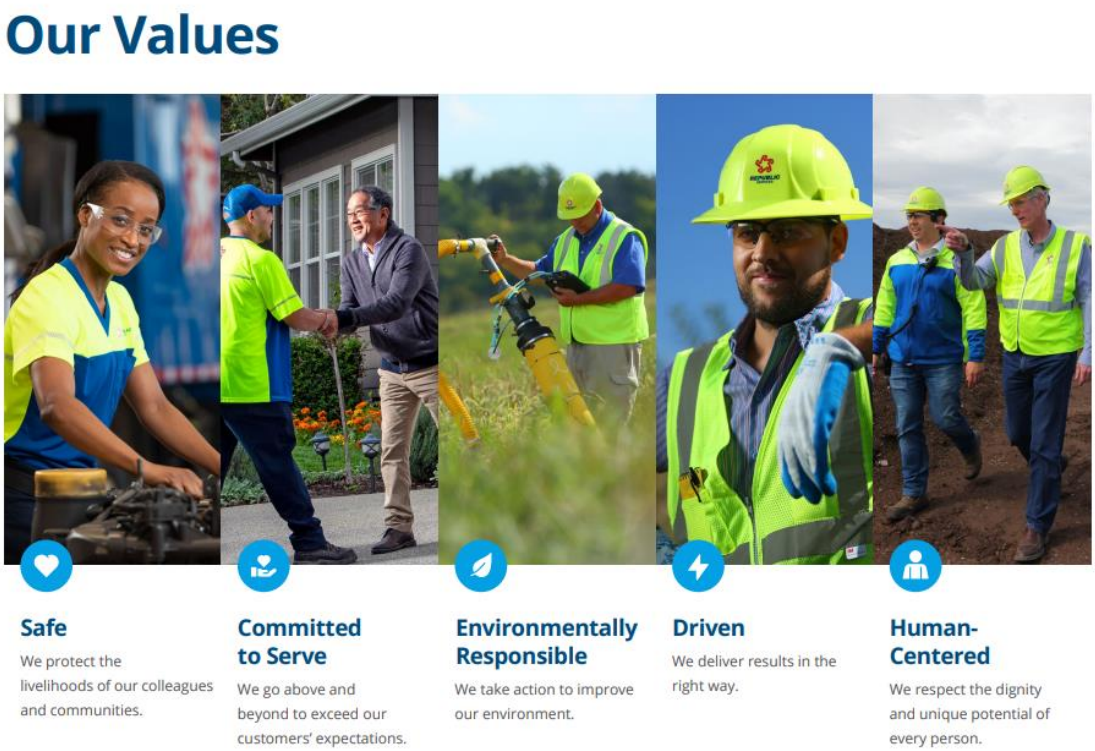
Our Values

Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities.
- **Committed to Serve** – We go above and beyond to exceed our customers' expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as the most sustainable partner for our municipalities.

*Figure 2. **Five core values** guide us as we serve our customers every day.*



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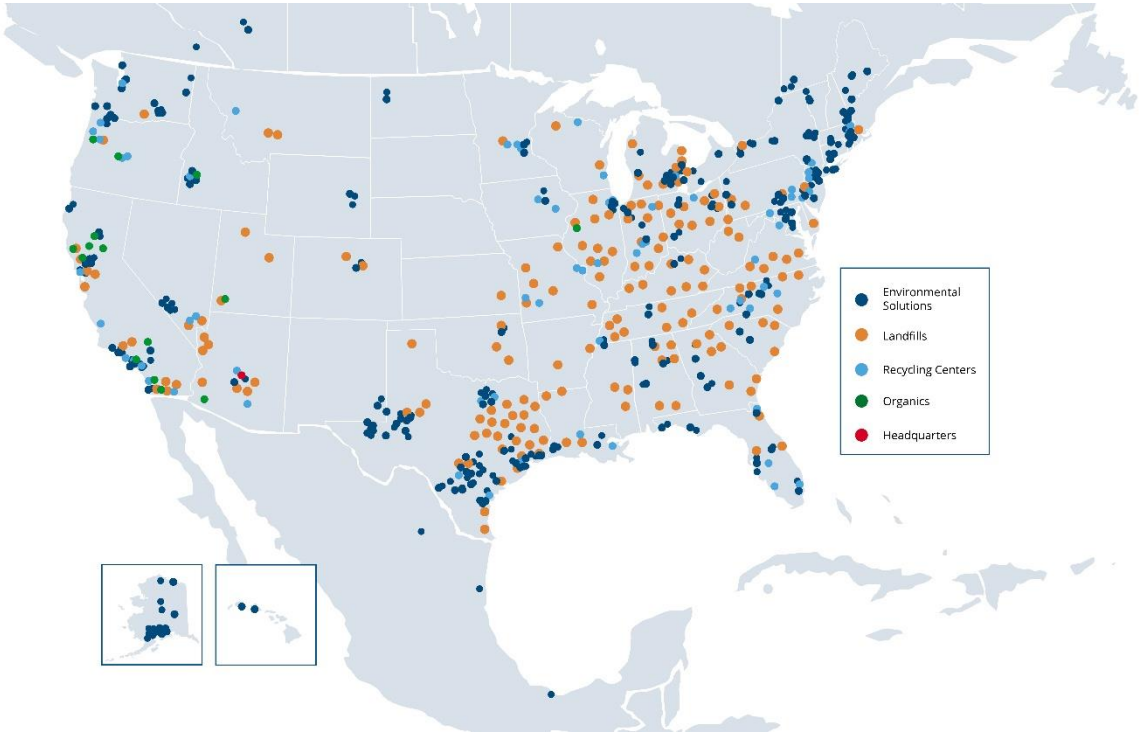
Local Leadership with National Support

Our local team is vital to the continued successful delivery of this contract and its daily operations. This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have longevity in the region. Because of this, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as COVID-19 and natural disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to The City of Livermore that many other providers in the industry are unable to stand behind.

Figure 3. ***Local team with a national network.*** *Republic Services delivers essential services and Emergency Response in almost every state in North America.*



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Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact, to landfills that generate renewable energy, we are **Sustainability in Action**™. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

We are guardians of our environment and have a big responsibility to it. We lead by example, working diligently to decrease our vehicle emissions, create innovative landfill technologies, generate and use renewable energy, and cultivate community engagement and employee growth opportunities. We are privileged to serve millions of customers nationwide. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we've built our 2030 Sustainability Goals.

Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services has a consistently low occurrence of incidents and accidents and is known for our strict focus on safety and corresponding best in industry, multi-faceted, and well-organized safety program. Republic Services has a 35% lower than the average industry incident rate based on OSHA recordable data. Employees, the

Figure 4. ***Our 2030 Sustainability Goals encompass Safety, Talent, Communities and Climate Leadership***

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public and rate payers all benefit from Republic Services' dedication to safety. We have been, and will continue to strive to be, the safest waste services company in America.

Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level. We are invested in them and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day. Our active inclusion and diversity efforts work to ensure everyone can bring their best selves to work each day.

Republic Services' local offices are staffed with a committed team of several hundred professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, the The City of Livermore**.**

Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030 Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes. Republic Services is a proud member of the Dow Jones Sustainability Indices, and most recently was named in Barron's "100 Most Sustainable Companies" in 2023.

Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Republic Services' community engagement plan is based on the needs of the community-based organizations and civic and business entities of The City of Livermore. Republic Services has a track record of giving to and spending in The City of Livermore's service area.

Sustainability as a Platform for Growth

Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which ultimately will transform ways in which the recyclable materials in America achieve circularity, as well as dramatic reductions in emissions attributed to landfills and fleet vehicles. Four relevant examples of this commitment and industry leadership are outlined below and are directly related to the third-party recognition and awards that we continue to receive.

Renewable Energy

Our landfills around the country safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit to the communities we serve – they're producing renewable energy.

When organic waste breaks down in a landfill, the natural process creates biogas, which consists largely of methane. We capture this gas though collection systems, and, for many years, have utilized it to generate energy. Our legacy landfill gas-to-energy (LFGTE) projects produce electricity for the public utility grid.

Today, demand for renewable energy is being driven by efforts to decarbonize and reduce emissions, so our focus has shifted to production of renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, it can reduce emissions up to 70%, which has made it highly valued in the marketplace.

To help meet this rapidly growing demand, we recently announced a joint venture with Archaea Energy/bp to develop 40 landfill RNG projects across 19 states. This venture is the nation's largest RNG portfolio build-

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out to date, offering both environmental and economic sustainability.

Once fully operational, these projects are expected to generate approximately 12.5 million MMBtu of RNG annually – equivalent to the average annual natural gas usage of nearly 200,000 residential customers in the U.S. We already are involved with 69 LFGTE projects around the country, and these additional deployments give us scale to make a significant climate impact directly from our operations.

Once all 40 projects are online in 2027, we anticipate capturing and beneficially reusing 70% of our total landfill gas and making significant progress toward our Renewable Energy goal.

Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations and in the communities we serve. That's why Republic Services has made an industry-leading commitment to fleet electrification.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight. Electric vehicles (EVs) also offer a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

Our first electric trucks are powered by the public utility grid. Even in states with the highest grid carbon intensities, EVs have significant greenhouse gas benefits over diesel vehicles. Batteries and electric motors are incredibly efficient at converting energy to propulsion – and, combined with regenerative braking, our electric collection trucks are three to four times more fuel-efficient than a diesel truck.

In 2021, Republic began operating our first regular collection routes with electric trucks. In Idaho, three EVs are collecting commercial recycling, and we have two more EVs operating in North Carolina. These EVs are already delivering economic as well as environmental benefits, with lower fuel and maintenance costs in addition to zero carbon emissions.

In 2023, we announced a partnership with Oshkosh, in which we collaborated on the design for the first frame-up electric vehicle platform. The platform offers 30% more room in the cab of the vehicle for the driver, because there is no engine under the cabin. Additionally, the platform has state-of-the-art safety features, which positions it well to serve the communities where we live and work.

We expect the pace of our electric truck rollout to accelerate in future years, and plan to electrify a significant portion of our fleet by 2030.

Polymer Center

Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what's not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from curbside collection of recyclable material to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

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Our first Polymer Center opened in Las Vegas in 2023 to process plastics from Republic's recycling facilities in the West, with three to five additional sites planned to provide nationwide coverage in the future. These sites will help recover a greater volume of valuable plastics, expand the materials accepted for recycling in some communities and help support our Circular Economy goal.

Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

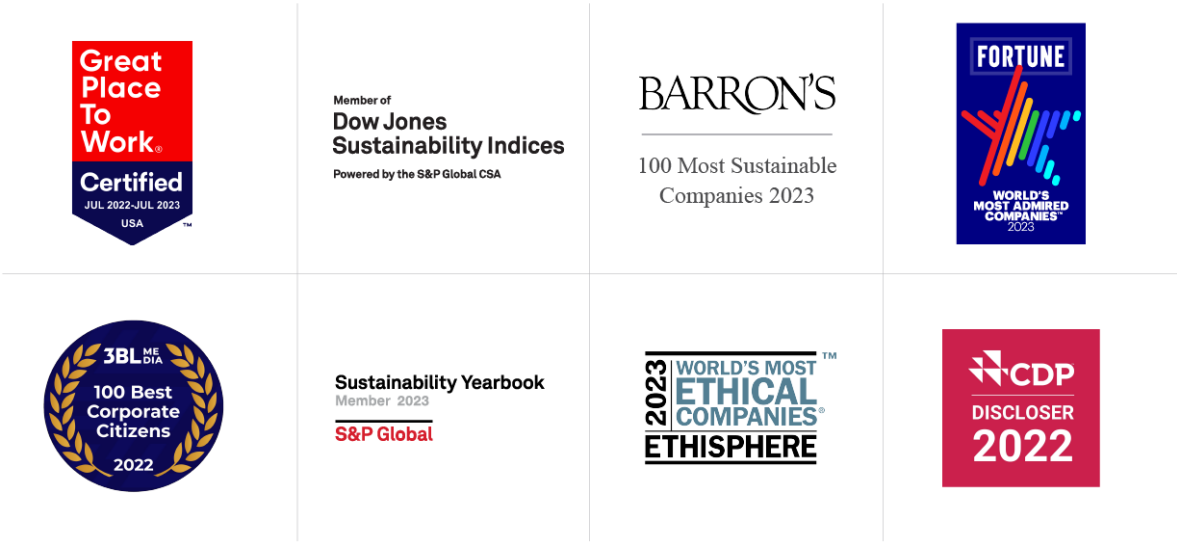
This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.

US Ecology adds a national platform of difficult-to-replicate assets and talent to Republic Services. This includes adding nine specialty waste landfills with five hazardous waste landfills, 16 RCRA permitted TSDFs, seven wastewater treatment facilities, and more than 100 environmental services field locations including treatment and recycling centers.

Customers with multiple recycling and waste service needs value the ability to consolidate services with a single partner who has a successful track record of safety, compliance and environmental responsibility.

These important new service capabilities added to the Republic Services portfolio mean that we can now safely and responsibly manage more of the non-standard waste collection and processing tasks that are critical to all municipalities across the country. Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps. Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.

*Figure 5. **Recognition supports our approach.** Engaged employees and leadership make Republic Services an employer of choice.*



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Lastly, municipalities can now enjoy a single partner that can step in to support cleanups of abandoned waste, homeless encampments, drug labs seized by police, as well as emergency response from spills, remediation, or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who worked to support recovery efforts including the collection, transport and disposal of oil-soaked waste.

We are excited to be your best value partner, because we know the company we will continue to become during the term of your contract and beyond.

*Figure 6. **Emergency Response Services** – we were at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021.*

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B. Service Provider Description

Republic Services is a national leader in environmental services, delivering essential services to more than 2,000 communities, and 13 million customers.

Local Presence

For decades, Republic Services has partnered with municipalities, residents and businesses to provide solid waste, recycling, yard waste, and bulky item collection services.

Republic Services serves the communities our employees live within. In fact, as a community partner, we employ hundreds of people within Alameda County.

We place great importance on talent and recognize that our employees are our most important asset. Republic Services endeavors to provide the very best working conditions, including a safe environment, competitive pay and benefits, and many opportunities for personal and professional growth. In fact, many of our supervisors and managers began their careers at Republic Services as drivers, landfill operators or technicians.

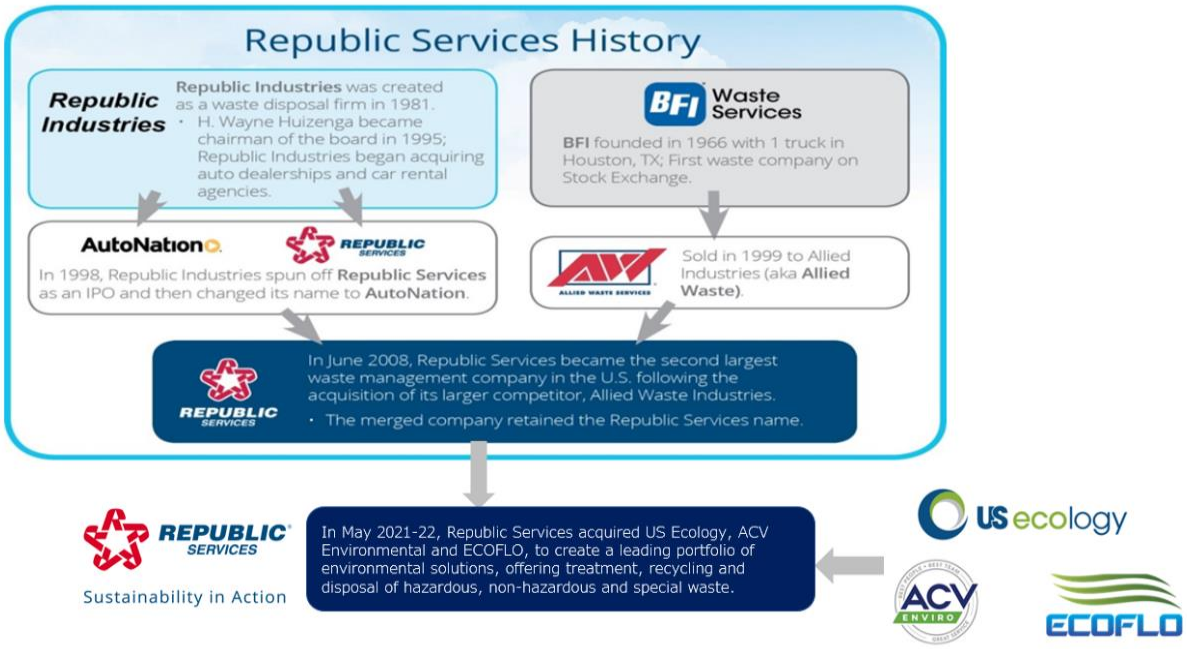
Republic Services invests in our communities by continuing to provide customers with safe, customer-service-focused solutions.

- Municipalities that partner with Republic Services typically renew or extend their contracts about 90% of the time. We've had some partnerships for longer than 50 years.
- Our 16,000 drivers execute more than 5M pickups/day nationwide.
- Republic Services Charitable Foundation gives back to communities through our National Neighborhood Promise and community-based grant programs.

1. Business Structure

Republic Services is an industry leader in environmental services, recycling and waste. With the acquisition of US Ecology in 2022, we can now offer customers the most

*Figure 7. **Company History**. Today's Republic Services is the product of three former industry leaders in recycling and solid waste, and the 2022 addition of three prominent leaders in environmental services.*



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comprehensive set of products and services available from a single company.

With 39,000 employees and 16,000 trucks on the road, we operate the fifth largest vocational fleet, and we're able to serve customers throughout the nation and beyond. Our extensive infrastructure includes 198 active, modern landfills and 71 recycling centers.

In addition to our daily operations, we have our eyes on the future, currently operating 77 landfill gas and renewable energy projects, and we're adding 39 more in a joint venture with Archaea Energy/bp in the next decade.

Our Promise

Sustainability in Action™ is our promise and it's more than just a promise for us. It's who we are and what we do. As an environmental services leader, we make a commitment to operate in the most responsible way possible. We're not waiting for tomorrow; we're doing the hard work of sustainability today, within every facet of our business.

Our Vision

Republic Services' vision is: Partnering with customers to create a more sustainable world. This vision is intentionally ambitious and demonstrates our commitment to achieve real sustainability. We also partner with customers to help them follow through on their commitments and responsibilities.

*Figure 8. **Environmental Responsibility**. We believe there will always be more we can do to enhance our sustainability efforts, and, in the process, strengthen our business.*

Sustainability

At Republic Services, we are dedicated environmental stewards entrusted to properly handle materials every day by driving increased recycling, generating renewable energy and helping our customers be more resourceful. Republic Services leads by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Sustainability contributes to a cleaner world, provides opportunities to increase customer loyalty, grows our business, motivates our employees and differentiates Republic Services from our competitors.

People

Our people are the center of our success. Attracting, developing and engaging the best talent is critical to our success. Whether it's through our dedication to safety, robust learning and talent development programs or expanding our diversity and inclusion initiatives, we are committed to making Republic Services an employer of choice where the best and brightest come to work.

Leadership

Republic Services' operations are expansive in scope and network but local in operations and service. The dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through 12 geographic operating areas, consisting of multiple business units and divisions that each provide recycling and waste collection, transportation and disposal services.

Your landfill disposal contract will be executed locally, by our seasoned team located at Keller Canyon Landfill. This team

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is fully empowered within our company structure to serve you. This local team has the backing and support of corporate staff.

Legal Entity

Entity Name: Republic Services Vasco Road, LLC
Entity Type: Stock Corporation – CA – General
Registration Date: 1/27/2000

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

The following figure shows information as of March 2024 with respect to the ownership of common stock by shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock.

Republic Services does not have any creditors who are owed a debt greater than 10% of the company's total assets.

Credit Rating

Republic Services, Inc. has an "investment-grade" rating.

Associations

Republic Services is a member of the following associations. Our employees are actively engaged in these organizations and serve on the board of directors and/or are elected officers in many cases.

- National Waste & Recycling Association (NWRA)
- National Waste & Recycling Association (NWRA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council

Figure 9. Ownership beyond five percent

Name of Owner	Percent Owned
Cascade Investment, LLC	34.9%
BlackRock, Inc.	6.3%
The Vanguard Group, Inc.	5.8%

- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)
- International Facility Managers Association (IFMA)

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Certificate of Good Standing: Vasco Road Landfill

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	REPUBLIC SERVICES VASCO ROAD, LLC
Entity No.:	200003210039
Registration Date:	01/27/2000
Entity Type:	Limited Liability Company - Out of State
Formed In:	DELAWARE
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 17, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 201232317

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

Corporate Data Sheet: Vasco Road Landfill

Corporate Data Sheet Report

As of August 05, 2024

Republic Services Vasco Road, LLC

Formed in Delaware on 10/22/1998

Status:	Current		
Entity Type :	Limited Liability Company		
Federal ID #:	65-0936716	**Internal #:**	VA
Domicile:			

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

	Title
Julia Arambula	President
Kevin Divincenzo	Vice President
Ashley Kasarjian	Vice President
John B. Nickerson	Vice President
Larson Richardson	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
Ashley Kasarjian	Assistant Secretary
John B. Nickerson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	Registered in	%Ownership
Republic Services of California Holding Company, In	Delaware	100.0000 %

Registrations

California	**Charter No.**	**Tax ID No.**	**Date**	**End Date**
Qualification	200003210039		01/27/2000	
Delaware	**Charter No.**	**Tax ID No.**	**Date**	**End Date**
Formation	2958660		10/22/1998	

Bridgeway Report
Corporate Data Sheet - v.6 Generated 08/05/2024 7:24:01 AM *Page 1 of 1*

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2. Qualifications

Our operations are run locally by seasoned industry veterans and are backed by their Area and Corporate leadership team's experience and strength.

Republic Services is structured along functional lines, which allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. They are knowledgeable of local collection and post-collection processing activities and are supported by the extensive resource recovery technical expertise and financial strength of our parent company Republic Services, Inc.

Our in-house training, personnel advancement, recruitment programs, and workforce development are some of the most comprehensive in the industry, enabling us to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

Figure 7 provides an overview of the team responsible for managing the services provided under this agreement.

A. Experience

For over 50 years, Republic Services has partnered with municipalities, residents, and businesses throughout Northern California, providing collection, disposal, and processing services.

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in the greater Sacramento region. This allows us to respond and meet your needs quickly while staying in touch with the Authority staff and Member Agencies. Our strong area management team will enable us to effectively and efficiently drive initiatives that help ensure consistency across the organization. Our area team has extensive authority, responsibility, and autonomy for operations within Northern California.

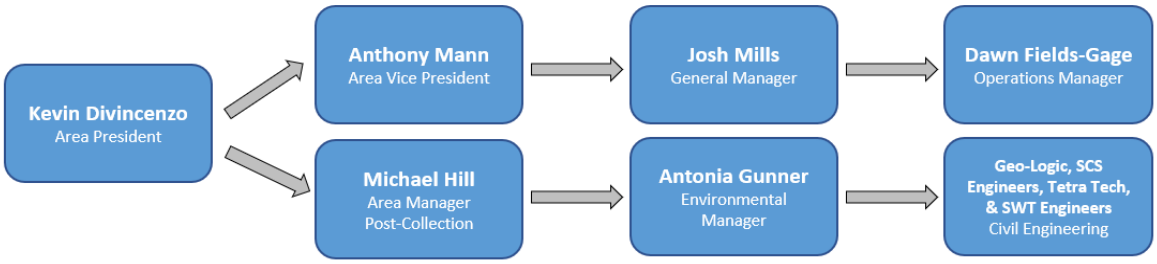
Our team brings unrivaled experience in landfill management

- We provide jobs to over 36,000 people nationwide
- Relentless in our focus to foster a culture of inclusion and diversity
- Proud to have some of the best and safest heavy equipment operators in the business
- Republic's We Work for Earth and SheDrives initiatives were recognized for adding more diversity into every part of our recruitment process

B. Key Personnel

Our local business operations are fully empowered and accountable for delivering on our commitments to our customers. They are also backed by our area and corporate leadership teams' support and breadth, capable of massing expertise and corporate might to assist or respond to any challenge during the contract term. An example of this benefit to the Authority is our response capabilities during crises such as earthquakes, wildfires, or other disasters.

*Figure 10. **Organizational Chart**. The organization chart outlines the Team who will manage the process through contract implementation.*



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Key Personnel Resumes: Vasco Road Landfill

Kevin Divincenzo, Area President

2125 Oak Grove Rd, Suite 110
Walnut Creek, CA 94598

kdivincenzo@republicservices.com

(330) 623-1629

Kevin Divincenzo has over 13 years of experience in the solid waste industry, all with Republic Services, and oversees the strategic and operational direction for the West Area, including Northern California and Las Vegas, Nevada. He is responsible for managing over 3,000 employees in the 45 solid waste divisions which include 9 landfills, 14 transfer stations, 3 recycling centers, 3 composting facilities, 1 anaerobic digestion plant, 1 sustainability pig farm, and 1 railyard. His area generates 1.5 billion in annual revenue with a focus on strategic integrated growth.

With Republic Services, Kevin has managed an increasingly large number of operating subsidiaries and successfully managed growth related to expansion of services with municipalities, acquisitions, and the roll-out of new service packages. This success has been largely based upon his ability to define the goals necessary to complete a task and assembling a team of individuals that will carry out the program's requirements. Through his experience with Republic Services, Kevin has become very familiar with jurisdictions' issues and the need to identify a company able to provide reliable and cost-effective collection, processing, and disposal services.

Job Description:

- Provide senior-level leadership for the West Area through a group of General Managers and an infrastructure team responsible for Sales, Operations, Finance, Human Resources, Safety and Environmental Compliance, and Environmental Engineering.
- Collaborate with the Area Vice Presidents to develop the Area's overall operational budget, strategic operating plan and business strategy to complement the Company's overall strategic and operating plan; champion the execution of the strategic plan and tactical initiatives within the Area to maximize the customer experience, growth and durability.
- Drive the strategic and tactical business plans within the Area, including the sales plan, allowing General Managers and other Business Unit leaders to execute against the operating plan to achieve or exceed the Area's budget and strategic plan to grow the business, achieve customer experience goals, and meet or exceed service business objectives.
- Execute the Company's mission, vision, and values within the Area.
- Develop a best-in-class team and effectively manage performance and talent development; drive best-practice sharing across the Company as appropriate.
- Identify and develop key external alliances that will deliver complete customer solutions.
- Build and maintain strong and effective relations with relevant government, community, and environmental groups.

Anthony Mann, Area Vice President

2125 Oak Grove Rd, Ste 110
Walnut Creek, CA 94598

Amann@republicservices.com

(925) 357-0479

Anthony Mann is the Area Vice President for our Northern California markets and oversees a $600MM P&L across five business units (including CCTS and Keller Canyon).

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Anthony's focus is on building operations expertise and improving operations performance in assigned collection/hauling Divisions within the Area. He also works with field operations to ensure durability of standards and processes and plays an essential role in building the capability of the field teams to consistently execute on business plans and budgets, ensuring an optimal customer experience for Republic's customers. Prior to joining the Republic team, Anthony spent 20 plus years in progressing leadership roles in the consumer goods industry.

Michael Hill, Area Manager Post-Collection

2125 Oak Grove Rd, Ste 110
Walnut Creek, CA 94598

Mhill7@republicservices.com

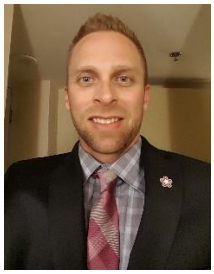
(925) 232-2919

Michael Hill is our lead landfill operations and maintenance resource in the State of California. He has extensive experience dating back to 1990 where he was the first operator hired at Keller Canyon Landfill (Pittsburg, CA) when the site opened. After spending a decade operating every piece of machinery at the site, Michael moved into the Operations Manager position overseeing the entire operation at Keller Canyon. In 2012, Michael was promoted into a Division Manager role where he oversaw Keller Canyon, Vasco Road Landfill (Livermore, CA) and Contra Costa Transfer Station (Martinez, CA). In 2019, Michael was promoted to the Area Post Collection Manager role where he oversees the operations and maintenance programs for 7 landfills and 13 Transfer Stations in California. Michael has operated every type of machine within the footprint of a landfill, as well as planned and executed on operations and maintenance metrics for some of the largest landfills within Republic Services. He is an invaluable asset to the organization, but more importantly to the communities surrounding our facilities.

Job Description:

- 15 years, of a 30-year career, with zero accidents or injuries at the sites within his scope of responsibilities.
- Prideful of "good neighbor" responsibilities. Built many relationships with community members living near his sites including fielding phone calls from neighbors, giving site tours, passing out hams and turkeys during the holidays, and sponsoring local little league sports teams.
- Member of an audit team within Republic Services who travels to landfills within the company and conducts "World Class" reviews. The team compares operation and maintenance performance at the respective landfills to Republic Services World Class Audit standards. Michael was handpicked by senior leadership to be a part of this audit team.
- Cross-functional collaborator, engaged in the annual engineering budget process for landfills in our Area, entrenching himself into the engineering CAPEX plan for the coming year to ensure Operations is aligned with overall capital planning.
- Manager of Landfill Operations (MOLO) Certified

PRIMARY CONTACT:



Josh Mills, General Manager

901 Bailey Road
Pittsburg, CA

Jmills3@republicservices.com

(510) 691-4337

Josh Mills brings over fifteen years of experience in landfill environmental & operations management at some of the most notable and highly publicized landfills in the state of California. Josh has accepted several roles in our organization tasked specifically with bringing our largest and most active landfills back to a healthy

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state. He joined the company in 2016 after spending roughly 8 years with Geo-Logic Associates as the lead Environmental Manager at the Newby Island Landfill in Milpitas, CA. Within the footprint of this landfill includes a composting operation (aerated static pile), C&D processing, mulching operation, a large single-stream recycling center and our hauling company that services the City of San Jose's commercial and industrial customers. The site is roughly 1 mile from a heavily populated area in Milpitas. Josh met quarterly with the Newby Island South Bay Odor Stakeholders Group to present community, government officials, and regulating bodies with informational updates regarding ongoing and future projects to improve odor abatement systems at the facility. The achievements Josh led the site through are too robust to detail here, but in summation, Josh was the recipient of the National 2016 and 2017 Environmental Managers' Relentless Award, a very prestigious award given to our top Environmental Manager in the company.

Because of his success at Newby Island, Josh was promoted to the Team Environmental Manager at Sunshine Canyon Landfill in Sylmar, CA, a site that is accepting roughly 10,000 tons per day. Josh moved to Southern California in 2018 and was tasked with one objective: Manage the site through an Abatement Order issued by the South Coast Air Quality Management District and get the landfill back to a healthy state. Josh rolled his sleeves up and worked tirelessly with the site, the air quality district, city and county officials, and community members near the landfill. The margin of error was very thin, but Josh and his team (4 onsite environmental managers) were successful in getting the abatement order lifted in 2020 without restrictions. Josh partnered with a Team of highly technical Engineers, Construction Superintendents and Operational and Maintenance Supervisors to design, install and operate one of the largest landfill gas collection and control systems in the Country collecting over 19,000 scfm of landfill gas. Worked vigilantly with the gas design team (SCS) to develop innovative ideas to optimize gas collection; and Coordinated with the Site Team to collect gas in active fill areas without inhibiting the operational flow.

Because of the wonderful work Josh has done at both Newby Island and Sunshine Canyon, he was promoted to the Area Environmental Manager in the West Area, responsible for environmental compliance at all of our sites in our Area, including the 8 landfills within our portfolio. As the Area Environmental Manager, Josh was responsible for building and justifying an Engineering budget for the entire area. Accordingly, Josh managed an annual capital infrastructure budget of over $60M and an expense budget of $20M. Josh also led a Team of 8 Environmental Managers, 6 Environmental Specialists and 4 Environmental Technicians located at various sites throughout the west area.

In 2022, Josh was promoted to General Manager for one of the largest and diverse Business Units in the Area's portfolio. The business unit is made up of four divisions consisting of two landfills, a transfer station and hauling company. Due to the wonderful leadership Team, this business unit is very close knit and works well together, even working through temporary permit exemptions to achieve customer's goals. Since starting in this position, Josh has worked closely with the Environmental Manager and HQ to come up with sustainable disposal outlets for leachate at both the Keller Canyon and Vasco Road Landfills. Partnering with Ameresco, Keller Canyon Landfill has recently completed the construction of a renewable natural gas plant including a 2-mile long pipeline that will carry the gas collected from the landfill to PG&E's natural gas distribution main. Josh has also worked on multiple grants, sponsorships and events for non-profit organizations within the community.

Select Job Experience:

- Managed the construction and Water Board certification of Subarea 16A at Newby Landfill, which included excavation to base grade which was 40 feet below sea level and implications

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with an unprecedented clean closure event. Regardless of this event, the cell was approved on schedule.

- Met quarterly with the Newby Island South Bay Odor Stakeholders Group to present community, government officials, and regulating bodies with informational updates regarding ongoing and future projects to improve odor abatement systems at the facility.
- At Newby, oversaw the design and installation of over 5,000 linear feet of large diameter vacuum conveyance header, multiple 24 feet deep dual contained condensate sumps, extensive liquid extraction infrastructure and 50 new extraction wells to meet compliance deadlines and increase the gas capabilities from approximately 3,800 standard cubic feet per minute (SCFM) to 5,700 SCFM over the intermittent project duration of one year.
- Project manager for the stability buttress project at Sunshine Canyon Landfill which required the excavation of roughly 2.2 million cubic yards of unstable geologic soil formations and the installation of 1.3 million cubic yards of engineered fill.
- Lead a Team of highly technical Engineers, Construction Superintendents and Operational and Maintenance Supervisors to design, install and operate one of the largest landfill gas collection and control systems in the Country collecting over 19,000 scfm of landfill gas. Worked vigilantly with the gas design team (SCS) to develop innovative ideas to optimize gas collection; and Coordinated with the Site Team to collect gas in active fill areas without inhibiting the operational flow.

Dawn Fields-Gage, Operations Manager

901 Bailey Road
Pittsburg, CA

dfields@republicservices.com
(925) 504-8256

As an Operations Manager for Republic Services Dawn Fields Gage has twenty-five years of California landfill and transfer station experience. Dawn has worked at multiple solid waste facilities in overly complicated regulatory environments, including 4-landfills in the Bay Area. Dawn has a proven track record of operating safe, compliant and highly efficient operations.

Her passion is people, and when working with the frontline, Dawn's knack for leadership really shines. At Keller, she has collaborated closely with the Team for over 18-years and has built a strong working relationship with them. This has enabled her to make quick and effective operational changes to accommodate customer needs and keep the landfill operating smoothly even during times of inclement weather or peak load times.

Dawn works closely with landfill gas collection and control experts to develop and operate a landfill gas to energy plant where gas is used to fuel two generators and create enough electricity to power over 2k homes. She is also commissioning the first of its kind Renewable Natural Gas (RNG) facility that will be the first to convey recovered landfill gas to a utility (PG&E) pipeline in the state for customer distribution.

The effort Dawn puts into her day-to-day shows up clearly in the site metrics. As a result of her planning for customer experience, Keller has one of the shortest customer turn times of any landfill in the area. As a result of her cover practices, less stormwater is permeating into the landfill

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and converting to leachate. As a result of her connection with the Team and focus on safety, there has not been any turnover in 5-years at Keller and very few minor safety incidents to speak of.

Keller is a Best-in-Class Landfill and much of it is due to Dawn's leadership and passion for the Team. Dawn's human centered mentality adds to her leadership skills which helps her drive Republic's mission statement of creating sustainable solutions in a positive work environment. She believes in her team's success and strives daily to protect people and the planet.

Antonia Gunner, Team Environmental Manager

901 Bailey Road
Pittsburg, CA

AGunner@republicservices.com

(619) 449-9579

Antonia Gunner is currently the Environmental Manager for Keller Canyon, Vasco Road, and multiple other transfer stations and hauling companies throughout the area. Antonia has been with Republic Services for seven years. She started as an Environmental Specialist in San Diego for two years where she oversaw the transfer stations, hauling companies, and closed landfills. She then moved to Los Angeles where she oversaw environmental compliance of the Los Angeles/ Orange County facilities. During this time, she completed her MBA from SNHU. In her current role Antonia oversees groundwater, hazardous materials, and stormwater compliance. She also manages the facility projects that consist of new cells for the landfill and Gas Collection and Control System upgrades each year.

Civil Engineering

For civil engineering-related tasks, including engineering calculations, drawings, specifications and designs associated with the Vasco Road Landfill, Republic Services will engage, Geo-Logic Associates, Tetra Tech, SWT Engineers and SCS Engineers. Republic Services will partner with SWT Engineers for capacity/density calculations and civil/planning designs.

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Subcontractors

At the time of submitting this proposal, Republic Services does not currently utilize nor anticipate procuring any subcontractors to perform the duties/requirements associated with the scope of work outlined by the *draft Disposal Agreement* between the Authority and Republic Services.

C. Past Performance Record

1. Litigation and Regulatory Actions

Please see any disclosures included on the following page.

2. Payment of Fines, Penalties, Settlements, or Damages

Please see any disclosures included on the following page.

Vasco Road Landfill Enforcement History

Enforcement History
Republic Services Vasco Road, LLC (including parent and subsidiaries) as of 8/9/2024

Location	State	Facility Type	Caption of Action	Date of Violation	Describe Event	Status of Action	Fine or Penalty Paid	Issuing Agency	Case/Docket/File Number
Vasco Road LF	CA	Landfill (LF)	Notice of Violation	4/5/2018	Notice of Violation - CY2016/CY2017 GCCS Downtime Violation of Reg_2 Rule 6_Section 307 - Failure to continuously abate emissions	Resolved	0	Bay Area Air Quality Management District (BAAQMD)	A57385
Vasco Road LF	CA	Landfill (LF)	Notice of Violation	2/21/2019	Inspection conducted on February 21, 2019 alleges the following violation - alleged failure to continuous abatement.	Resolved	0	Bay Area Air Quality Management District (BAAQMD)	A57390
Vasco Road LF	CA	Landfill (LF)	Notice of Violation	1/19/2019	Alleged failure to abate RCA	Resolved	0	Bay Area Air Quality Management District (BAAQMD)	A57392
Vasco Road LF	CA	Landfill (LF)	Notice of Violation	3/6/2019	Alleged failure to abate and late report RCA	Resolved	0	Bay Area Air Quality Management District (BAAQMD)	A57393
Vasco Road LF	CA	Landfill (LF)	Notice of Violation	4/28/2021	Alleged failure to keep concentration of CO in the flue gas from the A-4 flare under the permitted limit of 73ppm by volume.	Pending	$21,500.00 combined penalty for 2 NOVs	Bay Area Air Quality Management District (BAAQMD)	A55868
Vasco Road LF	CA	Landfill (LF)	Finding and Notice of Violation	9/30/2021	Alleged violations of the Clean Air Act; specifically, the Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles (aka the "Truck and Bus Regulation" or "TBR").	Resolved		United States Environmental Protection Agency, Region 9	R9-CAA-21-1017
Vasco Road LF	CA	Landfill (LF)	Notice of Violation	1/1/2023	Alleged failure to abate landfill gas.	Pending	$21,500.00 combined penalty for 2 NOVs	Bay Area Air Quality Management District (BAAQMD)	A60890
Vasco Road LF	CA	Landfill (LF)	Notice of Violation	2/28/2024	Alleged failure to conduct successful annual source test.	Pending		Bay Area Air Quality Management District (BAAQMD)	A59766

Litigation Disclosure Report

Full Matter Name	Description	Substantive Law	Start Date	Case Number	Court OR County	State	Date Resolved	Description of Resolution	Court-Forum Additional Info	Filing Date	Matter Type	Matter: Open/Closed
ILWU Warehouse Welfare Trust; and James Beard and Larry Morrison, as Trustees of the ILWU Warehouse Welfare Trust v. Republic Services, Inc. (correct legal entity: Republic Services Vasco Road, LLC d/b/a Vasco Road Landfill)]	Plaintiff alleges the Company has failed to comply with requests for information to complete their payroll audits in accordance with the collective bargaining agreement covering this trust and as a result of an earlier lawsuit regarding same.	Labor	04/26/2018	3:18-cv-02118-SK	United States District Court, Northern District of California	California	10/07/2020	Settled.		04/06/2018	Litigation/Dispute > Litigation	Closed

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D. Labor Arrangements

Republic Services offers a safe, respectful, and rewarding workplace for our employees and provides the best training and safety programs in the industry.

Republic Services focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this approach with both our represented and non-represented employees.

We negotiate fairly with our labor unions, carefully balancing the needs of the workforce with the cost to provide service and the ultimate impact it will have upon the municipality we are partnering with.

Republic Services works tirelessly with our labor partners to ensure labor peace and, although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution.

Republic Services will commit to The City of Livermorethat the organization will take every reasonable measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

In the unlikely event of a labor dispute or unrest, Republic Services will immediately implement a plan to minimize the impact to The City of Livermore by utilizing our expansive network of local facilities, equipment and people to ensure there is minimal disruption
Republic Services Vasco Road, LLC and Warehouse Union Local 6, International Longshoreman Workers Union currently have a Collective Bargaining Agreement (CBA). This agreement serves the purposes of collective bargaining for all full-time and regular part-time Heavy Equipment Operators, Laborers, Preventative Maintenance Technicians, Scale House Technicians, Mechanics and other employees engaged in the regular operation and maintenance of the site and equipment at the Vasco Road Landfill.

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3. Financial Information

Financials and Other Requested Information

Republic Services is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed The City of Livermore Livermore expectations for the duration of the contract and beyond.

Legal Name of Proposing Entity

As stated in the *Transmittal Letter,* the legal proposing entity which would sign the awarded *Franchise Agreement* is **Republic Services Vasco Road, LLC**, a stock corporation and wholly owned subsidiary of Republic Services, Inc., is the US-specific form of a stock corporation. Services will be provided by **Vasco Road Landfill dba Republic Services**.

Entity Submitting Financial Statements

Financial information submitted in connection with this proposal and any forthcoming *Agreement* will be that of Republic Services, Inc., a publicly traded company on the New York Stock Exchange (NYSE: RSG). Summary financial information included in this section is for Republic Services, Inc.

The financial strength you need in a long-term partner for your municipality

- Financial capacity to continually invest in equipment and preventive maintenance
- One of the youngest fleets in the industry and the fifth largest in the country
- Reinvesting in state-of-the-art equipment and facilities

Years Incorporated and Doing Business

Consolidated was incorporated in 1989 as indicated in the *Corporate Data Sheet* and has been operating continuously as the same legal entity since that time. However, Republic Services, through its legacy companies, has been providing solid waste services in Northern California for over 100 years.

Names of Officers

The names of all officers for Vasco Road Landfill is provided in the *Corporate Data Sheet*.

Corporate and Local Headquarters

Corporate Headquarters:

Figure 11. Republic Services' Identifications, Classifications and Ratings

Republic Services Identifications, Classifications and Ratings	
Federal Employee Identification Number	65-0716904
Dun's Identification Number	61342862
U.S. Dept. of Labor (SIC) Code	4953 – Sanitary Services / Refuse Systems
North American Industry Classification System (NAICS) - Primary	562212 – Solid waste landfills combined with collection and/or hauling of waste materials
North American Industry Classification System (NAICS) – Secondary	562111 – Solid waste collection 562920 – Material Recovery Facilities 562920 – Other non-hazardous waste treatment and disposal
Standard & Poor's Identification Number and Rating	(TIN): 13-1026995 BBB+
Moody's Identification Number and Rating	(TIN): 13-3998945 Baa3
Fitch's Identification Number and Rating	(NRSRO): 3235-0625 BBB

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Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054
(480) 627-2700

Local Headquarters:

901 Bailey Rd., Pittsburg, CA 94565

Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to the The City of Livermore in our proposal. We have the capacity to continually invest in equipment and preventive maintenance, as evidenced by having one of the youngest fleets in the industry.
Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Neither City will need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.
We implore The City of Livermore to take financial stability into serious consideration when choosing a long-term partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.
Our most recently completed audited financial statements can be found on our website at: https://investor.republicservices.com/static-files/c6ae65a4-6687-48c8-8803-1f96a35ee4d8 which has also been included in this proposal as "Attachment 3."
We have included the full year results in the "Information – Financial Statement" section below.

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Bank & Credit References

All inquiries for bank references must be made by fax. Credit References are available upon quest.

Bank of America Attn: Confirmation Department Reference: Republic Services Inc. Tax ID 65-0716904 Phone: (803) 832-7770 Fax (Toll #): (900) 733-5100 Online: www.bankVOD.com
J P Morgan Chase Bank Attn: Confirmation Credit Inquiries PO Box 955200 Fort Worth TX 76155-2732 Reference AWIN Management, Inc. Tax ID 76-0353318 Phone: (800) 550 8509 Fax: (817) 345-3795
Wells Fargo Attn: Confirmation Department Reference: Republic Services, Inc. Tax ID 65-0716904 Phone: (540) 563-7323 Fax (Toll #) (844) 879-0544 (Audits and Credit Inquiries) Fax: (844) 879-0416 (Routing Number and Verification Requests)

REPUBLIC SERVICES, INC.
CONSOLIDATED BALANCE SHEETS
(in millions, except per share data)

	December 31, 2023	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 140.0	$ 143.4
Accounts receivable, less allowance for doubtful accounts and other of $83.2 and $51.9, respectively	1,768.4	1,677.2
Prepaid expenses and other current assets	472.6	536.5
Total current assets	2,381.0	2,357.1
Restricted cash and marketable securities	163.6	127.6
Property and equipment, net	11,350.9	10,744.0
Goodwill	15,834.5	14,451.5
Other intangible assets, net	496.2	347.2
Other assets	1,183.9	1,025.5
Total assets	$ 31,410.1	$ 29,052.9
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,411.5	$ 1,221.8
Notes payable and current maturities of long-term debt	932.3	456.0
Deferred revenue	467.3	443.0
Accrued landfill and environmental costs, current portion	141.6	132.6
Accrued interest	104.1	79.0
Other accrued liabilities	1,171.5	1,058.3
Total current liabilities	4,228.3	3,390.7
Long-term debt, net of current maturities	11,887.1	11,329.5
Accrued landfill and environmental costs, net of current portion	2,281.0	2,141.3
Deferred income taxes and other long-term tax liabilities, net	1,526.8	1,528.8
Insurance reserves, net of current portion	348.8	315.1
Other long-term liabilities	594.6	660.7
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value $0.01 per share; 50 shares authorized; none issued	—	—
Common stock, par value $0.01 per share; 750 shares authorized; 320.7 and 320.3 issued including shares held in treasury, respectively	3.2	3.2
Additional paid-in capital	2,900.8	2,843.2
Retained earnings	8,433.9	7,356.3
Treasury stock, at cost; 6.1 and 4.2 shares, respectively	(783.5)	(504.6)
Accumulated other comprehensive income, net of tax	(12.1)	(12.1)
Total Republic Services, Inc. stockholders' equity	10,542.3	9,686.0
Non-controlling interests in consolidated subsidiary	1.2	0.8
Total stockholders' equity	10,543.5	9,686.8
Total liabilities and stockholders' equity	$ 31,410.1	$ 29,052.9

The accompanying notes are an integral part of these financial statements.

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4. Experience Modification Rating

June 18, 2024

RE: Insured: Republic Services, Inc. and all subsidiaries
Insurance Broker: Willis Towers Watson Insurance Services West, Inc.

To Whom It May Concern:

Our records indicate that the NCCI Experience Modification for Republic Services, Inc. and all subsidiaries for the following years are as follows:

Effective Date:	**Experience Modification:**
06/30/2024	0.75
06/30/2023	0.78
06/30/2022	0.84
06/30/2021	0.90
06/30/2020	0.94

Sincerely,

Kim Patterson
Willis Towers Watson Insurance Services West, Inc.

Kim Patterson
Client Advocate

Willis Towers Watson Insurance Services West, Inc.
1144 W. Washington Street
Tempe, AZ 85288

D +1 602-787-6182
C +1 480-434-2165
E kim.patterson@wtwco.com
W wtwco.com

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C. Technical Proposal

1. Disposal Services

Facility: Vasco Road Landfill

Responsible waste disposal requires science, engineering, and technology to manage an evolving waste stream in a manner that is protective of the air, land, and water upon which our communities depend.

Post-Collection Process

After waste is collected by the City's preferred hauler, the material will be delivered to a landfill for final disposal.

Landfill Services

A landfill is where material that cannot be recycled in some manner is processed for disposal. Landfills are among the most complex facilities in our portfolio due to the tremendous responsibility we hold to appropriately handle the nation's waste.

Each landfill is segmented into cells, which are engineered in sections to handle the waste deposited at the facility. All our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations which ensure that the facility contains:

*Figure 12. **Landfill**. Our landfill operations are staffed by highly trained environmental and landfill engineers.*

A national leader in compliant and sustainable transfer stations and landfills

- Our transfer stations and landfills are designed, constructed, operated using the latest resources in environmental protection and monitoring technologies
- 77 landfill gas and renewable energy sites
- 1.4B gallons of treated water returned to nation's watershed

- Liner in the bottom of each cell to separate the deposited waste from the environment.
- Layers of daily waste deposits from the community, as well as a layer of daily cover, such as soil to help reduce odors and other vectors.
- An elaborate leachate system, which catches and processes rainwater that leaches through the landfill over time.
- A complex system of pipes and pumps that capture and process the landfill gas (methane) which is a natural byproduct of waste over time.
- An engineered cap that is placed over the top of a closed cell.

Republic Services owns or operates 198 active landfills. We have approximately 40k permitted acres and total available permitted and probable expansion disposal capacity of approximately 5 billion in-place cubic yards.

The in-place capacity of our landfills is subject to change based on engineering factors, requirements of regulatory authorities, our ability to continue to operate our landfills in compliance with applicable regulations, and our ability to successfully renew operating permits and obtain expansion permits at our sites. Some of our landfills accept non-hazardous special waste, including utility ash, asbestos and contaminated soils.

Most of our active landfill sites have the potential for expanded disposal capacity beyond the currently permitted acreage. We monitor the availability of permitted disposal capacity at each of our landfills and evaluate

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whether to pursue an expansion at a given landfill based on estimated future waste volumes and prices, market needs, remaining capacity and the likelihood of obtaining an expansion. To satisfy future disposal demand, we are currently seeking to expand permitted capacity at certain landfills.

Republic Services is committed to harnessing landfill gas, the natural byproduct of decomposing waste, and converting it to energy. The use of landfill gas provides our economy with benefits, including reducing air pollution through the capture and use of methane. As of April 2022, we operated 77 landfill gas and renewable energy projects. We also have responsibility for more than a hundred closed landfills, for which we have associated closure and post-closure obligations.

A. Vasco Road Landfill Profile

Republic Services owns and operates the Vasco Road Landfill located at **4001 N. Vasco Road, Livermore, CA 94551.**

Facility Hours: 6 AM to 4 PM Monday – Friday, Saturday 6 AM to 2:30 PM, Sundays Closed. Excludes certain observed holidays.

Service Area: Alameda County

Capacity: 2,518 tons of solid waste per day

This location's Solid Waste Facility Permit number is 01-AA-0010.

Vasco Road Landfill (Vasco) is a Class III municipal refuse disposal site that was originally permitted in 1962. Vasco receives approximately 500k tons per year of MSW and ADC. Vasco Road predominately receives MSW volumes from direct and transfer commercial customers, as well as gate customers from the public within Alameda County. Vasco also receives significant volumes of "special waste," consisting industrial hauling, ADC, low-level contaminated soils, refinery waste, treatment plant waste, biosolids, etc.

Accepted Materials:

- Yard Waste (for transfer)
- Solid Waste
- Sludge
- Ash and Cement Kiln Materials
- Construction & Demolition Materials
- Universal and E-Wastes (for recycling)
- Non-Hazardous Industrial Waste
- Hazardous waste is not accepted at this landfill.

Design

We are a permitted Subtitle D lined facility with 24 inches of 1 x 10-7 cm/s compacted clay and a 80 mil HDPE composite liner.

Leachate is managed by a system of interconnecting drainage layers, pipes and liquid sumps that remove leachate from the landfill and contain the liquid in storage tanks until it can be remove from the site. Gas generation is managed by a landfill gas wellfield in conjunction with two abatement devices including a 4k scfm flare and gas-to-energy facility generating 4-megawatts.

Current remaining airspace as of this proposal submission is 11 million cubic yards. This gives a life-expectancy of 27 years at the current depletion trend.

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Facility Documents
Solid Waste Facility Permit

SOLID WASTE FACILITY PERMIT

Facility Number: **01-AA-0010**

1. Name and Street Address of Facility:	2. Name and Mailing Address of Operator:	3. Name and Mailing Address of Owner:
Vasco Road Landfill 4001 N. Vasco Road Livermore, CA 94551	Republic Services Vasco Road, LLC 4001 N. Vasco Road Livermore, CA 94551	Republic Services Vasco Road, LLC 4001 N. Vasco Road Livermore, CA 94551

4. Specifications:

a. Permitted Operations: ☒ Solid Waste Disposal Site

b. Permitted Hours of Operation: Receipt of Refuse/Waste: Commercial and Public Hours
Monday to Friday 6:00 a.m. to 5:00 p.m.
Saturday See JTD
Sunday – See JTD
Holidays Closed – See JTD

c. Permitted Maximum Tonnage: 2,518 Tons Per Day

d. Permitted Traffic Volume: 625 Vehicles Per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	323	246	N/A	N/A	N/A
Design Capacity (cu.yds)		40,207,100 cu. yds.	N/A	N/A	N/A
Max. Elevation (Ft. MSL)		1,170			
Max. Depth (Ft. MSL)		N/A			
Estimated Closure Year		2051			

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

Ronald Browder
Approving Officer Signature

Ronald Browder, Director
Alameda County, Department of Environmental Health

6. Enforcement Agency Name and Address:

Alameda County Department of Environmental Health
Solid and Medical Waste Management
1131 Harbor Bay Parkway
Alameda, CA 94502

7. Date Received by CalRecycle: February 6, 2023

8. CalRecycle Concurrence Date: March 28, 2023

9. Permit Issued Date:	10. Permit Review Due Date:	11. Owner/Operator Transfer Date:
March 29, 2023	March 29, 2028	N/A

SOLID WASTE FACILITY PERMIT

Facility Number: **01-AA-0010**

12. Legal Description of Facility:
The legal description of this facility is contained in Appendix C of the Joint Technical Document (JTD) dated November 10, 2022.

13. Findings:

a. This permit is consistent with the Alameda County Integrated Waste Management Plan (CoIWMP), which was approved by CalRecycle on April 24, 1996.The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC), Section 50001(a). On April 25, 2007, a determination of exemption from the CoIWMP Conformance process was granted for the proposed solid waste facility permit changes. The CoIWMP was amended on September 28, 2022 to reflect the closure year of 2051 and an increase in the design capacity.

b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.

c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.

d. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH # 2003112010) and was approved by the Alameda County Planning Commission on May 17, 2004. A Notice of Determination was filed with the State Clearinghouse on May 20, 2004.

e. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #2005012031) and certified by the Alameda County Board of Supervisors on May 4, 2006. The Mitigated Negative Declaration describes and supports the design and operation, which will be authorized by the Conditional Use Permit C-4158, Resolution (R-2006-178) adopted on May 4, 2006.

f. A Negative Declaration (ND) was filed with the State Clearinghouse (SCH # 2022030120) and was approved by the Alameda County Planning Commission on June 6, 2022. The 2022 ND describes and supports the Refuse Volume Increase project at the landfill, which was authorized by the Modified Conditional Use Permit CUP-4158, Resolution No. 2022-05. A Notice of Determination was filed on June 10, 2022.

g. A Land Use and Modified Conditional Use Permit C-4158 was adopted in June 2022.

h. The Alameda County Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC 44151.

14. Prohibitions:
The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical waste (as defined in Chapter 6.1, Division 20 of Health and Safety Code), liquid and/or sewage sludge, designated, or other waste requiring special treatment or handling, except as identified in the Joint Technical Document and approved amendments thereto and as approved by the enforcement agency.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Joint Technical Document	11/10/2022	Preliminary Closure and Postclosure Maintenance Plan	11/10/2022
Waste Discharge Requirements (WDR) No. WDR Order No. R2-2022-0021	6/2022	Closure Financial Assurance Documentation	7/2022
BAAQMD Permit to Operate No. 5095	4/22/2022	Operating Liability Certification	7/2022
Mitigated Negative Declaration (SCH # 2022030120)	6/6/2022	Modified Conditional Use Permit (C-4158)	6/2022
Mitigated Negative Declaration (SCH # 2005012031)	5/4/2006		

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SOLID WASTE FACILITY PERMIT	Facility Number: 01-AA-0010

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period *(for example, 1st quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.)*

Program	Reporting Frequency
a. The types and quantities (in tons) of waste materials, including separated or commingled recyclable entering the facility per day.	Monthly *
b. The number and types of vehicles using the facility per day.	Monthly*
c. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Record in Operating Records
d. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Notify LEA within 24 hrs. Written Report Quarterly
e. Results of the landfill gas monitoring program.	Quarterly
f. Wet weather preparedness report / winter operations plan.	Annual – due by November 1
g. Fill sequencing plan for the forthcoming year.	Annually
h. Remaining site capacity with aerial survey.	Annually
i. Type and quantity of alternative daily cover and materials for beneficial reuse received.	Monthly
j. Type and quantity of outgoing recycled materials recovered.	Monthly
k. Log of Special Occurrences, which includes records of fires, explosion, injury and property damage accidents, flooding, incidence of unlawful disposal of prohibited material and other unusual events, such as facility closure with brief description of the response to and resolution of occurrence. Include visits by regulatory agencies.	Daily (Maintain log availability for LEA inspection)
l. Application for amendment(s) to the Report of Facility Information, Modified and Revision of Solid Waste Facility Permit.	Applications due 180 days prior to making changes, copies must be kept onsite and available for review
m. An employee training log with course descriptions and training dates	Record in Operating Records Provide upon request by the LEA
	*** Specified records are to be submitted to the LEA by the 10th of the month following the end of the reporting period.**

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SOLID WASTE FACILITY PERMIT	Facility Number: 01-AA-0010

17. Enforcement Agency (EA) Conditions:

a. The operator shall comply with all applicable State Minimum Standards (SMS) for Solid Waste Handling and Disposal, as specified in Title 27 of the California Code of Regulations (27 CCR).
b. The operator shall maintain a copy of this permit and the Joint Technical Document (JTD) at the facility, so it will be available at all times to facility personnel and to Enforcement Agency (EA) personnel and/or other duly authorized regulatory agency.
c. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, complaints, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility and make it available to site personnel and the EA at all times.
d. The **maximum permitted daily tonnage** for this facility is **2,518 tons per day** and shall not receive more than this amount without a revision of this permit.
e. The **maximum permitted vehicle trips per day** for this facility are **625 vehicle trips per day** and shall not exceed this amount without a revision of this permit.
f. This permit is subject to review by the LEA (Local Enforcement Agency) and may be temporarily suspended or revoked at any time by the LEA for sufficient cause, in accordance with Division 30 of the Public Resources Code, Part 4, Article 2, Section 44305 et seq. and associated regulations.
g. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
h. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an Report of Facility Information Amendment, to the EA at least 180 days in advance of the change.
i. All boxes, bins, or other waste containers including waste transport vehicles shall be cleaned on a regular schedule to prevent public health hazard or nuisance caused by litter, odors or vectors.
j. All activities, including material storage, shall be conducted so as to prevent the attraction, breeding, and harborage of vectors.
k. Prohibited waste that is inadvertently received at the facility shall be managed in accordance with procedures that are outline in the JTD and in compliance with all applicable laws and regulations.
l. The operator shall comply with all of the requirements of all applicable laws pertaining to employee's health and safety. The operator shall ensure that comprehensive site safety evaluations are conducted at this facility and shall maintain a written employee injury and illness prevention plan (IIPP) on site that meets all provisions of the California Code of Regulations, Title 8, Section 3203. This document must be available to all personnel, LEA and other regulatory agencies.
m. Records of employee training for health and safety, operation, and maintenance of the site shall be maintained on the site and be available for inspection by the LEA and/or other duly authorized regulatory agency.
n. Any change in the owner or operator of the facility requires written notification to the LEA forty-five (45) days prior to the change.
o. Any written complaints about the facility received by its operator shall be forwarded to the LEA within 24 hours.
p. All facility operations shall be conducted in accordance with the operations and design as described in the facility's JTD, as approved by the LEA.
q. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.

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Remaining Life Assessment Report

The correspondence on the following page received from Cal Recycle demonstrates the Preliminary Closure and Post Closure Maintenance Plans and Non-Water Release Corrective Action Plan for Vasco Road Landfill adequately meet the requirements of Title 27, California Code of Regulations. This document also confirms that the site has disposal capacity until 2051, or approx. 27-years from present.

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California Environmental Protection Agency

Gavin Newsom
California Governor

Yana Garcia
Secretary for Environmental Protection

Rachel Machi Wagoner
CalRecycle Director

Department of Resources Recycling and Recovery

March 8, 2023

Via Email: jmills3@repbulicservices.com

Josh Mills
General Manager
Republic Services Vasco Road, LLC
4001 North Vasco Road
Livermore, California 94551

VASCO ROAD LANDFILL, ALAMEDA COUNTY (01-AA-0010)
PRELIMINARY CLOSURE AND POSTCLOSURE MAINTENANCE PLANS and NON-WATER RELEASE CORRECTIVE ACTION PLAN
TECHNICAL ADEQUACY

Dear Mr. Mills:

California Department of Resources Recycling and Recovery (CalRecycle) Closure and Technical Support Section (Closure) staff have reviewed the following documents:

> *Joint Technical Document for Refuse Volume Increase, Vasco Road Landfill (01-AA-0010), Livermore, Alameda County,* dated November 2022, prepared by SWT Engineering [The Preliminary Closure and Postclosure Maintenance Plan (Plan) was included within JTD], and;
>
> *Evaluation of the Non-Water Release Corrective Action Plan (NWRCAP) and Cost Estimate (GLA/SWT),* dated July 2022, prepared by Geo-Logic Associates and SWT Engineering.

Vasco Road is an active Class III solid waste landfill located at 4001 North Vasco Road, Livermore, in an unincorporated area within the County of Alameda. The landfill is owned and operated by the Republic Services Vasco Road, LLC.

Approximately 92.6 acres have received final cover at Vasco Road Landfill. The Plan addresses closure of the remaining 153 acres and postclosure maintenance activities for 246 acres at the landfill. The landfill is scheduled to cease accepting waste and initiate closure procedures in 2051 as part of this updated JTD for the proposed Refuse Volume Increase.

Closure staff finds the updated Plan and Non-Water Release Corrective Action Plan (NWRCAP), and their respective cost estimates (closure - $12,972,486; postclosure maintenance - $510,693/year; and NWRCAP - $1,271,275; all in 2022 dollars), are

1001 I Street, Sacramento, CA 95814 O P.O. Box 4025, Sacramento, CA 95812
www.CalRecycle.ca.gov O (916) 322-4027

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Mr. Mills
March 8. 2023
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technically adequate in meeting the requirements of Title 27, California Code of Regulations. Based on the NWRCAP (July 2022), the water release corrective action cost estimate is $2,040,957 (in 2021 dollars); therefore, the water release corrective action costs control for financial purposes.

The Alameda County Department of Environmental Health, acting as the Solid Waste Local Enforcement Agency (LEA), approved the Plan and NWRCAP in a letter dated December 9, 2022. The San Francisco Basin Regional Water Quality Control Board (RWQCB) has yet to approve the Plan. Should the RWQCB require modifications to the Plan, CalRecycle reserves the right to review the modifications to the Plan. Formal approval may be granted upon approval of the Plan by the RWQCB. The Financial Assurance Unit approved the proposed cost estimate in a letter dated 6 January 2023.

Please note that it is the operator's obligation to submit documents that are in compliance with the aforementioned requirements. CalRecycle staff's determination that the documents meet these requirements is not intended nor should be construed to preclude CalRecycle from seeking revisions to the documents to the extent they are subsequently determined that any part thereof is not in compliance.

Should you have any questions or comments concerning the above matter, please contact Frank Davies at (916) 341-6721/Frank.Davies@Calrecycle.ca.gov or Janelle Heinzler at (916) 341-6455/Janelle.Heinzler@CalRecycle.ca.gov.

Sincerely,

Wes Mindermann Digitally signed by Wes Mindermann
Date: 2023.03.08 11:19:37 -08'00'

Wes Mindermann, P.E.
Chief
Engineering Support Branch

Cc: (via email)

Wing Suen, LEA, Alameda County Department of Environmental Health (wing.suen@acgov.org)
Arthur Surdilla, LEA, Alameda County Department of Environmental Health (arthur.surdilla@acgov.org)
Ryan Hammon, LEA, Alameda County Department of Environmental Health (ryan.hammon@acgov.org)
Alan Friedman, San Francisco Bay Regional Water Quality Control Board (afriedman@waterboards.ca.gov)

Current Contracts

Customer	Approx. Annual Tons	Contract Expiration
021274 - LIVERMORE SANITATION INC - MSW	45K	6/30/2025
003789 - Sandia National Laboratories	95.00	NA
005719 - ACI/SAN LEANDRO DISPOSAL	24K	1/31/2025
333567 - ACI of San Ramon	23K	12/31/2029
020047 - Dept. of Transportation - 04/Maintenance	2.2K	6/24/2027
000305- ZANKER ROAD LANDFILL	37K	12/31/2025
007707- SCHNITZER STEEL (ex.acct)	121K	6/30/2026

B. Operations

Republic has proposed a turn-key operation with the continued use of the Vasco Road Landfill as the designated disposal facility that will require no additional permits for the continued acceptance of all of the City's material. Republic Services owns the 538 acres of land with 246-acre disposal footprint.

Operating plans and records are maintained on site. Operations are conducted in accordance with local, state and federal regulations, as well as the facility's permit requirements.

All disposal cells are in compliance with part 258 of Title 40 of Federal Regs (CFR) referred to as "Subtitle D." As a Class II/III waste disposal facility, Vasco is allowed to accept designated wastes such as TWW, sewage sludge, sterilized infectious waste, treated biosolids, and other designated wastes within the composite lined cells. Vasco is a closed hydrologic basin which discharges stormwater to a large onsite detention basin. Vasco Road's groundwater monitoring system consists of twelve (12) wells, two (2) underdrains, one (1) above-ground water storage tank, five (5) leachate sumps, and three (3) stormwater stations. The GCCS consists of over 100-lfg wells and one low emission flare.

- Typical turnaround times: 30 minutes
- Worst-case turnaround times: 40 minutes
- Nothing is more important than safety, and no job is so urgent that we cannot take the time to do it safely. The very nature of what we do requires us to be uncompromising on safety, beginning with our employees and extending to our customers and into the communities we serve.
- The site Team is well versed in the proper safety policies and implement a standard protocol strictly followed to keep the site and Team and customers visiting the site, safe. Monthly OSHA trainings and daily tailgate safety messages are part of our normal practice.
- Load checking programs: MSW is first monitored and evaluated for potential contaminates and non-compliant waste at the scale house upon arrival. It is again checked when unloaded at the designated tipping area. Vasco is also equipped with radiation monitors at the scale house upon a truck's arrival to the site.
- Scales: two (2) in-bound and one (1) out-bound scale. All scales and scale decks are less than 2-years old and fully operational. Scales are operated by a full-time scale supervisor. Upon a truck's departure, depending on the customer, it is unnecessary for them to weigh-out due to the tare weight already being determined for each vehicle. Weight tickets are all electronically generated unless a physical paper-copy is requested by the customer.
- Reporting Capabilities: Each truck is weighed for its contained volume minus the vehicle tare weight. Truck weights are tallied in real time and can be reported upon on-call per customer or on a routine monthly basis. As a landfill, there is no diversion for MSW volumes arriving at the site. Any divertible materials are screened and removed prior to disposal at the landfill.
- Mixed C&D material is currently used as ADC and Green waste is transloaded from Vasco to our compost facility in Stockton.
- Vasco also operates a public drop off operation that serves to divert household items including mattresses, white goods, tires, cardboard, mixed paper, glass, scrap metal, and other recyclables from the landfill. These materials are routinely hauled to an offsite facility for recycling.

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- Vasco's Gas to Energy facility provides power to PG&E's electrical grid by turning bio-methane gas through IC engines into electricity. The plant at Vasco generates enough electricity to power 2,500 homes. The use of landfill gas rather than non-renewable sources has the clean air benefit equivalent to taking more than 30k passenger vehicles off the road (EPA LFG Energy Benefits Calculator).
- The landfill gas wellfield is monitored bi-weekly. An active gas collection system is operational and maintained.
- Access roads from the entrance to the disposal area are routinely maintained to promote safe driving conditions by preventing potholes from developing and easing customer access. New roads on the disposal footprint are built above surrounding grade with compacted soils and driving surface material such as crushed concrete and asphalt.
- Berms, pipes, drainage ditches and sediment ponds are used to prevent runoff and run-on storm water. Monitoring is conducted in accordance with the Industrial General Permit and the Storm Water Pollution Prevention Plan. Independent consultants collect samples and perform analyses at off-site laboratories.
- In the event that Vasco Road landfill is unable to accept and manage the volume being delivered from the City of Livermore, Republic will make arrangements to dispose of said material at the Keller Canyon Landfill.
- Closure is performed as a normal operating procedure throughout the life of the facility. Post-closure will be performed by Republic Services, for a minimum of 30 years after final closure.
- Invoicing – Republic will continue to comply with the remittance requirements to the collection contractor. Current practice is sending electronic invoices within the specified timeframe and frequency to the hauling contractor.
- Reporting – Per Republic's current practice, the operations Team will work closely with Accounting to compile, verify and submit reports to the City on a monthly and annual basis.
- Expansion and/or Permit Modifications – Currently Republic is not planning any permit modifications or expansions at the Vasco Road Landfill.

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Site Map

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Regulatory Compliance

The entire facility is constructed to meet or exceed all Federal, State and Local standards which include prescriptive guidelines for engineering and design, detailed construction quality assurance procedures, extensive ground water, air and surface water runoff monitoring, provisions for leachate and landfill gas control as well as screening procedures for any household hazardous waste that may mistakenly arrive at the facility. As a Class II/III facility, Vasco is allowed to accept designed waste such as TWW, dewatered sewage sludge, sterilized infectious waste, treated biosolids, and other designated waste. Disposal cells are in compliance with part 258 of Title 40 of Federal Regulations (CFR) referred to as "Subtitle D."

Regulatory Points of Contact

- **Local Enforcement Agency**

David Madieros, REHS
Environmental Health
1131 Harbor Bay Parkway
Alameda, CA 94502
Phone: 510.567.6735
David.madieros@acgov.org

- **Water Board**

Alan Friedman
1515 Clay Street, Suite 1400, Oakland, California 94612
Phone: (510) 622-2300
FAX: (510) 622-2460
Alan.Friedman@waterboards.ca.gov
http://www.waterboards.ca.gov/sanfranciscobay

- **Air District**

Daniel Oliver, Senior Air Quality Engineer
Bay Area Air Quality Management District, Engineering Division | Permitting, Organic Recovery, and Title V Section
375 Beale Street, Suite 600
San Francisco, CA 94105
Phone: (415)749-4730
doliver@baaqmd.gov

*Figure 13. Each year, **Republic Services** avoids double-digit millions of metric tons of CO2 emissions in our landfills.*

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Notices of violation and/or enforcement actions

For all notices of violation and/or enforcement actions, please refer to Section 2. Company Description. Sub-section D. Past Performance Record.

Import Restrictions and/or Fees

- State of CA AB1220 IWM Fee: 1.4
- Alameda County Measure D: 8.23
- HHW Fee: 2.15
- WMA Facility Fee (AB939): 4.34
- Local Enforcement Agency Fee: 0.38
- County Business License: 0.95
- Adm Host Community: 0.48
- Open Space & Recycling: 1.85
- Waste Management Program: 0.13
- Transport Planning Mgmt. Fee: 0.02
- Total (excludes out of county): **19.93**

2. C&D Processing

Vasco Road Landfill is permitted to use Construction and Demolition (C&D) debris as a form of Alternative Daily Cover (ADC). Currently, any commingled C&D delivered to the site is used as ADC in lieu of using site soil as daily cover.
As an alternative, Republic also has capacity at the Newby Island Landfill C&D sorting facility. This option involves transloading the C&D material from Vasco to Newby Island for processing. Once the material is received at Newby Island, the material would be processed and sorted by commodity type and hauled offsite for conventional recycling. The Newby Island Facility is not currently certified by a third party recognized by the US Green Building Council.

3. Capacity Guarantee

Republic guarantees both annual and daily capacity for solid waste disposal at Vasco Road Landfill throughout the term of the agreement with the City of Livermore. Vasco Road Landfill is permitted to accept up to 2,518 (MSW) tons per day. This permitted daily throughput will guarantee disposal capacity for the volume generated and collected within the City of Livermore and unincorporated areas on a daily basis.

4. Disaster Debris Management

Republic has a large presence in Northern California, and accordingly is able to implement robust contingency plans by leveraging other permitted facilities in the area. Should Vasco Road Landfill become temporarily impaired due to some type of natural disaster, there are five (5) other Republic owned landfills well within transfer distance that could accommodate the temporarily displaced volume.

In the event that the City would like to use Vasco Road Landfill for disposal of disaster debris, the site will be ready to receive this volume even with short notice. Republic has an excellent track record, at multiple sites, of working closely with regulators to obtain temporary exemptions from the normal permit requirements to accommodate volume delivered as a result of natural disasters. From an operational perspective, Republic is able to quickly mobilize additional labor and equipment such as dedicated scales to temporarily handle these specific types of jobs.

From a response and cleanup perspective, in May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.

US Ecology adds a national platform of difficult-to-replicate assets and talent to Republic Services. This includes adding nine specialty waste landfills with five hazardous waste landfills, 16 RCRA permitted TSDFs, seven wastewater treatment facilities, and more than 100 environmental services field

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locations including treatment and recycling centers.

Customers with multiple recycling and waste service needs value the ability to consolidate services with a single partner who has a successful track record of safety, compliance and environmental responsibility.

These important new service capabilities added to the Republic Services portfolio mean that we can now safely and responsibly manage more of the non-standard waste collection and processing tasks that are critical to all municipalities across the country. Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps. Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.

5. Emergency Condition Biosolids Disposal

Vasco Road Landfill is permitted and has the operational expertise and capacity to accept biosolids disposal from the City of Livermore on an emergency basis. Currently Vasco accepts biosolids from other customers in the area on a routine basis and is familiar with the logistics and site support required to manage this type of material.

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Facility Safety Plans

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to "Think. Choose. Live.®"

Safety Overview

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable OSHA, federal, state and local safety requirements while performing all work-related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

Think. Choose. Live.®

Our employees are our greatest asset, and our dedication to every employee's safety is second to none
38% safer than the industry average, while maintaining the 5th largest vocational fleet in the United States
Think. Choose. Live.® embodies our company culture
Winners of 72% of industry's Driver of the Year awards since 2009

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

Employee 1-on-1 Program

The Republic Services 1-on-1 is paramount to decreasing incidents. Supervisors are

*Figure 14. **Continually Improving Safety** is Top Goal for Republic Services.*

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required to conduct a minimum of two in-person employee observations per week.

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The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips and falls
- Confined space entry

Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safe employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Quality Control

To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM).

DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by supervisors or management within seven days of discovery.

The program is monitored and conducted by a Driver Service Coordinator responsible for:

- Conducting pre- and post-route briefings with drivers
- Entering and monitoring DSM issues
- Running and distributing reports

During collection activities, drivers are instructed to make notes on their route sheets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the Driver Check-In form and drivers must sign the form before clocking out each day.

Finally, Driver Service Coordinators must submit any findings to the appropriate department that same day. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs.

Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to an immediate resolution.

Together for Safer Roads

As the operator of the 5th largest vocational fleet in the country, with an industry leading safety record, we have a direct effect on roadway safety each day. While our strong safety performance is significant in the communities we serve, we aspire for more.

Today, we are proud to be the only recycling and waste services provider associated with

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Together for Safer Roads. This innovative coalition brings together global private-sector companies across industries to collaborate on improving road safety and reducing deaths and injuries caused by road traffic crashes.

The Coalition's mission to provide guidelines and processes to keep employees, partners and contractors safe on the road closely aligns with our continuous work in fostering an environment that provides ongoing road safety education.

Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

*Figure 15. **Inspections**. Driver performs pre-route inspection to ensure vehicle is safe for operating.*

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Vasco Road Landfill Safety Plan

INJURY AND ILLNESS PREVENTION PLAN

REPUBLIC SERVICES – VASCO ROAD LANDFILL

PREPARED FOR: VASCO ROAD LANDFILL
REPUBLIC SERVICES

PREPARED BY: Tony Robertson
Area Safety Manager

Republic Services

DATE: January 2024

Docusign Envelope ID: EE2CED66-A44D-4462-87C0-9EE7F6591B0A

1. INTRODUCTION

Intent

This document has been prepared as required by Title 8 of the California Code of Regulations, Sections 1509 and 3203. This Plan addresses procedures established by our facilities to maintain a safe work environment, and designate individuals responsible for its implementation. Through these procedures we will actively encourage and support all efforts to promote employee safety, provide regular training, and establish a communication system to allow employees to report to management any perceived workplace hazards.

This Plan will be reviewed and updated on a periodic basis or whenever new substances, processes, or equipment are introduced into the workplace, or when management becomes aware of a previously unidentified hazard or unsafe condition that presents a new or potential occupational safety or health hazard.

All employees will have access to review the program. A printed or electronic copy will be provided no later than 5 business days after the request for access was received.

- A designated representative may request access to the program on behalf of the employee if the employee provides written authorization to exercise a right of access.
- A recognized or certified collective bargaining agent shall be treated automatically as a designated representative for the purpose of access to the Program.

Policy Statement

We believe that all occupational injuries and illnesses can be prevented, and it is a responsibility that must be shared equally by management and employees. We encourage all employees to join in a personal commitment to accident prevention as a way of life, on and off the job.

It is our goal to ensure that company operations do not adversely impact our community or the environment, and that we comply with all federal, state, and local safety, health, and environmental regulations. Our goal is to eliminate any foreseeable hazards which may result in personal injury or illness, property damage or loss, and business interruptions caused by accidents, major injuries, or other workplace hazards. All employees are responsible for minimizing accidents within our facilities and for following the guidelines established in our *Facility and Safety Training Manual*. Every employee's safety responsibilities are considered paramount to his/her other job responsibilities. Accident prevention is a cooperative effort for everyone's benefit.

Our objective is a safety and health program that will reduce the number of injuries and illnesses to a minimum. Our goal is zero accidents and injuries. To support that objective our safety and health program will include:

- Mechanical and physical safeguards to the maximum extent possible.
- Safety and health inspections to find eliminate or control unsafe working conditions and practices.
- Training for all employees in good safety and health practices.

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- Personal protective equipment and instructions for its care and use.
- Development and enforcement of safety and health rules.
- Investigation of every accident to find out what caused it and correct the problem so it will not happen again.
- Recognize and award outstanding safety performance.

We recognize that the responsibilities for safety and health are shared. We accept the responsibility for leadership of the safety and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions. Supervisors are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves. Employees are responsible for wholehearted, genuine operation of all aspects of the safety and health program – including compliance with all rules and regulations and for continuously practicing safety while performing their duties.

Program Administrator

The Injury and Illness Prevention Plan Administrator has responsibility and authority to oversee, update, and implement the Plan. All site managers, facility managers, and supervisors will assist in implementing, maintaining, and enforcing the IIP Plan within their facilities and work areas. The Injury and Illness Prevention Plan Administrator will be:

Tony Robertson, Area Safety Manager
Telephone: (925) 744-5267

Compliance

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all workers. Managers and Supervisors are expected to enforce the rules fairly and uniformly.

All workers are responsible for using safe work practices, for following all directives, policies, and procedures, and for assisting in maintaining a safe work environment.

Our system for ensuring that all workers comply with the rules and maintain a safe work environment includes:

1. Inform workers of the provision of our IIP Plan.
2. Evaluate the safety performance of all workers.
3. Recognize workers who perform safe and healthful work practices.
4. Provide guidelines and training to workers as appropriate to their job duties or when needed to address situations where a worker's safety performance is deficient.
5. Discipline workers for failure to comply with safe and healthful work practices.

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Facilities Included in This Plan

REPUBLIC SERVICES –VASCO ROAD LANDFILL
901 Bailey Road, Pittsburg CA 94565
Telephone: (510) 691-4337
General Mgr.: Josh Mills

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2. COMMUNICATION

Employee Participation

We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following:

1. New worker orientation including a discussion of safety and health policies and procedures.
2. Review of our Injury and Illness Prevention Plan.
3. Workplace safety and health training programs.
4. Regularly scheduled safety meetings.
5. Posted or distributed safety information.
6. Effective communication of safety and health concerns between workers and supervisors.
7. A system for workers to anonymously inform management about workplace hazards.

All employees are encouraged to bring workplace health and safety hazards to the attention of their Supervisor, Manager, or the Safety Manager. It is the responsibility of each individual to immediately report any and all workplace hazards that they observe or encounter during the course of the workday. It is the responsibility of management to respond to all reports of a potential hazard, assess and implement appropriate corrective action, additional procedural, or engineering controls, and adjust operations to provide employees with a safe working environment.

Anonymous Suggestions/Complaints

Employees having safety suggestions or complaints may contact the Area Safety Manager anonymously by telephone at (714) 471-5187 or by mail at 3260 Blume Drive, Suite 200, Richmond, CA 94806. Complaints regarding safety or health issues will be investigated promptly and reviewed by the Area Safety Manager. Appropriate action and follow-up will be initiated in the form of repair, abatement, or protective measures. Employees who feel that their complaint has not been adequately addressed by local leadership may also contact the Area Safety Manager for review and resolution.

Employees having a question or concern regarding legal or ethical behavior should first turn to their supervisor or another member of management. A second option is for the employee to contact the aware line, toll free 24 hours a day, 7 days a week, at 1-866-3-AWARE 4.

Employee Bulletin Board

An employee bulletin board is available and will contain required OSHA/CAL-OSHA postings, safety tips, workers compensation information, our Code of Safe Practices, and other federal, state, and regulatory information.

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3. HAZARD ASSESSMENT, CORRECTION, AND INVESTIGATION

Periodic Inspections

Inspections to identify, evaluate, and address workplace hazards will be performed by facility management or a Safety Committee to carry out this function on a monthly basis.

Further, whenever new substances, processes, or equipment are introduced into the workplace, or when management becomes aware of a previously unidentified hazard or unsafe condition that presents a new or potential occupational safety or health hazard an immediate inspection will be completed followed by appropriate employee training.

These inspections will be conducted to identify and evaluate any workplace hazard that may be present at our facilities. All deficiencies found will be noted and reviewed.

Corrective Measures

Unsafe or unhealthy work conditions, practices or procedures will be corrected in a timely manner based on the severity of the hazards. Hazards will be corrected according to the following protocols:

1. When observed or discovered.
2. When an imminent hazard exists, which cannot be immediately abated without endangering worker(s) and/or property, all exposed workers will be removed from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition will be provided with the necessary protection.

Accident/Exposure Investigations

Employees are required to report all incidents, accidents, or injuries regardless of severity immediately or as quickly as possible following the occurrence. All incidents will be investigated using the following procedures:

1. Supervisor or Manager will visit the scene of the incident as quickly as possible.
2. All involved employees and witnesses will be interviewed.
3. The workplace will be examined for factors associated with the incident.
4. Evaluation will be made to determine the cause of the incident.
5. Corrective action will be taken to prevent the incident from recurring.
6. Findings will be recorded using the Company *Automobile, General Liability, or Loss Notice* and/or *Employee Injury Report*. (See Attachment C)
7. All incidents will be communicated to the Division Safety Manager at the time of occurrence.

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4. SAFETY AND HEALTH RECORDKEEPING

Injury and Illness Records

An *Employee Injury Report* will be completed on every injury or illness occurring as a result of our operations. Those records will be reviewed to assist in pinpointing unsafe acts, conditions, or procedures. Any injury or illness requiring medical treatment will be recorded on *the Cal/OSHA Log and Summary of Occupational Injuries and Illnesses, Cal/OSHA Form 300* according to its instructions. Every year the summary Cal/OSHA Form will be posted no later than February 1st until April 30th.

Facility Inspection Records

Monthly facility inspections will be maintained for a period of one year. Those records will include the name of the person completing the inspection, the date of the inspection, a description of any hazard or deficiency identified during the inspection, and a summary of the action taken to correct the identified unsafe condition or work practice. The original copy of the facility inspection shall be maintained at the facility.

5. TRAINING AND INSTRUCTION

Training Requirements

All employees will receive training and instruction on general and job-specific safety and health practices. Training will be documented and maintained per company guidelines. During the meetings, employees will be encouraged to inform management of perceived safety hazards, operational concerns, and other issues. Training and instruction will be provided as follows:

1. When the IIP Plan is first established.
2. To all new workers.
3. To all workers given new job assignments for which training has not been previously provided.
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
5. Whenever a new or previously unrecognized hazard is identified.
6. To all supervisors and managers to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
7. To all workers with respect to hazards specific to each worker's job assignment.

Training Schedules and Topics

Safety meetings will be held a minimum of monthly at all facilities. Meetings will include OSHA recommended subjects, as well as other topics inherent to the waste industry. Additional meetings, or tailgate meetings, will be held by specific departments to provide information to employees regarding their individual work areas.

Following is a recommended training schedule and suggested tailgate topics.

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	January	February	March	April	May	June
Focus Together	The Year Ahead	PPL	Rollovers - Skills Course	Rear Collisions - Skills Course	Heat Considerations	Rollovers
OSHA Compliance	Lock Out / Tag Out	Personal Protective Equipment Industrial Truck Training	Hazard Communication	Accident Prevention Signs/Tags	Heat Stress	Blood Borne Pathogens
Tasks	Start 90 Days of Winter Safety Plan; conduct Annual LOTO Observations	PPE Hazard Assessments Forklift Recertifications	Wrap up 90 Days of Winter	First aid/CPR training for designated employees	Prepare Summer Safety Plans	Start 101 Days of Summer, June 1

	July	August	September	October	November	December
Focus Together	Backing - Skills Course	Pedestrians	Intersections - Skills Course	Backing - Skills Course	Intersections - Skills Course	Year In Review
OSHA Compliance	Emergency Response	Fire Extinguishers Hearing Conservation	Spill Prevention	Confined Spaces	Respiratory Protection Asbestos Safety (as required)	Drug & Alcohol Awareness
Tasks	Conduct Fire Drill	Review Hot Load Procedures	101 Days of Summer-Successfully Completed?	Review / Conduct Confined Space Evaluations	Respirator Fit Tests	Prepare 90 Days of Winter Plan

Recommended Safety Training Schedule

See Attachment C.

Optional Tailgate Topics

The following tailgate topics may be used to supplement regular training meetings and address individual training needs. Tailgate topics will be chosen based on the following:

- Training requirements of the individual facility.
- Relevance to the person(s) being trained.
- To address unusual or specific job task training needs.
- To emphasize the importance of safety on a regular basis.

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Accident/Injury Reporting
Autoclaved Waste
Automatic Transmission Usage
Battery Charging & Boost Starting
Bird Gun Usage
Container Delivery
Customer Service
Defensive Driving
Dual Drive Chassis Usage
Extracting Foreign Material
First Aid – General
Front Loader Usage
Good Housekeeping
Grinding & Sawing
Hand and Power Tools
Hearing Protection
Heat Stress
Hot Load Procedures
Landfill Gas Safety
Machine Guarding
Mounting/Dismounting Vehicles
Mounting/Dismounting Heavy Equipment
Operating Dozers
Operating Excavators
Operating Loaders
Overhead Crane Safety
Preventing Workplace Violence
Preventive Maintenance
Refuse Collection Vehicle Safety
Roll-Off Usage
Rules for Drivers and Helpers
Safe Driving – Backing
Safe Driving – Cushion of Safety
Safe Driving – Slow Down
Safe Driving Practices
Safe Equipment Operations
Safe Practices Pay
Safety Attitude
Spotter Safety
Spray Painting
Think Safety
Tire Maintenance
Towing a Stuck Vehicle
We Know Better
Wet Weather Operations
Working Safety Outdoors
Working on or Using Electrical Equipment

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CODE OF SAFE PRACTICES

We are responsible for minimizing accidents within our facilities and for following safe work practices every day while on the job. Safety is of equal importance to all other job responsibilities. We will follow these and all other safe practices appropriate to the workplace and to individual job duties, support all efforts to ensure safe operations, and report or respond to any unsafe conditions or practices immediately upon becoming aware of the condition or hazard.

1. Our Company will make every effort possible to select and hire only good, dependable employees who will report to work as scheduled, and who will work in a safe and responsible manner consistent with Company rules and regulations.

2. Employees will follow the instructions and procedures given by supervisors and management personnel. Employees will observe and obey all Company rules, regulations, comply with Department of Transportation, EPA, and OSHA/CAL-OSHA health and safety regulations, and all other standards and policies to ensure a safe workplace.

3. The use, sale, purchase, transfer, possession, consumption, presence in one's system, or transportation of any controlled substance or alcoholic beverage by any employee during company time, while on company premises, while operating Company equipment, or while under the authority of the Company is strictly prohibited. All employees will comply with the requirements of the Company Drug and Alcohol Policy.

4. Horseplay and disruptive or unsafe conduct, fighting, assaulting, or other threatening behavior will not be tolerated at any time.

5. All vehicles, heavy equipment, tools, and machinery will be maintained and operated in a manner that adheres to and supports all safe standards and procedures for that vehicle, piece of equipment, tool, or machine. Abuse of equipment, removal of safeguards, violation of laws pertaining to safe operations will not be allowed.

6. Employees will participate in all safety meetings and training sessions as requested by their supervisor or management.

7. All accidents and injuries will be reported to management immediately. Management will investigate and provide appropriate medical attention and implement preventive measures when possible.

8. All employees will maintain and wear any personal protective equipment, respirators, hearing protection or other protective devices required by their job duties. Good housekeeping practices will be exercised to prevent hazardous conditions.

9. All commercial drivers will meet, at a minimum, the standards and qualifications mandated by the Federal Highway Administration for commercial drivers.

10. Safe work rules will be developed and communicated to employees to address specific procedures and safe practices within the scope of their department and job position requirements.

Facility Inspection Report – Post Collection Division

Site:	Division #:	Inspector:	Date:

A	EXTERIOR / YARD		
Ref	**Item**	**Evaluation***	**Comment**
A.1	General appearance of Grounds/ landscape?		☐
A.2	Designated smoking area outside?		☐
A.3	Building exterior appearance		☐
A.4	When working in the yard, Is a positive "Lockout/Tagout" system provided to render machines, trucks, and equipment inoperable while repairs or adjustments are being made? Are locks individually keyed and under the exclusive control of the employee		☐
A.5	Equipment kept in secure area? Keys removed when parked?		☐
A.6	Equipment equipped with working fire suppression systems as required?		☐
A.7	Fences, Gates and locks in good condition?		☐
A.8	Are all Permit Required Postings posted at Gate?		☐
A.9	Are 24 hour emergency numbers posted at gate?		☐
A.10	Perimeter of property has no evidence of discharge of pollutants?		☐
A.11	Is "No Trespassing" signage posted along fence?		☐
A.12	Required Sign: " Caution- Always leave at least 10 feet between vehicles"		☐
A.13	Required sign: "Notice- Only the Driver may exit the truck cab at the active tipping area"		☐
A.14	Required sign: "Warning- Proper personal protective equipment must be worn at all times; (high visibility clothing, hard hats) "		☐
A.15	Manhole and other confined spaces clearly marked?		☐
A.16	Parking area and Entrance/ Exits are well lighted?		☐
A.17	Paved surfaces free of potholes, debris and other trip slip and fall hazards?		☐
A.18	Walkways and Steps in good repair?		☐
A.19	Are step risers on stairs uniform from top to bottom?		☐
A.20	Are steps on stairs and stairways designed to provided with a surface that renders them slip resistant?		☐
A.21	All barriers and bollards painted yellow?		☐

* ***EVALUATION OPTIONS:*** ***Pass, Fail, Not Applicable, Not Inspected***

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A.22	Fuel Island Dispensers Hoses and Nozzles in good repair?		☐
A.23	Fuel Island- No Smoking and Shut off Engine signs		☐
A.24	Fuel Island- Emergency Shut off clearly marked? Pumps shut off and/or locked when facility closed?		☐
A.25	Fuel Island- Adequate barrier protection?		☐
A.26	Fuel Island- Adequate number of Fire Ext? Charged/ tagged/ inspected?		☐
A.27	Fuel Island- Spill Kit dry and well marked?		☐
A.28	Fuel Truck- Dispensers Hoses and Nozzles in good repair?		☐
A.29	Fuel Truck- No leaks or signs of deterioration of tank integrity?		☐

D	HEAVY EQUIPMENT / FORKLIFT / INDUSTRIAL TRUCK		
Ref	**Item**	**Evaluation***	**Comment**
D.1	Are all nameplates and markings in place and legible on powered industrial trucks?		☐
D.2	Are industrial trucks kept in a clean condition, free of lint, excess oil, and grease?		☐
D.3	Is directional lighting provided on each industrial truck (safety blue light)?		☐
D.4	Does each industrial truck(s) have a warning horn, or other device which can be clearly heard above the normal noise in the areas where operated? Does each industrial truck have a reverse signal alarm audible above the surrounding noise level?		☐
D.5	Are the brakes on each industrial truck capable of bringing the vehicle to a complete and safe stop when fully loaded and does the parking brake effectively prevent the vehicle from moving when unattended?		☐
D.6	Does the Forklift have a working seatbelt and working strobe?		☐
D.7	Are powered industrial trucks driven by trained and authorized personnel only?		☐
D.8	Is an examination of industrial trucks made at least daily and after each shift and is a Vehicle Condition Report completed?		☐
D.9	Are industrial trucks left in an off position when unattended or when the operator is more than 25 feet from the vehicle?		☐
D.10	Is the rated capacity of the truck clearly posted within the view of the operator?		☐
D.11	Do all forklifts have a mounted, inspected, and pinned fire extinguisher?		☐
D.12	Is the overhead guard clear of obstruction, enabling the operator to view raised loads?		☐
D.13	Does the Operator have a grease gun and are regular grease requirements being met?		☐
D.14	Are radiators cleaned daily or as required?		☐
D.15	Do tracked machines have a clean carriage?		☐
D.16	Are Compactor wheel teeth worn?		☐
D.17	Are bucket cutting edges and teeth worn?		☐
D.18	Are there signs of equipment abuse or damage?		☐
D.19	Do all equipment requiring cameras have them installed and operational?		☐
D.20	Does all equipment have a functioning beacon?		☐
D.21	Are all required fire suppression systems in place and operational?		☐

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Health and Safety Training Schedule - Post Collection Specific

	January	February	March	April	May	June
OSHA Compliance	Hazard Communication	Personal Protective Equipment Industrial Truck Training	Lock Out/ Tag Out	Accident Prevention Signs/Tags	Heat Stress Ladder Safety / Mobile Scaffolds	Blood Borne Pathogens
Absolute Refresher	Absolute: Seat Belts	Absolute: Personal Protective Equipment (PPE)	Lock Out Tag Out Absolute	Uniforms Absolute		
Tasks & CA Required Training	Start 90 Days of Winter Safety Plan Review EPA Tier II Reporting Requirements	PPE Hazard Assessments Forklift Recertifications	Conduct Annual LOTO Observations	First aid/CPR training for designated employees Ensure UST training has been completed	Prepare Summer Safety Plans Ensure training for HM181 DOT/RCRA has been completed	Start 101 Days of Summer, June 1 Ensure Universal Waste Training has been completed

	July	August	September	October	November	December
OSHA Compliance	Emergency Response Odor Mangement Absolute Training	Fire Extinguishers Hearing Conservation	Spill Prevention	Confined Spaces	Respiratory Protection Asbestos Safety (as required)	Drug & Alcohol Awareness
Absolute Refresher	Odor Management Absolute	Leachate Management Absolute	Multi-Person Crew Backing Stormwater Pollution Prevention Plan Absolute	Fleet Security Absolute		
Tasks & CA Required Training	Conduct Fire Drill Complete annual Odor Management Plan training requirements. If assigned, complete Odor Management for Post Collections Leaders course in Workday.	Review Hot Load Proceedures Complete annual Leachate Management Plan review (Landfills).	101 Days of Summer-Successfully Completed? Complete annual SWPPP Absolute training requirements. If assigned, complete Stormwater Management course in Workday.	Review / Conduct Confined Space Evaluations Ensure Spill Prevention, SPCC, and HMBP/CUPA training has been completed	Respirator Fit Tests	Prepare 90 Days of Winter Plan

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D. Cost Proposal Forms

Republic Services' cost proposal forms for disposal services are attached and submitted separately to the City of Livermore along with this proposal submission.

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E. KEY TERMS AND CONDITIONS OF THE DRAFT AGREEMENT

Landfill Disposal Agreement

Republic Services has reviewed the Draft Operating Agreement and understands the roles, responsibilities, rights, and obligations of both the Authority and Republic Services. We have proposed revisions to the Franchise Agreement that we believe clarify conditions in a manner that is beneficial to both Republic Services as the Contractor and the City of Livermore. Please refer to **Attachment 2** for Republic Services redline of the draft disposal agreement that includes our intended exceptions and/or any items for consideration of further discussion.

As stated in our Cover Letter, Republic Services has submitted pricing and a per ton disposal rate that is fully compliant with the terms and conditions of the RFP and Draft Disposal Agreement. However, Republic Services welcomes the opportunity to discuss cost saving opportunities and decreased tip fees via alternative agreement provisions, which may include:

- An evergreen (or auto-renewal) provision added to the initial base term in which either the City or the Contractor has the ability to discontinue during the life of the agreement. For example, an initial 10-year base term and an auto-renewing 5-year extension.
- A minimum (floor) and maximum (ceiling) to the annual rate adjustment methodology; including a roll-over provision for any year in which the Bay Area CPI exceeds the determined annual ceiling percentage. For example, a X% floor and Y% ceiling to the annual CPI adjustment, where any percentage amount in which CPI exceeds the Y% ceiling would be rolled-over into the following year's rate adjustment amount (still subject to the same ceiling in year thereafter).
- Special tip fee adjustment language that allows the Contractor to seek compensation from the City for investments that maintain regulatory compliance and industry best practices for landfill management.
- Other contractual items to be explored and discussed by the City and Republic Services.

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F. Completed Forms

Attachment A2: Secretary's Certification

Vasco Road Landfill

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL
TO PROVIDE SOLID WASTE DISPOSAL SERVICES
FOR THE CITY OF LIVERMORE
IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **REPUBLIC SERVICES VASCO ROAD, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES OF CALIFORNIA HOLDING COMPANY, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **JOSH MILLS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 5th day of August, 2024.

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Attachment A3: Non-Collusion Affidavit

ATTACHMENT A3: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

FOR STATEMENT OF INTEREST FOR
SOLID WASTE DISPOSAL SERVICES
FOR THE CITY OF LIVERMORE

Proposer's Name Republic Services Vasco Road, LLC d/b/a Vasco Road Landfill

Proposer acknowledges that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost or rate element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to all applicable criminal, civil, and regulatory legal remedies.

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Attachment A4: Iran Contracting Act Certification

Vasco Road Landfill

ATTACHMENT A4: IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Service provider certifies that:

1. Service provider is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and

2. Service provider is not a financial institution that extends twenty million dollars ($20,000,000.00) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Service provider to this Certification, which is made under the laws of the State of California.

Vasco Road Landfill (Service provider Name)

By: _____ (Signature)

Name: Josh Mills (Printed Name)

Title: General Manager

Date: 9/9/2024

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Attachment A5: Acknowledgement of City of Livermore Ethics Code (Municipal Code §2.68.630, Ethics).

ATTACHMENT A5: ACKNOWLEDGEMENT OF LIVERMORE MUNICIPAL CODE §2.68.630

LIVERMORE MUNICIPAL CODE §2.68.630, ETHICS

A. City employees shall discharge their duties impartially to ensure fair competitive access to City procurement opportunities by responsible consultants, contractors, and vendors. Moreover, City employees shall conduct themselves in such a manner as to foster public confidence in the integrity of City procurement activities.

B. No City employee shall participate directly or indirectly in a City procurement when the employee knows that:

1. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or

2. The employee or any member of the employee's immediate family is negotiating or has an employment arrangement that is contingent upon, or will be affected by, the procurement.

C. Upon discovery of an actual or potential conflict of interest, an employee shall promptly inform the Administrative Services Director and withdraw from further participation in the procurement.

D. No person shall offer, give, or agree to give any City employee any gratuity or offer of employment in connection with a procurement by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity or an offer of employment in connection with a procurement by the City.

E. No consultant, contractor, or vendors who assisted the City's decision to identify the goods or services to be procured, and no consultant, contractor, or vendor with whom the City has contracted to prepare, or assist in the preparation of, bid or proposal documents, shall submit a bid, proposal, or quotation for the goods or services to be procured.

F. All potential consultant, contractor, or vendors shall avoid any behavior that might influence any elected or appointed officials to interfere with a solicitation, and they shall limit their communications with the City of Livermore to the person responsible for conducting that solicitation and the Administrative Services Director. Undue influence on a solicitation may result in the consultant, contractor, or vendor being disqualified from participating in a solicitation as set forth in the administrative regulations.

Proposer acknowledges receipt of the City of Livermore's Municipal Code Chapter 2.68.630 Ethics and agrees to be bound by the requirements of the code as those requirements relate to this disposal services procurement process.

Signature of Authorized Individual

Josh Mills
Printed Name of Authorized Individual

9/9/2024
Date Signed

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EXHIBIT F1:
COST BASIS FOR PROPOSAL

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EXHIBIT F1
COST BASIS FOR PROPOSAL

	MSW Disposal Service Rate	
	Disposal	
	10-Year Term	20-Year Term
Contractor component ($/ton)	$30.38	
Government component		
1. State of CA AB1220 IWM Fee	$1.40	
2. Alameda County Measure D	$8.23	
3. Household Hazardous Waste Fee	$2.15	
4. WMA Facility Fee (AB939)	$4.34	
5. Local Enforcement Agency Fee	$0.38	
6. County Business License	$0.95	
7. Adm Host Community	$0.48	
8. Open Space & Recycling	$1.85	
9. Waste Management Program	$0.13	
10. Transport Planning Management Fee	$0.02	
Subtotal government component ($/ton)	$19.93	$0.00
Total proposed rate ($/ton)	$50.31	$0.00
Average vehicle turnaround time at the landfill (minutes)	30	
Stand-by rate ($ per hour)	$50.00	

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EXHIBIT F2:
INITIAL RATES FOR SOLID WASTE DISPOSAL SERVICES

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EXHIBIT F2
INITIAL RATES FOR SOLID WASTE DISPOSAL SERVICES

	MSW Disposal Service Rate
	Disposal
Contractor Component ($/ton)	$30.38
Government Component	
1. State of CA AB1220 IWM Fee	$1.40
2. Alameda County Measure D	$8.23
3. Household Hazardous Waste Fee	$2.15
4. WMA Facility Fee (AB939)	$4.34
5. Local Enforcement Agency Fee	$0.38
6. County Business License	$0.95
7. Adm Host Community	$0.49
8. Open Space & Recycling	$1.90
9. Waste Management Program	$0.13
10. Transport Planning Management Fee	$0.02
Subtotal government component ($/ton)	$19.99
Total proposed rate ($/ton)	$50.37
Average vehicle turnaround time at the landfill (minutes)	25

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EXHIBIT G:
PERFORMANCE BOND

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This page is a placeholder for the Performance Bond, which Contractor shall file with the City within seven (7) calendar days of the City's notification to the Contractor that the City has executed this Agreement per Section 9.3 of this Agreement.

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LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of a Low-Income For Sale Housing Agreement with City Ventures for a 31-unit subdivision located northeast of the Portola Avenue and Rincon Avenue intersection (VTPM 11473).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Low Income For Sale Housing Agreement with City Ventures for a 31-unit subdivision located northeast of the Portola Avenue and Rincon Avenue intersection (VTPM 11473).

SUMMARY

In August 2024, the Planning Commission approved a 31-unit residential “Parkview” subdivision proposed by City Ventures located northeast of the Portola Avenue and Rincon Avenue intersection. In accordance with the City’s Affordable Housing Ordinance, and the project’s Conditions of Approval, the developer must enter into a Low Income For Sale Housing Agreement with the City. The developer proposes to provide 6 affordable units in the development for sale to median-and moderate-income households, and to provide an In-Lieu fee payment of $46,764 representing 0.2 affordable units in the development, as allowed by the City’s ordinance. Staff recommends approval of this proposal, further described in the Low Income For Sale Housing Agreement, as it will provide affordable first-time homebuyer opportunities, and an In-Lieu fee contribution to the City’s Affordable Housing Trust Fund that will support affordable housing throughout the City.

DISCUSSION

When City Ventures (the, "Developer") submitted their SB 330 application to the City, the City’s Affordable Housing Ordinance stated that developers completing for-sale residential projects within the City’s Isabel Neighborhood Specific Plan Area (INSP) must satisfy the affordable housing requirement by providing twenty percent (20%) of those units at prices as affordable for median- and moderate-income households or provide an equivalent alternative, subject to City Council approval.

In August 2024, the Planning Commission approved a 31-unit “Parkview” residential subdivision

proposed by City Ventures located northeast of the Portola Avenue and Rincon Avenue intersection (the "Development"). As a Condition of Approval, in accordance with the City's Affordable Housing ordinance, the developer must enter into a Low Income For Sale Housing Agreement with the City to fulfill the Inclusionary Housing requirement. The development is subject to an affordability requirement of 6.2 units for sale to median- and moderate-income first-time homebuyers. The developer proposes to provide 6 affordable units on-site as required by the City's Affordable Homeownership Program and to pay an equivalent In-Lieu Fee of $46,764 for the remaining 0.2 affordable units, as allowed under the ordinance.

The proposed fee was calculated using the fee calculation methodology for projects with 11 or more units and was based on a review of comparable home sales. As described in the Low Income For Sale Housing Agreement, the fee is calculated as the difference between the average affordable sales price of a 3-bedroom median- and moderate-income home, and the estimated market sales price of a 3-bedroom home in the subject development, based on current comparable units.

Staff recommends approval of the proposal as it meets the requirements of the City's Affordable Housing ordinance, advances City Council's affordable housing goals and meets the City's Strategic Plan Community Pillar of providing a Safe Community that Thrives. The on-site affordable units priced at median- and moderate-income levels will serve a range of low- to moderate-income homebuyers with the assistance of other County and State Down Payment Assistance funds to support purchases. Prices for the affordable units will be determined in accordance with the established sales prices adopted by the City for the Affordable Homeownership Program at the time of sale.

The affordable units would be marketed throughout the community, and the applicant selection process would prioritize applicants that meet City Council's established preferences, including Livermore residents and workers, Livermore Valley Joint Unified School District teachers, first responders, tenants of affordable rental units regulated by the City and veterans. All purchasers must meet the City's Affordable Homeownership Program qualifying criteria, including first-time homebuyer qualification, a minimum 660 credit score, determination of creditworthiness, and a three percent (3%) down payment requirement. Buyers will be required to enter into a resale restriction agreement with the City along with a promissory note and recorded deed of trust which reflect the affordability subsidy amount (e.g., difference between the market value and the affordable sales price).

In addition, the project will make a fee payment for the fractional 0.2 affordable unit which will be contributed to the City's Affordable Housing Trust, serving the housing needs of low- and very low-income families, seniors and unhoused individuals.

FISCAL AND ADMINISTRATIVE IMPACTS

If approved, the Low Income For Sale Housing Agreement (LIHA) will provide 6 affordable units for sale to median- and moderate-income homebuyers and an additional fee payment of $46,764 to the City's Low Income Housing Fund which could be accessed for other housing purposes and goals of the City.

Upon sale of the affordable units, the City will hold a promissory note secured by a recorded deed of trust with the homebuyer in an amount that is the difference between the market rate appraised value of the home and the affordable for sale price at the time of sale. The promissory notes require no payment and may transfer to a new eligible buyer at resale. If the unit is sold at a market rate-unrestricted price to an ineligible buyer, the City collects the amount of the promissory note, and all restrictions terminate on the unit.

The City will also receive an administrative fee of one and a half percent (1.5%) of the affordable sales price. The developer will pay this fee at close of escrow. The fee will be used to defray the City's marketing, application, selection and homebuyer education costs as well as to monitor resale restriction agreements and comply with all federal and state fair housing laws and regulations.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Fran Earl
Housing and Human Services Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A LOW-INCOME FOR SALE HOUSING AGREEMENT WITH CITY VENTURES FOR A 31-UNIT RESIDENTIAL SUBDIVISION LOCATED NORTHEAST OF THE PORTOLA AVENUE AND RINCON AVENUE INTERSECTION

City Ventures ("the Developer") proposed Parkview, a 31-unit residential subdivision located northeast of the Portola Avenue and Rincon Avenue intersection (VTP 11473) ("the Development").

On August 6, 2024, the Planning Commission held a duly noticed public hearing to consider the Project, staff recommendations, all public comment and testimony, and findings and adopted Planning Commission Resolution 27-24. The Developer now desires to meet its inclusionary housing requirement for the Development by entering into a Low-Income For Sale Housing Agreement ("Agreement") with the City of Livermore. The Development would be subject to the twenty percent (20%) inclusionary requirement for the Isabel Neighborhood Specific Plan Area (INSP) whereby 6.2 units in the Development are required to be provided as affordable for purchase by median- and moderate-income homebuyers in the Development.

In accordance with the City of Livermore's Inclusionary Housing Ordinance (Livermore Development Code section 10.06.050), the Developer proposed to satisfy the twenty percent (20%) affordable housing requirement for the Development by providing 6 units for sale in the Development at prices that are affordable to median- and moderate-income households and through payment of an In-Lieu fee of $46,764 to the City of Livermore's Housing Trust Fund (F611) as the equivalent of the remaining 0.2 affordable units required. This proposal for satisfaction of the inclusionary housing requirement is reflected in the Low-Income For Sale Housing Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager, or her designee, to sign on behalf of the City of Livermore the Low-Income For Sale Housing Agreement with City Ventures, for a 31-unit subdivision, attached hereto as Exhibit A, and all related and necessary documents.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

Exhibit A – Low Income For Sale Housing Agreement with City Ventures

Recording Requested By:

CITY OF LIVERMORE

And When Recorded Mail to:

The City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550
Attention: City Clerk

Documentary Transfer Tax $ Exempt R&T Code 11922

By:

City of Livermore

Recording Fee $0.00 Gov't Code 27383

APN 99-100-30-8

Low Income For Sale Housing Agreement
between
City of Livermore and City Ventures Homebuilding, LLC

This Low Income For Sale Housing Agreement ("Agreement") is entered into on_____, _____, 2025 by and between the City of Livermore, a municipal corporation ("City"), and City Ventures Homebuilding, LLC ("Developer"), with reference to the following facts:

RECITALS

A. A serious shortage of affordable housing exists in the City. Of particular concern is the shortage of housing for low-income and moderate-income households.

B. The impact that for-sale residential units have on the need to meet affordable housing was determined by conducting a Residential Nexus Analysis and Residential Feasibility Analysis. The analyses found that the need for affordable housing is commensurate with a 15% inclusionary requirement. The 20% inclusionary requirement for the Isabel Neighborhood Specific Plan was developed to be economically equivalent to the 15% inclusionary requirement for the General Plan Area.

C. The City's General Plan Housing Element has the goal of providing housing affordable to all economic segments of the community and requires, at the time of the Developer's SB330 application, that in the General Plan area 15% of the dwelling units be affordable, in the Downtown Specific Plan area 10% of the dwelling units be affordable, and in the Isabel Neighborhood Specific Plan Area 20% of the dwelling units be affordable. Chapter 10.06.050 of the Livermore Development Code provides that this affordability requirement may also be

satisfied by alternative means including payments to the City's Housing Trust Fund for use in affordable housing projects.

D. The Developer desires to build a residential development in the Isabel Specific Plan Area of the City of Livermore, and to enter into this Agreement to satisfy its affordable housing requirement.

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions and covenants set forth herein, City and Developer agree that the recitals are true and correct and further agree as follows:

1) Development
The Developer intends to develop a subdivision consisting of 31 for sale single-family, attached housing units ("Units") as described in that certain Vesting Tentative Parcel Map 11473 (the "Map"), located at 1300 Portola Avenue, in Livermore, California (the "Development").

2) Affordable Housing Requirement
Based on the Conditions of Approval for Vesting Tentative Tract Map 11473, and Chapter 10.06.050 of the Livermore Development Code, the Developer is required to provide 6.2 residential units for sale at affordable prices to median-income and moderate-income households.

3) Satisfying the Affordable Housing Requirement
In satisfaction of the affordable housing requirement described in Section 2 above, the Developer hereby agrees to: (i) construct six (6) Units within the Development, two (2) of which will be reserved for sale at Median Income Sales Prices, and four (4) of which will be reserved for sale at Moderate Income Prices, each as defined in Section 7 below, (each an "Affordable Unit"); and, (ii) for the fractional remainder of the requirement, pay to the City's Housing Trust Fund the in lieu fee, as defined in Section 4, below.

4) Payment Schedule and Calculation
At the time of execution, the in-lieu fee equivalent for one (1) Affordable Unit is $233,818 as calculated in the method described in Attachment 2 (the "In-Lieu Fee"). The Development is to pay the In Lieu Fee for 0.2 Units in the Development which totals $46,764. The In Lieu Fee for the 0.2 Unit equivalent shall be paid in equal installments of $1,870.56 per Unit at the time of building permit application for each of the 25 unrestricted, market rate Units in the Development (the "Market Rate Units").

The In-Lieu Fee amount shall be fixed for any Units constructed in the Development within five (5) years of the date of execution of this Agreement. Thereafter, the In-Lieu Fee calculation shall be subject to adjustment per the City's Housing In Lieu Fee Ordinance.

5) Location and Description of Affordable Units

a) The Affordable Units shall be located on the base lots described below and further depicted in Attachment 1, attached hereto and incorporated herein.

Townhouse Lot Number	Plan	No. of Bedrooms	No. of Baths	Square footage (+/-)	Affordable Sales Price Category
4	1	3	3	1426	Moderate
6	1	3	3	1426	Moderate
8	1.1 Upper Front Bay	3	3	1445	Moderate
13	1-R	3	3	1426	Moderate
19	1.1	3	3	1426	Median
26	1.2-R	3	3	1426	Median

b) All Affordable Units shall be sold at the sales prices adopted annually and Citywide for the applicable sales price category by City Council that are applicable during the year the Affordable Units are sold (the "Median Income Price" and "Moderate Income Price"). For the initial calendar year of this Agreement, the Median and Moderate Income Prices are as set forth in Attachment 3 attached hereto.

c) The Lots listed in Section 5.a and identified in Attachment 1 on which the Affordable Units are to be constructed may be changed with the mutual written consent of the City and Developer not to be unreasonably withheld provided that any change in the Lots does not materially detract from the value of the Affordable Units as determined by the City in accordance with the City's affordable housing ordinance (Dev. Code § 10.06.050).

d) Each Affordable Unit shall

i. be built in conformance with the models and plans noted in Section 5 (a) above as such plans were approved in connection with Vesting Tentative Tract Map 11473 and,

ii. consist of the square feet of living space comprised of a family room, dining room, kitchen, laundry, bedrooms and bathrooms, as stated in Section 5 (a) above, and

iii. contain the same standard amenities, fixtures and finishes, such as appliances, cabinets, counters, flooring, etc., as the Market Rate Units in the Development. Any proposed amenities, fixtures and finishes that differ from those in the Market Rate Units must be pre-approved by the City in writing prior to marketing the first Affordable Unit; provided, however, that nothing herein shall be construed to limit the ability of purchasers of Market Rate Units to purchase options or enhancements.

6) Selection of Purchasers

The purchasers ("Purchasers") of the Affordable Units shall be participants in the City's Affordable Homeownership Program (the "Program"). The Program requires that:

a) For those Affordable Units designated to be sold to median income households, each Purchaser's income shall not exceed one hundred percent (100%) of the median income for Alameda County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development ("Median Income Purchaser").

b) For those Affordable Units designated to be sold to moderate income households, each Purchaser's income shall not exceed one hundred twenty percent (120%) of the median income for Alameda County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development ("Moderate Income Purchaser").

c) Median and Moderate Income Purchasers must be first-time homebuyers and meet credit and eligibility standards described in Attachment 5 - the City's "Affordable Homeownership Program Guidelines".

d) To the extent required under the Program, Developer agrees to market the Affordable Units through specified City programs to implement applicant selection preferences in accordance with City's Affordable Homeownership Program Guidelines. The Developer may elect to have the City identify and select eligible Median and Moderate Income Purchasers for the Affordable Units.

e) If the Developer elects to utilize the services of the City:

   i. The City will provide marketing of the unit and establish a list identifying income-eligible households that qualify to meet the definition of either a Median Income Purchaser or Moderate Income Purchaser, as applicable, based on preferences established by the Livermore City Council in the Affordable Homeownership Program Guidelines described in Attachment 5 ("Eligible Purchasers"), provide first-time homebuyers access to consumer credit counseling, identify to first-time homebuyers possible financing options, assist homebuyers through the escrow process, monitor resale restriction agreements and related documents, and comply with all federal and state fair housing laws and regulations.

   ii. Upon close of escrow for the sale of each Affordable Unit, the City shall be paid from escrow an administrative fee equal to one and a half percent (1.5%) of the Total Purchase Price to conduct the activities described in Section 6 (d)(i) on behalf of Developer.

iii. In order to ensure timely delivery notification of selected Eligible Purchasers, Developer shall send to the City's Housing and Human Services Division Manager, a written notice as soon as Developer, in its reasonable opinion, believes that a particular Affordable Unit is at least one hundred twenty (120) days from being ready for occupancy. At that point, the City will begin marketing and identifying Eligible Purchasers. The City shall provide to Developer the names of Eligible Purchasers identified under the Program.

iv. Developer may rely in good faith upon City's certification of the Eligible Purchasers as qualified income-eligible buyer and in compliance with local, federal and state fair housing laws and regulations, and Developer shall not incur liability, under this Agreement or otherwise, as a result of fraud, mistake, or misrepresentation (intentional or unintentional) by an applicant or City in determining that an applicant is an income-eligible household and/or an Eligible Purchaser in compliance with this Agreement as well as local, state, and/or federal housing laws and regulations.

f) If the Developer does not elect to utilize the services of the City, the Developer must meet all of requirements described in this section (6.e.i) with the exception of monitoring Purchasers' ongoing compliance with resale restriction agreements and related documents. The City will monitor the Developer to ensure compliance.

i. If, for the initial sale of an Affordable Unit, an Eligible Purchaser has not been identified by the Developer for certification by the City (as applicable under Section 6.f.) within 90 days after the commencement of marketing for the sale of the Affordable Unit under Section 6.f., Developer shall provide the City written notice that an Eligible Purchaser has not been identified for the Affordable Unit and agree to have the City market the unit and locate an Eligible Purchaser using the process described in Section 6.e.

g) If Developer and/or City is unable to identify an Eligible Purchaser through the above-described marketing within 120 days following implementation of the City starting their process to locate an Eligible Purchaser, the Affordable Unit will be released from the affordability requirements imposed by the City pursuant to this Agreement and the Developer may sell the Affordable Unit at fair-market value ("Released Unit") and upon sale of the Released Unit, Developer shall pay to the City the In-Lieu Fee for that Unit. For purposes of calculating the In-Lieu Fee for a Released Unit, Developer shall use the City's Affordable Housing Fee Ordinance (Municipal Code 3.26.050 Section C) to calculate the fee per unit at the time of the sale. Said sum shall be paid to the City upon close of escrow for the sale of such Released Unit, for future use by the City for the development of affordable housing. At close of

such a sale, the Released Unit shall not be subject to any requirement or obligation of this Agreement and this Agreement shall cease to be a burden on or encumbrance against that Released Unit. Upon Developer's request, City agrees to provide documentation, in a form subject to City's reasonable approval, terminating this Agreement as to that Released Unit, however such documentation shall not be necessary to terminate the Agreement under the circumstances described in this provision.

7) Sales Price Limits & Permitted Options

a) For those Affordable Units sold to Median Income Purchasers and Moderate Income Purchasers, the purchase price for each unit shall not exceed the sum of (i) the "Median Income Price" or "Moderate Income Price" plus (ii) the total cost of any Options (as that term is hereafter defined) for the particular Affordable Unit. The Median Income Price and Moderate Income Price are established annually by the City and set forth as Affordable For-Sale Prices, Rental Rates and Maximum Income Limits. The 2025 schedule is attached hereto as Attachment 3, incorporated herein as reference, and adopted by City Council Resolution 2001-204 ("Below Market Price Limits.") The Developer and the City acknowledge that the Below Market Price Limits may be adjusted annually and agree that in the event of such adjustment the Median Income Prices and Moderate Income Prices of the Affordable Units shall be adjusted to match the then current Below Market Price Limits at the time the Developer notices the City of an Affordable Unit(s) for sale and/or the marketing of the Affordable Unit(s) begins as mutually agreed upon.

b) The term "Options" shall mean any options, improvements, or upgrades to an Affordable Unit that Developer has made available to a Purchaser and that Purchaser has agreed to purchase at its sole cost and expense and may not be financed. Notwithstanding anything in this agreement to the contrary, the total cost of the Options that a particular Purchaser may purchase for an Affordable Unit shall not exceed five percent (5%) of the Median Income Price and Moderate Income Price for that Affordable Unit. Developer acknowledges and agrees that its sole compensation for any sale of an Affordable Unit shall be the sum of (a) the Median Income Price or Moderate Income Price and (b) the total cost of the Options. The sum total of items (a) and (b) above is hereafter referred to as the "Total Purchase Price".

c) All permitted upgrades and options for the Affordable Units must be pre-approved by the City prior to marketing the first Affordable Unit.

d) For property assessment purposes, the Total Purchase Price for each Affordable Unit shall be reported to the Alameda County Assessor's Office.

8) Affordability Restrictions
To effectuate the affordability restrictions, as a condition to the close of escrow on any Affordable Unit, the Developer shall require Purchaser to execute a promissory note in favor of the City in an amount equal to the difference between the fair market value as determined by an appraisal of the Affordable Unit and the Median Income Price or Moderate Income Price (the "Promissory Note"). In addition to the Promissory Note, the Purchaser shall execute a deed of trust and a resale restriction agreement in favor of the City that will be recorded in a second-priority position at the close of escrow. The Resale Restriction Agreement, Deed of Trust and Promissory Note shall be referred to as the "City Loan Documents" and shall be substantially in the form of Attachment 4. Upon: (i) the closing of the sale of an Affordable Unit by Developer to an Eligible Purchaser in accordance with this Agreement, and (ii) the execution and recordation of the City Loan Documents by that Purchaser, this Agreement shall, without execution or recording any instrument of release, cease to be a burden on or encumbrance against that Affordable Unit. Developer shall have no further obligations or liabilities with respect to compliance with this Agreement for such Affordable Unit, including but not limited to, monitoring the compliance with this Agreement or the City Loan Documents entered into by the Purchaser. Upon request by Developer, City shall sign any such release to the extent requested by Developer and/or required by any title company insuring the sale or transfer of Units.

9) Assignment
This Agreement shall be binding upon the successors and assigns of the parties. Where the Developer sells or otherwise transfers title to any portion of the Property, that subsequent owner and Developer are jointly and severally liable for the obligations under this Agreement as to that portion of the Property sold or transferred unless Developer is released by City, which release shall not be unreasonably withheld, so long as the subsequent owner provides City with security equivalent to any security previously provided by Developer to secure performance of its obligations hereunder. Developer acknowledges that it shall be reasonable for City to condition such release of the Developer upon Developer and its successor entering into a written assignment and assumption agreement requiring the successor to satisfy Developer's outstanding obligations under this Agreement.

10) Mortgagee Protection
Developer may obtain financing for the development and construction of the Property, which financing may be secured by a lien or charge of a mortgage, deed of trust, or other security interest then of record made in good faith and for value (a "Mortgage") without the City's consent. Upon the written request therefore by any holder of a Mortgage (a "Mortgagee"), the City shall provide such Mortgagee copies of any notice of default or demand to perform provided to Developer under this Agreement substantially concurrently with its delivery to Developer and agrees that such Mortgagee may, but is under no obligation to, cure any such default. In the event a Mortgage exists for which City has received notice from the Mortgagee

pursuant to this Section, this Agreement shall not be amended, supplemented, restated or otherwise modified in any manner without the prior written but reasonable consent of such Mortgagee. The City's rights pursuant to this Agreement shall not defeat, limit or render invalid any mortgage or deed of trust recorded against the Property or any portion thereof, including without limitation, any Affordable Unit. Notwithstanding any other provision in this Agreement to the contrary, this Agreement shall not diminish or affect the rights of the California Housing Finance Agency ("CalHFA"), HUD, the Federal National Mortgage Association ("FNMA"), or the Veterans Administration ("VA") under any mortgage recorded against the Property in compliance with the Agreement. The City further agrees to execute and deliver to Mortgagee such further and other documents as Mortgagee may reasonably require to effect the purpose and intent of this Section.

11) Breach
No party shall be in material breach of this Agreement unless and until (i) the breaching party receives from the non-breaching party a written notice ("Breach Notice") stating the nature of the breach and (ii) the breaching party has failed to cure such breach within thirty (30) days of the date it receives the Breach Notice; provided, however, if the nature of the breach is of a type or nature that cannot be cured within thirty (30) days, then the breaching party shall not be in material default of this Agreement so long as it (i) commences curing of the breach within thirty (30) days of the date it receives the Breach Notice and (ii) diligently pursues curing the breach to completion.

12) Agreement Lawful and Enforceable.
The Developer acknowledges and concedes that this Agreement is lawful and enforceable and waives any and all legal challenges or other objections to this Agreement. The Developer shall not in any judicial action or proceeding, affirmatively or by way of defense, seek to invalidate or otherwise avoid the application of the terms of this Agreement.

13) Notice
Unless specified otherwise herein, any notice, tender or delivery to be given pursuant to this Agreement by either party shall be in writing and may be accomplished by delivery in person, express delivery service, or first-class certified mail, return receipt requested. Any notice shall be deemed received on the date shown on the receipt as the date of delivery, refusal of delivery or the date returned as undeliverable. Notices shall be addressed as set forth below, but each party may change his or her address by written notice in accordance with this Section.

TO CITY:
City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

TO DEVELOPER:
City Ventures Homebuilding, LLC
1185 Old Mason Street
San Francisco, CA 94123
Attn: Samantha Hauser

14) Attorneys' Fees
If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the party prevailing in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred.

15) Compliance
Compliance with this Agreement satisfies the affordable housing development obligations of Developer under the City's Affordable Housing Ordinance (Section 10.06.050 of the Livermore Development Code), and the Vesting Tentative Tract Map 8609 conditions of approval.

16) Modification
This Agreement shall not be modified except by written instrument executed by and between the parties.

17) Entire Agreement
This Agreement constitutes the entire understanding and agreement of the parties with respect to the sale of the Affordable Units.

18) Binding Effect
This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

19) Severability
If any term of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

20) Governing Law
This Agreement shall be governed by the laws of the State of California.

21) Incorporation by Reference
Any attachments referred to in this Agreement are incorporated in this Agreement by such reference.

22) Counterparts
This Agreement may be executed in counterparts, by actual or facsimile signature (with originals to be forwarded by overnight mail). Each counterpart shall be deemed an original and all, when taken together, shall constitute one agreement.

23) Termination
This Agreement and all terms and conditions contained herein and the encumbrance of this Agreement on title shall automatically terminate once Developer has sold the Affordable Units consistent with this Agreement without

signing or recording any instrument of release, provided City shall sign any such release to the extent requested by Developer and/or required by any title company insuring the sale or transfer of Units. Notwithstanding the foregoing this Agreement shall terminate in its entirety and be of no further force and effect with respect to, (a) any portion (or interest in) of the Property, upon dedication or conveyance to a homeowners association, public entity or public utility, and (b) any completed Unit, upon the sale of such Unit to a member of the general public. In any such event, such portion of the Property (or interest therein) shall be deemed automatically released from the encumbrance of this Declaration, without signing or recording any instrument of release, provided City shall sign any such release to the extent requested by Developer and/or required by the title company insuring such sales or transfers.

[Signatures and Attachment List on the Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

DEVELOPER:

By: _____
Name: Samantha Hauser
Its: Authorized Signatory
For: City Ventures Homebuilding, LLC
Date: 2-27-25

CITY OF LIVERMORE: **Dated:**

_____ _____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

_____
Deputy/Assistant/Senior Assistant/City Attorney

Attachments:

Attachment 1 - Location of Affordable Units
Attachment 2 - Calculation of In Lieu Fee for Fractional Unit
Attachment 3 - 2025 Affordable Homeownership Program Sales Prices
Attachment 4 - City Loan Documents
Attachment 5 - Affordable Homeownership Program Guidelines

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco }

On 2/27/25 (Date) before me, Mark William Buckland (Here Insert Name and Title of the Officer),

personally appeared Samantha Hauser (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MARK WILLAM BUCKLAND
Notary Public - California
San Francisco County
Commission # 2485169
My Comm. Expires Mar 22, 2028

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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Attachment 1

Location of Affordable Units

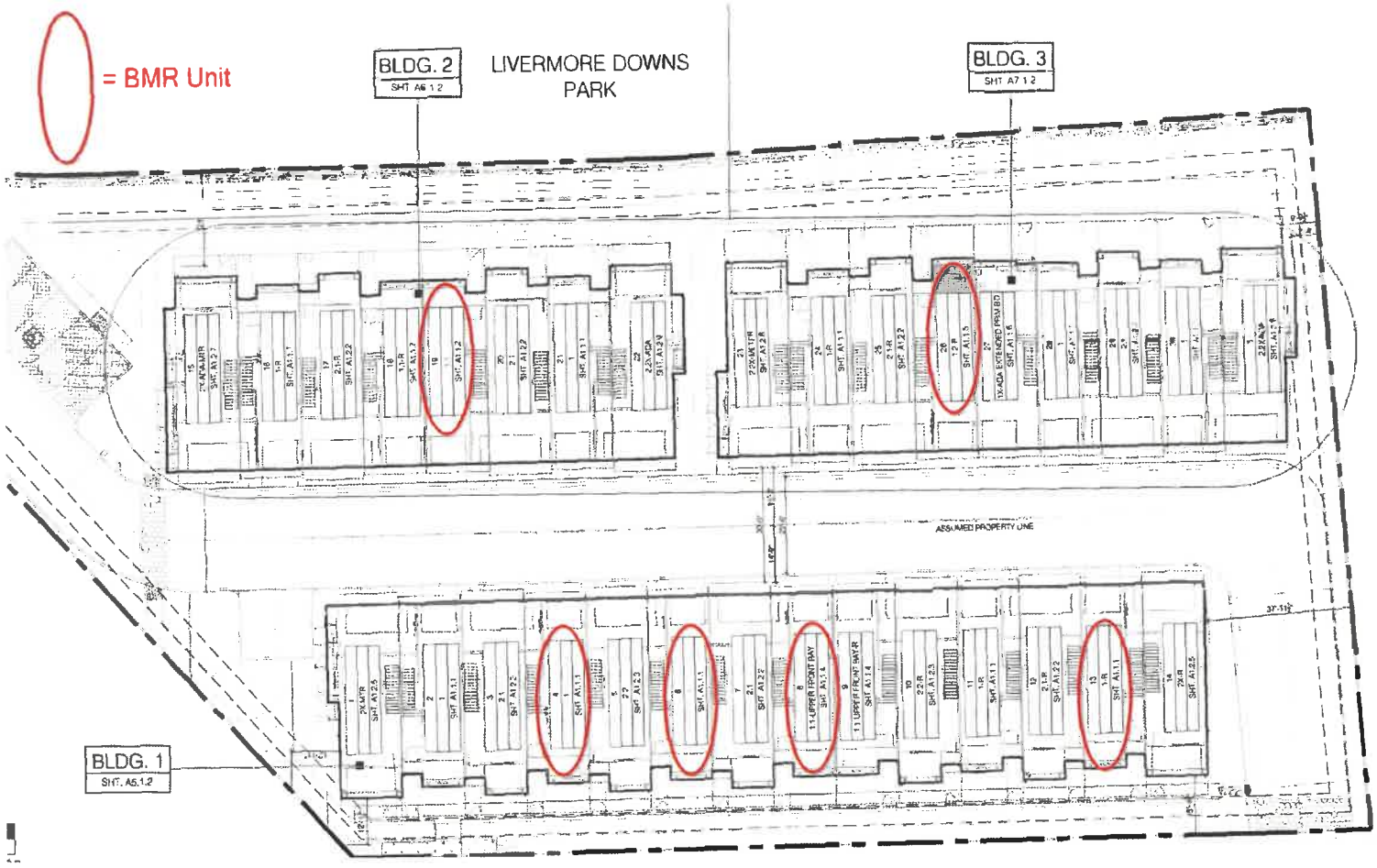
(See next page)

Note: The original plan is available on file as part of Vesting Tentative Tract Map 11473 at the City of Livermore Building Department, 1052 S. Livermore Avenue, Livermore CA 94550

EXHIBIT A

ATTACHMENT 1

Townhouse Lot Number	Plan	No. of Bedrooms	No. of Baths	Square footage (+/-)	Affordable Sales Price Category
4	1	3	3	1426	Moderate
6	1	3	3	1426	Moderate
8	1.1 Upper Front Bay	3	3	1445	Moderate
13	1-R	3	3	1426	Moderate
19	1.1	3	3	1426	Median
26	1.2-R	3	3	1426	Median



Attachment 2

Calculation of In Lieu Fee Payment for Fractional Unit

(See next page)

ATTACHMENT 2

In-Lieu Fee Calculator - Projects 10+ Units

Per Livermore Municipal Code 3.26 Housing In Lieu Fee

Development: Parkview
Developer: City Ventures
Total Units: 31
Affordable (Inclusionary) Unit Requirement (20%): 6.2
Fractional Affordable Unit to be Provided in Fee: 0.2

Average Square Footage of Development Calculations									
	Plan #1	Plan #1-ADA	Plan #2	Plan #2 END	Plan #2X	Plan #2X METER CLOSET	Plan #2X ADA_BD 4 BTH 4	Plan #2X ADA METER CLOSET	Total
Square feet of each Plan:	1403	1509	1697	1697	1760	1760	1816	1816	
Number of units of each Plan:	15	1	9	1	1	1	1	2	31
Total square feet of each Plan:	21,045	1,509	15,273	1,697	1,760	1,760	1,816	3,632	48,492
					Average square footage of the Development:				**1,564**

	$ 860,000	Estimated Base Sales Price of Average Unit
-	$ 626,182.00	Affordable Sales Price for 3BR Unit
=	**$233,818.00**	**In-lieu fee Equivalent for one (1) Affordable Unit**
x	0.2	Fractional Affordable Unit
=	**$ 46,764**	**Fractional Fee**

Attachment 3

Sample Affordable For-Sale Prices, Rental Rates and Maximum Income Limits

(See next page)

ATTACHMENT 3

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates

For-Sale Housing*							
		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Household Size	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	1	$84,600	$250,112	$109,000	$339,854	$130,800	$420,033
1	2	$96,650	$294,431	$124,550	$397,046	$149,500	$488,810
2	3	$108,750	$338,934	$140,150	$454,422	$168,150	$557,404
3	4	$120,800	$383,253	$155,700	$511,614	$186,850	$626,182
4	5	$130,500	$418,929	$168,150	$560,295	$201,800	$681,167
5	6	$140,150	$454,422	$180,600	$603,194	$216,750	$736,152
6	7	$149,800	$489,914	$193,050	$648,985	$231,700	$791,137
7	8	$159,500	$525,590	$205,500	$694,775	$246,650	$846,123

**Effective January 1, 2025*

Rental Housing*													
		Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Size House-hold	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$32,700	$818	$54,500	$1,363	$65,400	$1,635	$84,600	$2,115	$109,000	$2,725	$130,800	$3,270
1(*)	1.5	$35,100	$878	$58,400	$1,558	$70,080	$1,752	$90,625	$2,266	$116,775	$2,919	$140,150	$3,504
1	2	$37,400	$935	$62,300	$1,558	$74,760	$1,869	$96,650	$2,416	$124,550	$3,114	$149,500	$3,738
2	3	$42,050	$1,051	$70,100	$1,753	$84,120	$2,103	$108,750	$2,719	$140,150	$3,504	$168,150	$4,204
3	4	$46,700	$1,168	$77,850	$1,946	$93,420	$2,336	$120,800	$3,020	$155,700	$3,893	$186,850	$4,671
4	5	$50,450	$1,261	$84,100	$2,103	$100,920	$2,523	$130,500	$3,263	$168,150	$4,204	$201,800	$5,045
4	6	$54,200	$1,355	$90,350	$2,259	$108,420	$2,751	$140,150	$3,504	$180,600	$4,515	$216,750	$5,419
4	7	$57,950	$1,449	$96,550	$2,414	$115,860	$2,930	$149,800	$3,745	$193,050	$4,826	$231,700	$5,793
4	8	$61,650	$1,541	$102,800	$2,570	$123,360	$2,930	$159,500	$3,988	$205,500	$5,138	$246,650	$6,166

**Effective October 28, 2024*

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2024. The Affordable Sales Prices are effective for the 2025 Affordable Homeownership Program year and thereafter until updated by City Council. The 2024 Area Median Income for a 4-person household of $155,700 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program.

(*) Low Income Housing Tax Credit (LIHTC) Household size

Sales Prices: assume a 6.00% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.
The Rental Housing limits are effective upon adoption by City Council and thereafter until updated by City Council. Rental affordability based on 30% of the household's monthly income and do not include tenant utility allowances. Utility allowances should be deducted from the maximum rents based on the Livermore Housing Authority's utility allowance schedule for the Section 8 Program.

Date Adopted by Livermore City Council: October 28, 2024.

Attachment 4

City Loan Documents

(See next page)

COMPLIMENTARY RECORDING
REQUESTED PURSUANT TO
GOVERNMENT CODE SECTION 27383

When Recorded Mail To:
City Clerk
City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550

RESALE RESTRICTION AGREEMENT

Owner: _____

Residence: _____
Livermore, CA 94551

This Resale Restriction Agreement (the "Agreement") is entered into as of this _____ day of _____, 2021 by and between the City of Livermore, a municipal corporation (the "City") and _____ (the "Owner").

RECITALS

A. There is currently a shortage of single family housing in the City of Livermore that is affordable to low income households, causing many low and moderate income households to be unable to purchase single family homes.

B. To assist low and moderate income households in purchasing single family homes, the City has granted developers certain regulatory concessions and in return developers have agreed to cooperate with the City in developing affordable single family homes.

C. In order to further its plan to assist in the purchase of homes by low and moderate income households, the City has developed a secondary financing program designed to assist qualified purchasers to purchase single family homes while preventing unfair windfall profits to the purchasers (the "Affordable Homeownership Program").

D. Without the City's Inclusionary housing requirements, which require the developers to build homes at an affordable price, the Owner would not have had the opportunity to purchase a single family residence.

E. The City's secondary financing represents the value that the owner has received as a result of the City's Inclusionary requirements.

F. The Owner desires to purchase an affordable single family home and to participate in the Affordable Homeownership Program.

G. The Owner has qualified for City financing with a combined household income which does not exceed One Hundred Twenty percent (120%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development.

H. The City wishes to establish resale controls to protect its financial interest in the Residence and to provide for the continued availability of affordable housing.

I. In order to protect its financial interest and its program of providing housing for low income households, the City has required the Owner to execute, in addition to this Agreement, a promissory note in favor of the City (the "City Note").

J. This Agreement and the City Note shall be secured by a deed of trust in a lesser lien position (the "City Deed of Trust") subordinate to the lien of that deed of trust executed by the Owner in favor of the First Lender.

K. The purpose of this Agreement is to place resale controls on the Residence and establish eligibility requirements for subsequent purchasers.

L. The City intends to apply the production of this Residence, to the extent permitted by law, toward the satisfaction of the requirements of Health and Safety Code Section 33413(b)(2).

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City, the Owner and the City agree, as follows:

1. DEFINITIONS

The following terms are specially defined for this Agreement:

A. "Affordable Purchase Price" shall mean the maximum purchase price for Moderate Income (120% AMI) housing, adjusted for number of bedrooms, as adopted annually by the City Council of the City.

B. "Affordable Rent" shall mean the lesser of the actual housing costs (including mortgage, homeowners' insurance, hazard and flood insurance, homeowners' association dues) or City affordable rental maximum plus reasonable and customary property management services fee.

C. "City Option" shall mean the City's option to purchase Residence as defined in Section 15.A.

D. "Excess Rental Proceeds" shall mean all rental proceeds collected by the Owner that exceed the Affordable Rent.

E. "Excess Sales Proceeds" shall mean the portion of the gross sales proceeds received by the Owner from a subsequent purchaser, which exceeded the Affordable Sales Price for the Residence that is due to the City. The amount of Excess Sales Proceeds due to the City shall be no greater than the equivalent amount of 3% compounded annual interest on the principal amount of the City Note for a maximum of twenty (20) years. The actual amount of excess sales proceeds due to the City shall be calculated according to the number of years outstanding on the City's Note.

F. "Fair Market Value" shall be determined by an appraisal of the Residence performed as provided in the Resale Restriction Agreement. Nothing in this subparagraph shall preclude the Owner and the City from establishing the Fair Market Value of the Residence by mutual agreement in lieu of an appraisal.

G. "First Lender" shall mean .

H. "First Lender Deed of Trust" shall mean the deed of trust from Owner to .

I. "First Lender's Loan" shall mean the loan to Owner made by and any loan to Owner in the name of or held by CalHFA.

J. "Median Income" shall mean the median annual income, adjusted for household size, for a household in Alameda County as published by the California Department of Housing and Community Development.

K. "Proposed Purchaser" shall mean the potential home buyer proposed by the Owner to purchase the Residence from the Owner.

L. "Sales Price" shall mean the maximum sales price that the Owner may receive for any Transfer of the Residence to an eligible Purchaser, as calculated in accordance with Section 14 below.

M. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, (other than as may be permitted in Section 8 of the Resale Restriction Agreement) or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title, or deed of trust.

A Transfer shall not include a transfer by gift, devise or inheritance: (i) to an existing spouse, domestic partner, surviving joint tenant, or child; (ii) by an Owner to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Residence; (iii) between spouses as part of a marriage dissolution proceeding; (iv) to an existing spouse or domestic partner of Owner by devise or inheritance following the death of Owner; (v) by Owner into an inter vivos trust in which Owner is the beneficiary; or (vi) refinance of the First Mortgage meeting the requirements of Section 17 of this Agreement; provided, however, that Owner shall provide written notice of all such transfers to City; and Owner shall continue to occupy the Residence as his or her principal place of residence (except where the transfer occurs pursuant to subsection (iii) or (iv) above, in which event the transferee shall owner-occupy the Residence and affirmatively assume Owner's obligations under this Agreement and the City Note.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as, _____, Livermore, California, (the "Residence"), which is more fully described in Exhibit A attached hereto and

incorporated by reference.

3. TERM OF AGREEMENT

The term of this Agreement shall commence as of the date of this Agreement and shall expire on that date fifty-five (55) years from the date of this Agreement (the "Term").

4. OWNER CERTIFICATIONS; OWNER OCCUPANCY MONITORING

The Owner certifies that all financial and other information provided in order to qualify to purchase the Residence is true and correct as of the date first written above.

The Owner further covenants and agrees to occupy the Residence as Owner's primary residence for the duration of Owner's ownership and shall not rent or lease the property or portion thereof during the Term of this Agreement without prior written approval of City. The Owner shall be considered as occupying the Residence if the Owner is living in the Residence for at least ten months out of each calendar year. The City may grant a temporary waiver of this occupancy requirement for good cause in its sole discretion. Without limiting the generality of the foregoing, any absence from the Residence by Owner for a period 60 days or more days shall be deemed an abandonment of the Residence as the primary residence of Owner in violation of the conditions of this Section 4. On or before May 1 of each calendar year, the Owner shall provide an annual written certification to the City, in the form shown in Exhibit C, that the Owner is occupying the Residence as Owner's principal place of residence, and that Owner is not renting the Residence, or any portion thereof, to another party. Owner shall comply with all applicable laws relating to the use and maintenance of the Residence, including but not limited to the City of Livermore Municipal Code, City of Livermore Planning and Zoning Code, and all other local, state and federal laws.

5. NO CRIMINAL ACTIVITY

Owner agrees that no resident residing on the Property, their guests or persons under their control shall permit, engage in, or facilitate criminal activity on the Property, in any building on the Property, or in the streets bordering the Property. This includes, without limitation the foregoing: (i) the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802); (ii) the unlawful discharge of firearms; and (iii) all acts or threats of violence, harming, or intending to harm a person or

property.

6. NO RENTING OR LEASING OF HOME

The Owner shall not rent or lease the Residence, or any portion thereof, to another party, unless such rental or lease is first approved in writing by the City. The City shall approve the renting or leasing of the Residence only if *all* of the following conditions are met: (1) the term of the rental or lease is not greater than twelve (12) months and cannot be extended without City approval; (2) the Owner demonstrates to the City's reasonable satisfaction that the Owner will incur substantial hardship, that would at the City's discretion not otherwise be remedied through the sale of the property, if he or she is not permitted to rent or lease the Residence to a third party; (3) the tenant qualifies as an Income Eligible Household, as certified to the City, and (4) the rent for the Residence does not exceed the Affordable Rent. Any rental or lease of the Residence in violation of this Agreement is prohibited, and shall be a default under this Agreement and the City Deed of Trust. The Owner further agrees that, in the event the Owner rents or leases the Residence to a third party in violation of this Section 6, any Excess Rental Proceeds paid to the Owner by the lessee over the Affordable Rent shall be due and payable to the City immediately upon receipt thereof by the Owner. Owner agrees that the collection of rents shall be monitored and administered through an independent, licensed property manager who shall be pre-approved by the City. Such Excess Rental Proceeds shall be considered a recourse debt of the Owner to the City, as evidenced by the Note, which the City may collect by legal action against the Owner, including by foreclosure under the City Deed of Trust. The Owner hereby agrees that City shall not be responsible for any relocation, eviction, legal or moving expenses if the lessee is required to vacate the premises.

7. MAINTENANCE AND INSURANCE REQUIREMENTS

A. Maintenance. The Owner shall maintain the Residence, including landscaping, in good repair and in a neat, clean and orderly condition (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner will not permit deterioration of the Residence, and shall make all repairs and replacements necessary to keep the Residence in good condition and repair. Failure by the Owner to maintain the Residence shall constitute a default under this Agreement for which

the City may exercise the City Option to purchase the Residence pursuant to Section 15 below. In case of default, funds to clean-up or repair damage to the property shall come from the Owner.

B. Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Residence (adjusted every five (5) years by appraisal, if requested by City), naming the City as an additional insured. Additional insurance requirements are set forth in Section 2 of the City Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon request of the City.

8. SALE AND TRANSFER RESTRICTIONS

A. Prohibition on Transfer. Any Transfer without satisfaction of the provisions of this Agreement is prohibited and shall constitute a default by Owner for which the City may exercise the City Option pursuant to Section 15 below.

B. Inheritance. In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Residence shall provide written notice to the City of the Owner's death within thirty (30) days of the date of death and the following procedures shall apply:

1. If the person inheriting the Residence (the "Inheriting Owner") is a qualified inheritor under the City's definition of eligible parties not subject to Transfer (an "Inheriting Party"), that person shall provide the City documentation of his or her qualifications as an Inheriting Party, to be verified by the City. If the Inheriting Party fails to provide required documentation demonstrating the his or her relationship to the Owner within 60 days of the date of the Owner's death, the party shall be deemed not to qualify as an Inheriting Party. The Inheriting Party shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust and shall execute an assumption agreement containing the terms of the Agreement, City Note and Deed of Trust between the Inheriting Owner and the City and recorded against the Residence.

2. If the Inheriting Owner is not a qualified Inheriting Party, he or she shall Transfer the Residence to an Eligible Purchaser at a price not exceeding the Affordable Purchase Price, pursuant to the procedures set forth in Sections 9 through 14 below and the City may exercise the City Option pursuant to Section 15 below. Prior to initiating a Transfer pursuant to this section, the Inheriting Owner shall provide the City with an Owner's

Notice of Intent to Sell within sixty (60) days of the date of death of the Owner.

3. Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 8 shall constitute a Default under this Agreement and the City may then exercise any of the remedies set forth in Section 18 below, including, without limitation, exercise of the City Option upon Default.

9. NOTICE OF INTENDED TRANSFER

In the event the Owner intends to Transfer or vacate the Residence, the Owner shall promptly notify the City in writing of such intent. The written notice shall be given in accordance with Section 26 of this Agreement at least one hundred twenty (120) days prior to the actual date of the Transfer or vacation of the Residence, or such other time period as may be mutually agreed upon by the Owner and the City. Said notice from the Owner shall be sent by certified mail, return receipt requested. Following receipt of such notice, the City may notify the Owner within thirty (30) days regarding exercise of the City Option. If the City chooses not to exercise the City Option, City will notify prospective Eligible Purchasers of the Residence that the Residence is available for purchase and shall further provide a Response Notice to Owner that will include the following information: (1) the maximum qualifying income for an Eligible Purchaser; (2) the certifications required of an Eligible Purchaser; and (3) the Sales Price the Owner may receive for the Residence, calculated by the City pursuant to Section 14 below. The Owner may receive referrals for Eligible Purchasers by the City and or its approved homeownership counseling provider for a reasonable administrative fee.

10. REPAYMENT OF CITY NOTE UPON TRANSFER BY OWNER

If a Transfer of the Residence occurs to other than an Eligible Purchaser, the Owner shall pay all amounts due under the City Note (Exhibit B). Thereafter, this Agreement shall terminate and have no further effect.

11. ASSUMPTION OF THE CITY NOTE

If the Owner transfers the Residence to an Eligible Purchaser in a transaction that meets the Eligible Transfer requirements of Section 13 of this Agreement, the City will allow the Eligible Purchaser to assume the obligations under the City Note and the City Deed of Trust, subject to the Eligible Purchaser executing a new promissory note in the amount of

the difference between the Fair Market Value and the Affordable Sales Price at the time of Transfer and a new deed of trust in favor of the City and a new resale restriction agreement. Upon the approval of an Eligible Purchaser's assumption of the Owner's obligations under the City Note and the City Deed of Trust and the execution of a new promissory note, deed of trust and resale restriction agreement by the Eligible Purchaser, the City shall release the Owner from any obligations under this Agreement, the City Note, and City Deed of Trust. The Eligible Purchaser's assumption of the Owner's obligations under the City Note and City Deed of Trust shall be credited by Owner to the Eligible Purchaser as a partial payment of the purchase price for the Residence in the amount of the City Note.

12. TRANSFER BY OWNER

The Owner may sell the Residence to a person of the Owner's choosing (the "Proposed Purchaser") on the terms set forth in this Section.

A. Transfer to Ineligible Purchasers. If the Owner Transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 13 below, the Owner shall first pay (i) all of the principal and interest due to the First Lender, and (ii) all principal and amounts owed on the City Note. Thereafter this Agreement shall terminate and have no further effect.

B. Transfer to Eligible Purchaser. If the Owner Transfers the Residence in a transaction that meets the Eligible Transfer requirements of Section 13 below, the City shall allow the obligations under the City Note to be assumed by the Eligible Purchaser pursuant to Section 13. A. (5) and (6) of this Agreement. The maximum amount that the Owner may receive for the Transfer after the payment of customary and reasonable closing costs for the sale of the Residence shall be lesser of: 1) the Fair Market Value of the Residence; or 2) the Affordable Purchase Price in effect at the date of sale as established by Council, subject to any adjustments due to Advances by the City or as described further in Section 14.

13. ELIGIBLE TRANSFER

A transfer that meets the requirements set forth in this Section shall qualify as an approved Transfer to an Eligible Purchaser ("Eligible Transfer").

A. Disclosures and Submittals. The Owner and the Proposed Purchaser shall provide the following information to City:

1. The name, address and telephone number in writing of the Proposed Purchaser.

2. A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. The financial information shall be used by the City to determine the income eligibility and credit worthiness of the Proposed Purchaser.

3. The proposed sales contract and all other related documents, which shall set forth the terms of the sale of the Residence, including the following terms:

   a. The sales price, setting out the amount of the first loan and the amount of the City Note which is to be assumed; and

   b. The price to be paid by the Proposed Purchaser for the Owner's personal property, if any, and for the services of the owner, if any.

4. A written certification, from the Owner and the Proposed Purchaser, in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from Proposed Purchaser or any other party, money or other consideration in addition to what is set forth in the sales contract and documents submitted to the City, including personal property. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void, notwithstanding the fact that the sale may have closed and become final as between the Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and/or the Proposed Purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold the City harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement. An executed resale restriction agreement by the Proposed Purchaser with substantially the same provisions as this Agreement and subject to City approval. The recordation of the resale restriction agreement shall be a condition of the City's approval of the proposed sale. The City may require the Proposed Purchaser to pay a reasonable fee to the City and reimburse it for out of pocket costs to cover the costs of administering its rights and obligations under this Agreement.

5. An executed deed of trust and a promissory note from the Proposed Purchaser

in favor of the City except that the principal amount of the new promissory note shall equal the difference between the Fair Market Value and the Affordable Purchase Price at the time of Transfer. The new promissory note shall be subject to the Affordable Homeownership Program terms at the time of Transfer.

6. Upon the close of the proposed sale, certified copies of the recorded deed of trust, a copy of the recorded resale restriction agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other document which the City may reasonably request.

B. Eligibility Of Purchaser. A purchaser who meets the following requirements shall be an Eligible Purchaser ("Eligible Purchaser"):

1. Each purchaser shall certify that he or she will occupy the Residence as his or her principal residence. The Residence shall be considered the principal residence of the purchaser if the purchaser lives in the Residence for at least ten (10) months out of each calendar year.

2. The combined income for all household members of the purchaser does not exceed One Hundred Twenty percent (120%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development.

14. DETERMINATION OF SALES PRICE

A. To Eligible Purchaser. The maximum sales price (the "Sales Price") that the Owner may charge for a Transfer of the Residence to an Eligible Purchaser shall be lesser of: (i) the Fair Market Value of the Residence; or (ii) the Affordable Purchase Price, plus the amount of the Excess Sales Proceeds. In the event that the sum of the Affordable Purchase Price plus the amount of the Excess Sales Proceeds under the City Note exceeds the Fair Market Value of the Residence, the amount of the City Note shall be reduced until the sum of the Affordable Purchase Price plus the amount of the City Note equals the Fair Market Value. No adjustments to the Affordable Purchase Price shall be made for any improvements or upgrades to the unit.

B. Adjustments to Owner's Net Proceeds Sales Price. The owner's net proceeds may be decrease by the amount necessary to repair damage to the Residence, if any, and to place the Residence into saleable condition as reasonably determined by the City

including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and window coverings; making necessary structural, mechanical, electrical and plumbing repairs; addressing damage noted in the pest report, and repairing or replacing built-in appliances and fixtures. Owner hereby covenants to, at Owner's expense, maintain the Residence in the same condition as in existence on the date of City's Notice of Exercise, reasonable wear and tear excepted to cover any advances made by the City.

C. To Ineligible Purchaser. The sales price that the owner may charge for a Transfer of the Residence to an Ineligible Purchaser shall be reached by mutual consent between the owner and buyer of the residence. If the residence is sold to an ineligible purchaser the owner will be subject to conditions set forth in Section 12. A. of this Agreement.

D. Payment to City of Excess Sales Proceeds. If the Owner Transfers the Residence at an unrestricted price pursuant to this Section 14, or if the Owner makes a Transfer in violation of this Agreement, the Owner shall pay the principal balance of the City Note plus any Excess Sales Proceeds to the City.

15. OPTION TO PURCHASE

A. City Option to Purchase. Owner hereby grants to the City an option to purchase all of Owner's right, title and interest in and to the Residence ("City Option") upon the occurrence of an Option Event as defined in Section 15. C. below, subject to the terms and conditions contained herein.

B. Assignment of the City Option. The City may assign the City Option to another government entity, a nonprofit affordable housing or service provider, or a person or family that qualifies as an Eligible Purchaser. The City's assignment of the City Option shall not extend any time limits contained herein with respect to the exercise period of the City Option or the period within which the Residence must be purchased.

C. Events Giving Rise to Right to Exercise Option. The City shall have the right to exercise the City Option upon the occurrence of any of the following events (each an "Option Event"):

1. Receipt of a Notice of Intent to Transfer (as defined in Section 9);
2. Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Residence or of any estate or interest therein,

except as defined as Events not constituting a Transfer in Section 1.M.;

3. Any actual, attempted or pending encumbrance of the Residence, including without limitation by way of mortgage or deed of trust, or by judgment, mechanics, tax or other lien, except as provided in Section 17 below;
4. Recordation of a notice of default and/or notice of sale pursuant to California Civil code section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Residence;
5. Commencement of a judicial foreclosure proceeding regarding the Residence;
6. Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or
7. Any violation by Owner of any provision of this Agreement including, without limitation, the conditions set forth in Sections 4, 5, 6, and 7 above.

16. FAIR MARKET VALUE

If it is necessary to determine the Fair Market Value of the Residence, the Fair Market Value shall be determined by a real estate appraiser approved by the Owner and the City. The cost of the Appraisal shall be borne equally by the Owner and the City. Nothing in this section shall preclude the Owner and the City from establishing the fair market value of the Residence by mutual agreement in lieu of an appraisal pursuant to this section.

17. REFINANCING OF THE RESIDENCE

If authorized by a First Lender, Owner may refinance the First Lender's loan provided the loan amount of such refinancing does not exceed the then outstanding balance of the First Lender's loan plus 2% non-recurring closing costs. However, Owner may not refinance a First Lender's loan with a loan that contains any provisions for negative amortization or balloon payments. Upon Owner's request, the City shall subordinate the City Deed of Trust to a deed of trust or mortgage made by or held by an institutional lender or investor which is given in connection with any refinancing of the First Lender's Loan which meets the criteria set out in this Section 17 of this Agreement.

18. DEFAULTS AND REMEDIES / DEFAULT BY OWNER

Upon a violation of any of the provisions of this Agreement by the Owner, the City shall give written notice to the owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of the City within thirty (30) days after the date the notice is mailed, or within such further time as the City determines is necessary to correct the violation, the City may declare a default under this Agreement. Upon the declaration of a default or if the Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, the City may: (a) declare all amounts due under the City Note immediately due and payable without further demand and may invoke the Power of Sale under the Deed of Trust; and/or (b) exercise the City Option; and/or (c) apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that a transfer in violation of this Agreement is void, or for any such other relief at law or in equity as may be appropriate.

19. NOTICE OF DEFAULT AND FORECLOSURE

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the City in the Office of the Recorder of Alameda County for the benefit of the City. The City may declare a default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Section 15 of this Agreement.

In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

If the City failed to file the request for notice of default, the City Option shall commence from the date the notice of default is given by the City to the Owner.

20. BINDING EFFECT

This Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors, until the earlier of (a) the date the City Note is repaid, or (b) the date of

a Transfer of the Residence to an Eligible Purchaser in accordance with Section 12. B. above, or (c) at least 55 years from the date of this Agreement.

21. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the owner, the City and their respective successors.

22. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS

Notwithstanding any other provision hereof, this Agreement shall not diminish or affect the rights of a First Lender under the First Lender's Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Residence and the provisions of this Agreement shall be subordinate to the lien of a First Lender Deed of Trust and shall not impair the rights of a First Lender, or such lender's assignee or successor-in-interest (including but not limited to the United States Department of Housing and Urban Development (HUD), Federal National Mortgage Association (FNMA), or the Veterans Administration, if applicable), to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under a First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the Residence or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Residence pursuant to a deed or assignment in lieu of foreclosure this Agreement shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust, which requirement shall be satisfied by recordation of a notice of default under California Civil Code Section 2924, and (ii) the City shall not have cured the default under the First Lender Deed of Trust within ninety (90) days of such notice.

23. AMENDMENTS AND MODIFICATIONS

This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or

termination is sought.

24. SEVERABILITY

If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

25. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California.

26. NOTICES

Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To the Owner:

To the City: City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

27. INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid speculation on the Residence and to insure to the extent possible that its sales price and mortgage payment remain affordable to persons and families of low income.

28. EXHIBITS

Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

CITY OF LIVERMORE:

By:_____
Marc Roberts, City Manager

OWNER:

_____

Approved as to form:

_____
Name:
Title: (Deputy/Assistant/Senior Assistant) City Attorney for City of Livermore

CO-OWNER:

_____

Exhibits

A Residence Description
B City Note
C Sample Owner Occupancy Certification Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certification is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
}
County of Alameda }

On _____, before me, Rebecca Cox, Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

EXHIBIT 'A'

Legal Description

EXHIBIT 'B'

Promissory Note

NOTICE TO BORROWER: **Loan No.**

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALES AND ASSUMPTIONS

PROMISSORY NOTE

Secured by a Deed of Trust

$ Dated:

Livermore, California

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the City of Livermore, a municipal corporation (the "City") at 1052 South Livermore Ave., Livermore, California, or such other place as the City may designate in writing, the principal sum of $ plus any amounts due the City as Excess Sales Proceeds.

1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Resale Restriction Agreement, executed by the parties and of even date herewith.

2. Purpose of City Note. Borrower is purchasing the Residence pursuant to the City's Affordable Homeownership Program, which makes homes available at a price affordable to low or moderate income households. Pursuant to the City's Affordable Housing Ordinance, Livermore Development Code Section 10.06.050, the purchase price of the Residence is substantially below the market value to ensure the Residence will be affordable for purchase by low or moderate income households. Because the purchase price has been set below the market value, the Borrower is required and has agreed to execute a Resale Restriction Agreement that restricts the price of the Residence upon resale and requires the Borrower to pay any Excess Sales Proceeds to City upon resale . In addition, the Resale Restriction Agreement prohibits the renting or leasing of the Residence except with prior written approval of the City.

3. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the principal amount of Dollars ($) plus Excess Sales Proceeds for the repayment of the financial assistance provided to the Borrower by the City in connection with the purchase of the Residence as defined in Paragraph 4, below.

4. Security. This Note is secured by a Deed of Trust (the "Deed of Trust") dated the same date as this Note recorded against the property located at , Livermore, California (the "Residence").

5. Repayment. The total amount of the principal and any Excess Sales Proceeds owed under this Note shall immediately become due and payable (i) in the event of an uncured default by Borrower under this Note, the Deed of Trust, or the Resale Restriction Agreement between the City and Borrower, or (ii) on the date a Transfer is made to other than an Eligible Purchaser whether voluntarily, involuntarily, or by operation of law and whether by deed, contract of sale, gift, devise, bequest or otherwise

There shall be no payments due on amounts owed under this Note so long as the Borrower owns the Residence and is not in violation of any provisions of this Note, the Resale Restriction Agreement, or the Deed of Trust. This Note is due and payable upon sale or transfer of title.

At the request of the Borrower, the City shall relieve Borrower of all obligations under this Note, provided that the Residence is sold to an Eligible Purchaser pursuant to the Resale Restriction Agreement, and the Eligible Purchaser executes a new resale restriction agreement, deed of trust, and a new promissory note pursuant to provisions of the Resale Restriction Agreement.

The City shall forgive the principal due under this Note at the time of a Transfer or repayment of this Note to the extent necessary to ensure that the Borrower's obligations to repay the principal due on this Note and on all promissory notes secured by deeds of trust superior to the Deed of Trust do not exceed the Fair Market Value of the Residence.

6. Assumption of Note is Restricted. Borrower acknowledges that this Note is given in connection with the purchase of the Residence as part of a program of the City to assist in the purchase of homes by low or moderate-income persons. Consequently, this Note is not automatically assumable, but is subject to Section 711.5 of the California Civil Code, which allows the City to accelerate all amounts due under this Note if any subsequent sale or transfer of the Residence of any kind does not comply with the provisions of the Resale Restriction Agreement executed between the Borrower and the City and dated the same date as this Note.

7. Prepayments. Borrower may prepay all or any amount of the principal balance due under this Note.

8. Default and Acceleration. Upon the occurrence of an uncured default under this Note, the Resale Restriction Agreement or the Deed of Trust, the City shall have the right to declare the full amount of the principal along with any Excess Sales Proceeds under this Note immediately due and payable. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Deed of Trust, and the Resale Restriction Agreement. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining principal and interest owed.

9. No Offset. Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

10. Waiver; Attorneys' Fees. Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. No Waiver by the City. No waiver of any breach, default or failure of condition under the terms of this Note shall be implied from any failure of the City to take, or any delay by the City in taking, action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note must be made in writing and shall be limited to the express written terms of such waiver.

13. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

14. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

15. Non-recourse; Assignment by City. This Note constitutes a portion of the unpaid balance of the purchase price of the Residence. Borrower shall have no personal liability for any deficiency on this Note and the only remedy available to the City or any holder in due course shall be foreclosure pursuant to law as provided in the Deed of Trust. The City may assign its right to receive the proceeds under this Note to any person and upon notice to Borrower by the City all payments shall be made to the assignee.

DATE: BORROWER:

_____

DATE: CO-BORROWER:

_____

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
City of Livermore
1052 S. Livermore Avenue
Livermore, Ca. 94550-4899

Complimentary Recording Request Pursuant To Government Code Section 27383

Loan No.:

Space Above This Line for Recorder's Use Only

A.P.N.: File No.:

DEED OF TRUST AND ASSIGNMENT OF RENTS
(Short Form)

THIS DEED OF TRUST, made this between

TRUSTOR: whose address is

TRUSTEE:
and BENEFICIARY: City of Livermore, a Municipal Corporation

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Livermore, Alameda County, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The lien of this Deed of Trust is inferior and subordinate to the lien of that certain Trust Deed executed by Trustors named above for the benefit of dated securing an original amount of $, which is recorded concurrently herewith.

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.
FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of $, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured
TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernadino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Venutra	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887						Yuba	334	486

which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

FURTHERMORE, in the event of foreclosure or deed in lieu of foreclosure, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall have no further force or effect. Any person (including successors or assigns thereto) receiving title to the Property through a foreclosure or deed in lieu of foreclosure shall receive title to the Property free and clear from such restrictions.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

•

Signature of Trustor(s)

_____

Dated: _____

_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California }
}ss.
COUNTY OF Alameda }

On _____, before me, , Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)
Signature of Notary Public

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county In California, as stated in the foregoing Deed of Trust and incorporated by reference In said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay Immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee is such reconveyance may be described as "the person or persons legally entitled thereto.· Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them.)

(10) That as additional security, Trustor here6y gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, Issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s) and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and In such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto .. -

(12) Beneficiary, or any successor in ownership of any Indebtedness secured hereby may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its titJe, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust Is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, Including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: , a Corporation, **Trustee**

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

_____

_____

_____

_____

_____

_____

By _____

By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
INDIVIDUAL

EXHIBIT 'C'

LIVERMORE
CALIFORNIA

Annual Compliance Report

Certificate of Owner Occupancy

Due by May 1st Annually

Address: _____ Livermore CA

I/We hereby certify that I/we have continuously occupied the unit located at the above named address as our Primary Residence as defined according to the City's loan documents. I/We understand that failure to occupy the unit as our Primary Residence shall be cause for default under the City's loan agreements.

Signature(s): Date:

_____ _____

_____

☐ Copy of the most current (April) PG&E statement/bill included (first page only).

Changes to phone or email contact? Please update here:

_____

For concerns about providing this information, changes in property owner status or other questions, please contact the City's Housing and Human Services Division at (925)960-4580.

Mail or deliver completed form and documents to:

City of Livermore
Housing and Human Services Division
1052 S. Livermore Avenue
Livermore, CA 94550

Attachment 5

Affordable Homeownership Program Guidelines

(See next page)

Attachment 5 - Affordable Homeownership Progam Guidelines

LIVERMORE
CALIFORNIA

EQUAL HOUSING OPPORTUNITY

Housing and Human Services Division

Affordable Homeownership

Program Guidelines

The City's Affordable Homeownership Program (also referred to as the Inclusionary Housing Program) provides homeownership opportunities to income eligible, first-time homebuyers purchasing Below Market Rate homes (BMR's) in Livermore. The information provided in this document describes Guidelines for households applying for Below Market Rate homes and the applicant selection process. For the purposes of these Guidelines, "Applicant and "Buyer" are used interchangeably. These guidelines shall be updated from time to time and are subject to final interpretation by the City of Livermore Community Development Department, Housing and Human Services Division.

ELIGIBILITY QUALIFICATIONS

First Time Home Buyer

Applicant(s) must be first time homebuyers.

A first-time homebuyer is defined as an individual or household that has not previously owned a home nor had an ownership interest in any improved real property within the last three (3) years.

Citizenship

Applicant must be a U.S. citizen or lawfully permitted for permanent residence.

Income Limits

Applicant(s) must meet the income eligibility limits set by the program in order to qualify for the program. Annual Income Limits adjusted by household size are based on the U.S. Department of Housing and Urban Development (HUD) Area Median Income for the Oakland-Fremont HMFA. Current Income Limits are available on the City's Website, as part of the Application or by contacting the City's Housing & Human Services Division.

Income Determination

Gross Household Income shall mean all income, from whatever source derived, of all adult household members (18 years of age and older) but does not include income from dependents up to age 24 that are full time students whether or not such income is exempt from Federal Income Tax.

All financial accounts from all household members, regardless of age, must be included in the application. Household Income will be based on current income projected out 12 months from the time of application.

Funds in excess of $5,000 will be included when determining household income. In such case, an asset test will be used (excluding the amount to be contributed as the Buyer's Down Payment, and retirement accounts such as 401K and 457K accounts). This income, if any, will be included as part of the household's total income.

Applicants must provide sufficient documentation of income, as outlined in the City's Affordable Homeownership Application, to the City for use in determining the applicant's income level. Final determination of an applicant's income level and program eligibility shall be the sole discretion of the Housing and Human Services Manager.

Federal and state income tax returns or IRS verification of non-filing status report will be required from all adult household members age 18 years and older.

Income shall include the following:

a. Gross amount of wages and salaries before any payroll deductions, including over-time pay, compensation for services, commissions, fees, tips and bonuses;
b. The net income of operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
c. Interest, dividends and royalties;
d. Partnership distributions;
e. Income from an interest in an estate or trust;
f. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pension, disability, or death benefits and other similar types of periodic receipts;
g. Payments in lieu of earnings, such as unemployment and disability compensation (not including temporary disability), workers compensation and severance pay;
h. Public Assistance including but not limited to TANF, SSI, disability income;
i. Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
j. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the household or spouse.
k. Asset income based on the cash value of assets as determined through the asset income test methodology.

Asset Limits

Applicants' total household cash assets may not exceed 25% of the purchase price. The asset limit may be increased, subject to the approval of the Housing and Human Services Manager, for Very Low-Income households if contributed toward the down payment for the purpose of qualifying for a first mortgage or meeting backend debt to income affordability requirements.

In determining whether Household's assets are within the Asset Limits, staff will average each account's balance from the prior six-monthly statements for each monetary asset (bank, credit union, non-retirement investment account statements) to determine current value of each asset. Exclusions include assets in federally approved retirement savings accounts and pensions (IRA's, 401-k's, 403-b's, etc.).

For applicants who are self-employed persons/business owners, cash assets that are part of an active business which the applicant can demonstrate are for the exclusive use/operation of the business, and are not contributed towards the purchase or used to qualify for the purchase, may be excluded from income.

Credit

Applicant(s) must have a minimum 'middle' (3 credit bureau reporting) FICO of 660, have no delinquent accounts, charge-offs with a balance, or collection accounts, and may not have filed bankruptcy within the last three (3) years. A FICO score between 650 and 660 will be considered based on a review of the Applicant's credit history *and* additional down payment contributed by the Applicant(s), subject to the approval of the Housing and Human Services Manager.

A credit report will be required from *all* adult household members (18 years of age and older). The credit requirement for non-applicant household members may be waived at the sole discretion of the Housing and Human Services Manager.

Down Payment

Applicant(s) must provide funds in an amount equal to at least three percent (3%) of the purchase price for use as a down payment (not closing costs). The funds must be deposited with the Applicant's financial institution account for a minimum of three months from date of application. Funds must be deposited into escrow with verification provided to the City prior to execution of loan documents.

Funds from federally approved retirement accounts (i.e., 401K, 457, IRA, etc.) and income tax refunds, are acceptable up to one half (50%) of the required amount of seasoned funds. Verification from retirement account(s) financial institution of allowable withdrawal amount must accompany application.

Closing Costs

In addition to Down Payment, the applicant must have sufficient funds for closings costs, typically 3-5% of the purchase price. These funds do not need to be seasoned and may be gifted funds.

Buyer will be required to pay a document fee of $410, which may be adjusted annually, due to the City of Livermore at the time of escrow closing.

If the Buyer also receives down payment assistance from the City, they will be required to pay any document fee applicable to that loan.

Gifted Funds/Grants

Grants or gifted funds shall not exceed 17% of the purchase price plus closing costs. Gifted funds shall be evidenced by a "gift letter" which must be submitted with the Affordable Homeownership Program Application. Gifted funds will count towards assets. Actual *bona fide* grants include those where no promissory note or deed of trust is executed by the borrower and no repayment is due.

Education/Certification

Applicants must successfully complete a City-approved first-time homebuyer education course providing a HUD-approved curriculum. Applicant must provide a Certificate of Completion prior to final approval.

FIRST MORTGAGE QUALIFICATIONS

The first mortgage obtained for the purchase of the residence must have a term of no more than 30 years, be a fixed interest rate over the life of the loan with no negative amortization, balloon payments, or adjustable-rate features. All First Mortgage loans must be provided by a program-approved lending institution with standard underwriting and loan servicing capabilities. Gifts or loans from individuals, family members, or seller/agent loans, gifts, etc. may not be used in full or part as a substitute for a first mortgage and will be subject to the gifted funds limit. The Housing and Human Services Manager reserves the right to identify additional prohibited loan types.

Combined Loan-to-Value (CLTV) Limits

Combined loan-to-value limits are 97% of the Affordable Sales Price and may be adjusted dependent upon secondary financing for closing costs. Appraised value must be confirmed prior to the City's submittal of documents to escrow through an appraisal report

prepared by a licensed real estate appraiser. The appraisal must have been completed within six months prior to the close of escrow. CLTV limit adjustments are subject to the Housing and Human Services Manager's approval.

Debt-to-Income Ratio (DTI)
Applicant's total "back-end" monthly debt to income ratio may not exceed 40% of the Applicant's total gross monthly income. Back-end debt includes monthly housing payments (principal, interest, taxes, insurance, and HOA) and any other secured and unsecured debt payments (e.g. car loans and credit cards). The City's Housing and Human Services Manager may allow an increase of the back-end ratio to 45% if the Applicant's down payment exceeds three and a half percent (3.5%) and Applicant's FICO score is greater than 720.

Co-signers
Applicant(s) may use a cosigner when qualifying for the first mortgage. However, the cosigners' total household income shall be included as part of the Applicant's total income when determining the Applicant's income eligibility level.

Impound Account
Buyer shall participate in a lender sponsored Impound Account to cover property taxes on the Affordable Unit. The amount of funds required for the Impound Account will be based on the affordable sales price of the Unit at the time of purchase.

Other Down Payment Assistance Loans
The applicant may use other pre-approved down payment assistance loans requiring repayment and secured by a deed of trust against the BMR home, including non-profit or public sector loans, whether deferred or forgivable in full or in part. The total of Borrower's down-payment, gifted funds, and all assistance from secondary financing sources (including MAP funds) may not exceed 22% of the purchase price plus closing costs. Subject to the approval of the Housing and Human Services Manager, this amount may be increased for Very Low to Low-Income households for the purpose of meeting first mortgage affordability requirements previously described.

BMR OWNERSHIP AND OCCUPANCY REQUIREMENTS

Security
As part of the Affordable Homeownership program Buyer(s) shall execute a promissory note secured by a deed of trust in favor of the City for an amount equal to the difference between the Fair Market 'Appraised Value' and the Affordable Sales Price. This loan is referred to as the City's Inclusionary Note ("Note") as attached to the City's Resale

Restriction Agreement (Exhibit A). The loan shall have no payments due as long as the Buyer/Owner is in compliance with the Resale Restriction Agreement. In the case of default or ineligible transfer of the property, the Note shall become due and the City shall recapture a portion of the Excess Sales Proceeds as described in the Resale Restriction Agreement. If the Below Market Rate Unit is resold through the City's Affordable Homeownership Program, obligations under the City's Inclusionary Note will be forgiven and the new eligible buyer will enter into a new Note and Deed of Trust with the City.

Resale Restriction Agreement

Buyer(s) shall execute a Resale Restriction Agreement ("RRA") as shown in Exhibit A which restricts how the buyer can sell the home and sets rules for owner occupancy. Resale restrictions will be in effect for 55 years.

Resale Process

a. Noticing Requirements

Below Market Rate Unit owners that wish to sell their unit must refer to their specific Resale Restriction Agreement to determine their options for resale and contact the City to request an Estimated Payoff Summary which will calculate the owners' estimated net proceeds under the allowed option(s). Should the owner decide to sell the unit through the City's BMR program, owner shall follow the steps outlined in the packet 'Steps for Reselling your BMR Home' (Exhibit B) and submit the 'Notice of Intent to Transfer' form to the City or its designee at least 120 days prior to the desired close of escrow. A resale fee of $4,582, which may be adjusted annually, is due to the City of Livermore upon the close of escrow to help the City recover third-party costs involved in marketing, screening, and selecting a new eligible buyer(s) for the home.

b. Inspection and Repair Policy

Owners who wish to sell their unit through the City's BMR program must comply with the 'Inspection and Repair Policy' (Exhibit B). Termite and roof clearances must be obtained prior to the close of escrow. It is the owner's responsibility to submit to the City and provide the new buyer with a termite and roof clearance along with a home inspection report from a licensed home inspector before the property can be marketed. The City will conduct a final inspection to ensure that the home meets code and habitability standards. If code, building permit, or habitability deficiencies are found by the City, the City may reserve the right to condition loan approval upon remediation and clearance of those deficiencies.

Owner Occupancy

Buyer(s) shall use the home purchased under this program as their primary residence and must live in the unit at least 10 months out of the year and shall certify this owner

occupancy status annually for the City, as seen in Exhibit C of the Resale Restriction Agreement. In addition, the Buyer shall not rent or lease their home or any part thereof in accordance with the conditions of the City's Resale Restriction Agreement.

Taxes and Insurance Monitoring
The City will require an ALTA Title Insurance policy in the amount of the City loan. The City will require a copy of Evidence of Insurance for hazard and or flood insurance policies in an amount at least equal to the replacement value of the improvements and showing the City of Livermore, its successors and assigns as an additional loss payee. The Buyer will be required to pay a one-time tax service fee to the City at the close of escrow

Refinancing and Subordination Requirements
BMR Owners may not refinance to take out equity or appreciation. Refinancing is limited to reduction of interest rates or payments on the property. BMR owners may only refinance up to the amount of the existing first mortgage balance at the time of refinance plus: (i) reasonable closing costs as approved by the Housing and Human Services Manager and (ii) the current balance of existing down payment assistance loans or similar debt as approved by the City which is senior to the City's loan. A refinance fee of $666, which may be adjusted annually, is due to the City of Livermore upon the close of escrow. This fee may be financed as a non-recurring closing cost. Please refer to the "Subordination Terms and Conditions" (Exhibit C).

OTHER REQUIREMENTS

Options – New Construction Units

Options are limited to no more than 5% of the Below Market Sales Price (Total Affordable Sales price will not exceed the Below Market Sales Price plus Options). If options are purchased for new construction units, the cost must be added at the Buyer's expense and must be paid in advance of the close of escrow; there are no refunds for purchased options.

Utilization of the City's mortgage assistance programs is subject to the HHS Manager approval if options such as standard window coverings to meet HOA requirements and energy efficiency or installed lighting upgrades are purchased. Other cosmetic, entertainment related or premium upgrades are not permitted to be purchased in combination with accessing City mortgage assistance funds.

For property assessment purposes, the price of the Affordable Units plus Options shall be the amount reported to the Alameda County Assessor's Office.

Annual Owner Occupancy Monitoring

Borrowers must submit an annual certification and provide documentation to verify the unit remains as the Borrower's primary residence. The City reserves the right to monitor the owner occupancy status of Below Market Units on an annual basis.

APPLICATION & SELECTION PROCESS

a) Online Pre-applications will be sorted by the number of preference points awarded and placed into one of the priority groups as outlined below.

b) Applicants will then be randomly sorted (drawn) through a 'Lottery' style section process within each priority group. Each applicant will be given a number (rank). The Lottery process is open to the public.

c) The City Clerk's Office may certify this process and the rank numbers assigned to each applicant.

d) Applicants will be notified in writing of the results of the selection process within one week of the selection process.

e) In rank order, applicants may be invited to submit a full application. There is a one-time application fee of $128, payable to the City of Livermore, which must be submitted along with the application in order for the application to be considered.

Applicant(s) must submit a complete application to the City's Housing and Human Services Division or their designee during the application period. Incomplete applications are subject to disqualification.

In certain circumstances the City may opt to hold an open application process where applications will be accepted and ranked on a first come – first served basis.

Priority Groups

Applicants will be grouped according to the number of preference points earned from the Preference Categories. The Priority Groups will be established and processed based on the number of preference points (highest to lowest number of points) earned through any combination of Preference Categories.

Preference Categories

A) Teacher (2 preference points)

i) To qualify under this category at least one member of the household must be a credentialed teacher who is employed as a teacher on Full-Time status by the Livermore Valley Joint Unified School District for at least six months.

ii) Applicant shall provide verification of continued employment for one year following date of full application.

iii) Employees excluded from this category are:

(1) Temporary employees.

B) Emergency Responder (2 preference points)

i) To qualify under this category a household must have at least one member who is a full time regular employee of the City of Livermore with one of the following job titles:

(1) Police Officer, Sergeant, Lieutenant, or Community Services Specialist.

(2) Firefighter or Firefighter-Paramedic with the Livermore-Pleasanton Fire Department.

ii) Employees excluded from this category are:

(1) Temporary/Contract employees.

(2) Employees who have received a performance evaluation of 'Unsatisfactory' at their most recent performance review.

C) Resident (2 preference points)

i) To qualify under this category a household must have a primary residence (residential dwelling unit) within the incorporated city limits and have resided at the residence for a minimum of six months prior to the date of application submittal.

D) Work in the City of Livermore (2 preference points)

i) To qualify under this category a member of the household must work as a full-time (minimum of 32 hours per week) permanent employee at a business within the corporate city limits. This may be verified through a City of Livermore business license.

ii) Employees who are employed as contract or temporary employees are not eligible to receive preference points under this category.

iii) Households whose income is based on retirement or disability income must provide documentation showing that this income is based on previous employment within the corporate city limits to receive preference points under this category.

E) Tenant of a Rent Restricted Unit in the City of Livermore (1 preference point)

i) To qualify under this category members of the household must reside in a recognized subsidized rental-housing unit. These units are defined by having deed or regulatory restrictions recorded against the property restricting rents on all or a portion of their units to low income tenants.

(1) Tenants must be a current tenant and be in Good Standing with the property management company of the complex.

(2) Eligible tenants include only those occupying a rent restricted, below market rate unit and who are not in the process of a just cause eviction.

(3) Tenants who occupy a market-rate unit in a rent-restricted complex do not qualify under this category.

ii) Tenants enrolled in the Section 8 Housing Choice Voucher Homeownership Program of the Housing Authority of the City of Livermore are eligible to receive this preference point.

iii) The City of Livermore Housing and Human Services Division maintains a list of rent restricted apartment complexes.

F) U.S. Military Veteran (1 preference point)

i) To qualify under this category, a household must have at least one member who is a Veteran of the U.S. military. The eligibility definition of veteran status shall be according to the military service requirements for the VA home loan guarantee program.

ELIGIBILITY VERIFICATION

At the time of receipt of eligible applications, an initial determination of income eligibility will be made based solely on the information supplied in the application. After the selection process, information on applications will be verified to the extent not already done before the selection process.

a) Fulfilling Program requirements is the sole responsibility of the applicant. Failure to fully satisfy the above program requirements as determined by the City may result in loss of opportunity to purchase a home under this program.

b) Applicant eligibility will be determined by the Housing and Human Services Manager. All determinations are final.

Household Size / Description

A household is defined as all persons who reside in a housing unit. Persons included in the household must be living together in one location for a minimum of six (6) months prior to the initial date of the application. Applicants must demonstrate legal guardianship of all dependents.

Starting at the highest Priority Group, household size will be matched to available units according to the Minimum and Maximum Household Size standards. These standards have been established to maximize occupancy of the affordable units and avoid overcrowded and unsafe conditions.

Number of Bedrooms/Unit	"Minimum Household Size"	"Maximum Household Size"
1 bedroom	1 person	3 persons
2 bedroom	1 person	5 persons
3 bedroom	3 persons	7 persons
4 bedroom	4 persons	9 persons

Disabled Persons

If a wheelchair-accessible unit is offered as one of the affordable units, preference will be given to a household that has at least one member of the household with a documented permanent physical disability that impairs mobility. In some developments, mortgage assistance and/or preference will be given to households with at least one member with a permanent disability. The individual claiming disabled person status must submit verification from a licensed medical doctor of the disability and its effect on the individual's ability to maintain full time employment. Final determination of qualifying disability is the sole discretion of the Housing and Human Services Manager

Appeal

To appeal a disqualification, you must provide a written letter of appeal to the City of Livermore, Housing Programs Manager at 1052 S. Livermore Avenue, Livermore, CA 94550 or via electronic mail to: housing@livermoreca.gov. Include your name, the reason for your appeal and any necessary supporting documentation. Your appeal must be received within five (5) business days from the date of the disqualification letter to be considered. Available units will not be held during the appeal procedure. If a unit is not available at the completion of the appeal procedure and the appeal is granted, the applicant will be put back on the list in its original ranking position.

Withdrawal of Application

If a selected applicant chooses to withdraw from purchasing a home for reasons other than financial, the applicant may not be eligible to participate in this program for a period of two (2) years from the date of withdrawal.

False Statements or Misrepresentations

Any false statement(s), intentional misrepresentation of the facts, or false representations submitted as part of any Program application, occupancy certification, or other Program submittal in order to obtain an eligibility determination or verify Program compliance constitutes grounds for immediate disqualification from the Program. Submittal of intentionally false, misleading or incomplete information in a Program application will result in denial of eligibility to participate in the Program, termination of any real estate purchase documents, and the applicant(s) will be permanently banned from the Program.

Attachments:

Exhibit A: Form of City Resale Restriction Agreement

Exhibit B: Steps for Reselling Your BMR Home

Exhibit C: City Subordination Terms and Conditions

EXHIBIT A

COMPLIMENTARY RECORDING
REQUESTED PURSUANT TO
GOVERNMENT CODE SECTION 27383

When Recorded Mail To:
City Clerk
City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550

RESALE RESTRICTION AGREEMENT

Owner: _____

Residence: _____
Livermore, CA 94551

This Resale Restriction Agreement (the "Agreement") is entered into as of this _____ day of _____, 2020 by and between the City of Livermore, a municipal corporation (the "City") and _____(the "Owner").

RECITALS

A. There is currently a shortage of single family housing in the City of Livermore that is affordable to low income households, causing many low and moderate income households to be unable to purchase single family homes.

B. To assist low and moderate income households in purchasing single family homes, the City has granted developers certain regulatory concessions and in return developers have agreed to cooperate with the City in developing affordable single family homes.

C. In order to further its plan to assist in the purchase of homes by low and moderate income households, the City has developed a secondary financing program designed to assist qualified purchasers to purchase single family homes while preventing unfair windfall profits to the purchasers (the "Affordable Homeownership Program").

D. Without the City's Inclusionary housing requirements, which require the developers to build homes at an affordable price, the Owner would not have had the opportunity to purchase a single-family residence.

E. The City's secondary financing represents the value that the owner has received as a result of the City's Inclusionary requirements.

F. The Owner desires to purchase an affordable single-family home and to participate in the Affordable Homeownership Program.

G. The Owner has qualified for City financing with a combined household income which does not exceed the lesser of (1) Eighty percent (80%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development, or (2) the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, adjusted for actual household size, as published by the California Department of Housing and Community Development.

H. The City wishes to establish resale controls to protect its financial interest in the Residence and to provide for the continued availability of affordable housing.

I. In order to protect its financial interest and its program of providing housing for low income households, the City has required the Owner to execute, in addition to this Agreement, a promissory note in favor of the City (the "City Note").

J. This Agreement and the City Note shall be secured by a deed of trust in a lesser lien position (the "City Deed of Trust") subordinate to the lien of that deed of trust executed by the Owner in favor of the First Lender.

K. The purpose of this Agreement is to place resale controls on the Residence and establish eligibility requirements for subsequent purchasers.

L. The City intends to apply the production of this Residence, to the extent permitted by law, toward the satisfaction of the requirements of Health and Safety Code Section 33413(b)(2).

AGREEMENT

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City, the Owner and the City agree, as follows:

1. DEFINITIONS

The following terms are specially defined for this Agreement:

A. "Affordable Purchase Price" shall mean the maximum purchase price for Low Income (80% AMI) housing, adjusted for number of bedrooms, as adopted annually by the City Council of the City.

B. "Affordable Rent" shall mean the lesser of the actual housing costs (including mortgage, homeowners' insurance, hazard and flood insurance, homeowners' association dues) or City affordable rental maximum plus reasonable and customary property management services fee.

C. "City Option" shall mean the City's option to purchase Residence as defined in Section 15.A.

D. "Excess Rental Proceeds" shall mean all rental proceeds collected by the Owner that exceed the Affordable Rent.

E. "Excess Sales Proceeds" shall mean the portion of the gross sales proceeds received by the Owner from a subsequent purchaser, which exceeded the Affordable Sales Price for the Residence that is due to the City. The amount of Excess Sales Proceeds due to the City shall be no greater than the equivalent amount of 3% compounded annual interest on the principal amount of the City Note for a maximum of twenty (20) years. The actual amount of excess sales proceeds due to the City shall be calculated according to the number of years outstanding on the City's Note.

F. "Fair Market Value" shall be determined by an appraisal of the Residence performed as provided in the Resale Restriction Agreement. Nothing in this subparagraph shall preclude the Owner and the City from establishing the Fair Market Value of the Residence by mutual agreement in lieu of an appraisal.

G. "First Lender" shall mean .

H. "First Lender Deed of Trust" shall mean the deed of trust from Owner to .

I. "First Lender's Loan" shall mean the loan to Owner made by and any loan to Owner in the name of or held by CalHFA.

J. "Median Income" shall mean the median annual income, adjusted for household size, for a household in Alameda County as published by the California Department of Housing and Community Development.

K. "Proposed Purchaser" shall mean the potential home buyer proposed by the Owner to purchase the Residence from the Owner.

L. "Sales Price" shall mean the maximum sales price that the Owner may receive for any Transfer of the Residence to an eligible Purchaser, as calculated in accordance with Section 14 below.

M. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, (other than as may be permitted in Section 8 of the Resale Restriction Agreement) or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title, or deed of trust.

A Transfer shall not include a transfer by gift, devise or inheritance: (i) to an existing spouse, domestic partner, surviving joint tenant, or child; (ii) by an Owner to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Residence; (iii) between spouses as part of a marriage dissolution proceeding; (iv) to an existing spouse or domestic partner of Owner by devise or inheritance following the death of Owner; (v) by Owner into an inter vivos trust in which Owner is the beneficiary; or (vi) refinance of the First Mortgage meeting the requirements of Section 17 of this Agreement; provided, however, that Owner shall provide written notice of all such transfers to City; and Owner shall continue to occupy the Residence as his or her principal place of residence (except where the transfer occurs pursuant to subsection (iii) or (iv) above, in which event the transferee shall owner-occupy the Residence and affirmatively assume Owner's obligations under this Agreement and the City Note.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as, ___, Livermore, California, (the "Residence"), which is more fully described in Exhibit A attached hereto and incorporated by reference.

3. TERM OF AGREEMENT

The term of this Agreement shall commence as of the date of this Agreement and shall expire on that date fifty-five (55) years from the date of this Agreement (the "Term").

4. OWNER CERTIFICATIONS; OWNER OCCUPANCY MONITORING

The Owner certifies that all financial and other information provided in order to qualify to purchase the Residence is true and correct as of the date first written above.

The Owner further covenants and agrees to occupy the Residence as Owner's primary residence for the duration of Owner's ownership and shall not rent or lease the property or portion thereof during the Term of this Agreement without prior written approval of City. The Owner shall be considered as occupying the Residence if the Owner is living in the Residence for at least ten months out of each calendar year. The City may grant a temporary waiver of this occupancy requirement for good cause in its sole discretion. Without limiting the generality of the foregoing, any absence from the Residence by Owner for a period 60 days or more days shall be deemed an abandonment of the Residence as the primary residence of Owner in violation of the conditions of this Section 4. On or before May 1 of each calendar year, the Owner shall provide an annual written certification to the City, in the form shown in Exhibit C, that the Owner is occupying the Residence as Owner's principal place of residence, and that Owner is not renting the Residence, or any portion thereof, to another party. Owner shall comply with all applicable laws relating to the use and maintenance of the Residence, including but not limited to the City of Livermore Municipal Code, City of Livermore Planning and Zoning Code, and all other local, state and federal laws.

5. NO CRIMINAL ACTIVITY

Owner agrees that no resident residing on the Property, their guests or persons under their control shall permit, engage in, or facilitate criminal activity on the Property, in

any building on the Property, or in the streets bordering the Property. This includes, without limitation the foregoing: (i) the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802); (ii) the unlawful discharge of firearms; and (iii) all acts or threats of violence, harming, or intending to harm a person or property.

6. NO RENTING OR LEASING OF HOME

The Owner shall not rent or lease the Residence, or any portion thereof, to another party, unless such rental or lease is first approved in writing by the City. The City shall approve the renting or leasing of the Residence only if *all* of the following conditions are met: (1) the term of the rental or lease is not greater than twelve (12) months and cannot be extended without City approval; (2) the Owner demonstrates to the City's reasonable satisfaction that the Owner will incur substantial hardship, that would at the City's discretion not otherwise be remedied through the sale of the property, if he or she is not permitted to rent or lease the Residence to a third party; (3) the tenant qualifies as an Income Eligible Household, as certified to the City, and (4) the rent for the Residence does not exceed the Affordable Rent. Any rental or lease of the Residence in violation of this Agreement is prohibited, and shall be a default under this Agreement and the City Deed of Trust. The Owner further agrees that, in the event the Owner rents or leases the Residence to a third party in violation of this Section 6, any Excess Rental Proceeds paid to the Owner by the lessee over the Affordable Rent shall be due and payable to the City immediately upon receipt thereof by the Owner. Owner agrees that the collection of rents shall be monitored and administered through an independent, licensed property manager who shall be pre-approved by the City. Such Excess Rental Proceeds shall be considered a recourse debt of the Owner to the City, as evidenced by the Note, which the City may collect by legal action against the Owner, including by foreclosure under the City Deed of Trust. The Owner hereby agrees that City shall not be responsible for any relocation, eviction, legal or moving expenses if the lessee is required to vacate the premises.

7. MAINTENANCE AND INSURANCE REQUIREMENTS

A. Maintenance. The Owner shall maintain the Residence, including landscaping, in good repair and in a neat, clean and orderly condition (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and

regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner will not permit deterioration of the Residence, and shall make all repairs and replacements necessary to keep the Residence in good condition and repair. Failure by the Owner to maintain the Residence shall constitute a default under this Agreement for which the City may exercise the City Option to purchase the Residence pursuant to Section 15 below. In case of default, funds to clean-up or repair damage to the property shall come from the Owner.

B. Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Residence (adjusted every five (5) years by appraisal, if requested by City), naming the City as an additional insured. Additional insurance requirements are set forth in Section 2 of the City Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon request of the City.

8. SALE AND TRANSFER RESTRICTIONS

A. Prohibition on Transfer. Any Transfer without satisfaction of the provisions of this Agreement is prohibited and shall constitute a default by Owner for which the City may exercise the City Option pursuant to Section 15 below.

B. Inheritance. In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Residence shall provide written notice to the City of the Owner's death within thirty (30) days of the date of death and the following procedures shall apply:

1. If the person inheriting the Residence (the "Inheriting Owner") is a qualified inheritor under the City's definition of eligible parties not subject to Transfer (an "Inheriting Party"), that person shall provide the City documentation of his or her qualifications as an Inheriting Party, to be verified by the City. If the Inheriting Party fails to provide required documentation demonstrating the his or her relationship to the Owner within 60 days of the date of the Owner's death, the party shall be deemed not to qualify as an Inheriting Party. The Inheriting Party shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust and shall execute an assumption agreement containing the terms of the Agreement, City Note and Deed of Trust between the Inheriting Owner and the City and recorded against the Residence.

2. If the Inheriting Owner is not a qualified Inheriting Party, he or she shall Transfer the Residence to an Eligible Purchaser at a price not exceeding the Affordable Purchase Price, pursuant to the procedures set forth in Sections 9 through 14 below and the City may exercise the City Option pursuant to Section 15 below. Prior to initiating a Transfer pursuant to this section, the Inheriting Owner shall provide the City with an Owner's Notice of Intent to Sell within sixty (60) days of the date of death of the Owner.

3. Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 8 shall constitute a Default under this Agreement and the City may then exercise any of the remedies set forth in Section 18 below, including, without limitation, exercise of the City Option upon Default.

9. NOTICE OF INTENDED TRANSFER

In the event the Owner intends to Transfer or vacate the Residence, the Owner shall promptly notify the City in writing of such intent. The written notice shall be given in accordance with Section 26 of this Agreement at least one hundred twenty (120) days prior to the actual date of the Transfer or vacation of the Residence, or such other time period as may be mutually agreed upon by the Owner and the City. Said notice from the Owner shall be sent by certified mail, return receipt requested. Following receipt of such notice, the City may notify the Owner within thirty (30) days regarding exercise of the City Option. If the City chooses not to exercise the City Option, City will notify prospective Eligible Purchasers of the Residence that the Residence is available for purchase and shall further provide a Response Notice to Owner that will include the following information: (1) the maximum qualifying income for an Eligible Purchaser; (2) the certifications required of an Eligible Purchaser; and (3) the Sales Price the Owner may receive for the Residence, calculated by the City pursuant to Section 14 below. The Owner may receive referrals for Eligible Purchasers by the City and or its approved homeownership counseling provider for a reasonable administrative fee.

10. REPAYMENT OF CITY NOTE UPON TRANSFER BY OWNER

If a Transfer of the Residence occurs to other than an Eligible Purchaser, the Owner shall pay all amounts due under the City Note (Exhibit B). Thereafter, this Agreement shall terminate and have no further effect.

11. ASSUMPTION OF THE CITY NOTE

If the Owner transfers the Residence to an Eligible Purchaser in a transaction that meets the Eligible Transfer requirements of Section 13 of this Agreement, the City will allow the Eligible Purchaser to assume the obligations under the City Note and the City Deed of Trust, subject to the Eligible Purchaser executing a new promissory note in the amount of the difference between the Fair Market Value and the Affordable Sales Price at the time of Transfer and a new deed of trust in favor of the City and a new resale restriction agreement. Upon the approval of an Eligible Purchaser's assumption of the Owner's obligations under the City Note and the City Deed of Trust and the execution of a new promissory note, deed of trust and resale restriction agreement by the Eligible Purchaser, the City shall release the Owner from any obligations under this Agreement, the City Note, and City Deed of Trust. The Eligible Purchaser's assumption of the Owner's obligations under the City Note and City Deed of Trust shall be credited by Owner to the Eligible Purchaser as a partial payment of the purchase price for the Residence in the amount of the City Note.

12. TRANSFER BY OWNER

The Owner may sell the Residence to a person of the Owner's choosing (the "Proposed Purchaser") on the terms set forth in this Section.

A. Transfer to Ineligible Purchasers. If the Owner Transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 13 below, the Owner shall first pay (i) all of the principal and interest due to the First Lender, and (ii) all principal and amounts owed on the City Note. Thereafter this Agreement shall terminate and have no further effect.

B. Transfer to Eligible Purchaser. If the Owner Transfers the Residence in a transaction that meets the Eligible Transfer requirements of Section 13 below, the City shall allow the obligations under the City Note to be assumed by the Eligible Purchaser pursuant to Section 13. A. (5) and (6) of this Agreement. The maximum amount that the Owner may receive for the Transfer after the payment of customary and reasonable closing costs for the sale of the Residence shall be lesser of: 1) the Fair Market Value of the Residence; or 2) the Affordable Purchase Price in effect at the date of sale as established by Council, subject to any adjustments due to Advances by the City or as described further in Section 14.

13. ELIGIBLE TRANSFER

A transfer that meets the requirements set forth in this Section shall qualify as an approved Transfer to an Eligible Purchaser ("Eligible Transfer").

A. Disclosures and Submittals. The Owner and the Proposed Purchaser shall provide the following information to City:

1. The name, address and telephone number in writing of the Proposed Purchaser.
2. A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. The financial information shall be used by the City to determine the income eligibility and credit worthiness of the Proposed Purchaser.
3. The proposed sales contract and all other related documents, which shall set forth the terms of the sale of the Residence, including the following terms:
   a. The sales price, setting out the amount of the first loan and the amount of the City Note which is to be assumed; and
   b. The price to be paid by the Proposed Purchaser for the Owner's personal property, if any, and for the services of the owner, if any.
4. A written certification, from the Owner and the Proposed Purchaser, in a form acceptable to the City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to the Owner, and the Owner has not received and will not receive from Proposed Purchaser or any other party, money or other consideration in addition to what is set forth in the sales contract and documents submitted to the City, including personal property. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to the City, the City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sales contract and/or declare the sale void, notwithstanding the fact that the sale may have closed and become final as between the Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and/or the Proposed Purchaser for the return of any moneys paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and

they shall hold the City harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement. An executed resale restriction agreement by the Proposed Purchaser with substantially the same provisions as this Agreement and subject to City approval. The recordation of the resale restriction agreement shall be a condition of the City's approval of the proposed sale. The City may require the Proposed Purchaser to pay a reasonable fee to the City and reimburse it for out of pocket costs to cover the costs of administering its rights and obligations under this Agreement.

5. An executed deed of trust and a promissory note from the Proposed Purchaser in favor of the City except that the principal amount of the new promissory note shall equal the difference between the Fair Market Value and the Affordable Purchase Price at the time of Transfer. The new promissory note shall be subject to the Affordable Homeownership Program terms at the time of Transfer.

6. Upon the close of the proposed sale, certified copies of the recorded deed of trust, a copy of the recorded resale restriction agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other document which the City may reasonably request.

B. Eligibility Of Purchaser. A purchaser who meets the following requirements shall be an Eligible Purchaser ("Eligible Purchaser"):

1. Each purchaser shall certify that he or she will occupy the Residence as his or her principal residence. The Residence shall be considered the principal residence of the purchaser if the purchaser lives in the Residence for at least ten (10) months out of each calendar year.

2. The combined income for all household members of the purchaser does not exceed the lesser of (i) Eighty percent (80%) of median income of Alameda County, adjusted for actual household size, as published by the California Department of Housing and Community Development, or (ii) the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, adjusted for actual household size, as published by the California Department of Housing and Community Development.

14. DETERMINATION OF SALES PRICE

A. To Eligible Purchaser. The maximum sales price (the "Sales Price") that the

Owner may charge for a Transfer of the Residence to an Eligible Purchaser shall be lesser of: (i) the Fair Market Value of the Residence; or (ii) the Affordable Purchase Price, plus the amount of the Excess Sales Proceeds. In the event that the sum of the Affordable Purchase Price plus the amount of the Excess Sales Proceeds under the City Note exceeds the Fair Market Value of the Residence, the amount of the City Note shall be reduced until the sum of the Affordable Purchase Price plus the amount of the City Note equals the Fair Market Value. No adjustments to the Affordable Purchase Price shall be made for any improvements or upgrades to the unit.

B. Adjustments to Owner's Net Proceeds Sales Price. The owner's net proceeds may be decrease by the amount necessary to repair damage to the Residence, if any, and to place the Residence into saleable condition as reasonably determined by the City including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and window coverings; making necessary structural, mechanical, electrical and plumbing repairs; addressing damage noted in the pest report, and repairing or replacing built-in appliances and fixtures. Owner hereby covenants to, at Owner's expense, maintain the Residence in the same condition as in existence on the date of City's Notice of Exercise, reasonable wear and tear excepted to cover any advances made by the City.

C. To Ineligible Purchaser. The sales price that the owner may charge for a Transfer of the Residence to an Ineligible Purchaser shall be reached by mutual consent between the owner and buyer of the residence. If the residence is sold to an ineligible purchaser the owner will be subject to conditions set forth in Section 12. A. of this Agreement.

D. Payment to City of Excess Sales Proceeds. If the Owner Transfers the Residence at an unrestricted price pursuant to this Section 14, or if the Owner makes a Transfer in violation of this Agreement, the Owner shall pay the principal balance of the City Note plus any Excess Sales Proceeds to the City.

15. OPTION TO PURCHASE

A. City Option to Purchase. Owner hereby grants to the City an option to purchase all of Owner's right, title and interest in and to the Residence ("City Option") upon the occurrence of an Option Event as defined in Section 15. C. below, subject to the terms and conditions contained herein.

B. Assignment of the City Option. The City may assign the City Option to another government entity, a nonprofit affordable housing or service provider, or a person or family that qualifies as an Eligible Purchaser. The City's assignment of the City Option shall not extend any time limits contained herein with respect to the exercise period of the City Option or the period within which the Residence must be purchased.

C. Events Giving Rise to Right to Exercise Option. The City shall have the right to exercise the City Option upon the occurrence of any of the following events (each an "Option Event"):

1. Receipt of a Notice of Intent to Transfer (as defined in Section 9);
2. Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Residence or of any estate or interest therein, except as defined as Events not constituting a Transfer in Section 1.M.;
3. Any actual, attempted or pending encumbrance of the Residence, including without limitation by way of mortgage or deed of trust, or by judgment, mechanics, tax or other lien, except as provided in Section 17 below;
4. Recordation of a notice of default and/or notice of sale pursuant to California Civil code section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Residence;
5. Commencement of a judicial foreclosure proceeding regarding the Residence;
6. Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or
7. Any violation by Owner of any provision of this Agreement including, without limitation, the conditions set forth in Sections 4, 5, 6, and 7 above.

16. FAIR MARKET VALUE

If it is necessary to determine the Fair Market Value of the Residence, the Fair Market Value shall be determined by a real estate appraiser approved by the Owner and the City. The cost of the Appraisal shall be borne equally by the Owner and the City.

Nothing in this section shall preclude the Owner and the City from establishing the fair market value of the Residence by mutual agreement in lieu of an appraisal pursuant to this section.

17. REFINANCING OF THE RESIDENCE

If authorized by a First Lender, Owner may refinance the First Lender's loan provided the loan amount of such refinancing does not exceed the then outstanding balance of the First Lender's loan plus 2% non-recurring closing costs. However, Owner may not refinance a First Lender's loan with a loan that contains any provisions for negative amortization or balloon payments. Upon Owner's request, the City shall subordinate the City Deed of Trust to a deed of trust or mortgage made by or held by an institutional lender or investor which is given in connection with any refinancing of the First Lender's Loan which meets the criteria set out in this Section 17 of this Agreement.

18. DEFAULTS AND REMEDIES / DEFAULT BY OWNER

Upon a violation of any of the provisions of this Agreement by the Owner, the City shall give written notice to the owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of the City within thirty (30) days after the date the notice is mailed, or within such further time as the City determines is necessary to correct the violation, the City may declare a default under this Agreement. Upon the declaration of a default or if the Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, the City may: (a) declare all amounts due under the City Note immediately due and payable without further demand and may invoke the Power of Sale under the Deed of Trust; and/or (b) exercise the City Option; and/or (c) apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that a transfer in violation of this Agreement is void, or for any such other relief at law or in equity as may be appropriate.

19. NOTICE OF DEFAULT AND FORECLOSURE

A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the City in the Office of the Recorder of Alameda County for the benefit of the City. The City may declare a default under this Agreement upon receipt of any notice given to the City

pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Section 15 of this Agreement.

In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

If the City failed to file the request for notice of default, the City Option shall commence from the date the notice of default is given by the City to the Owner.

20. BINDING EFFECT

This Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors, until the earlier of (a) the date the City Note is repaid, or (b) the date of a Transfer of the Residence to an Eligible Purchaser in accordance with Section 12. B. above, or (c) at least 55 years from the date of this Agreement.

21. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between and among the owner, the City and their respective successors.

22. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS

Notwithstanding any other provision hereof, this Agreement shall not diminish or affect the rights of a First Lender under the First Lender's Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Residence and the provisions of this Agreement shall be subordinate to the lien of a First Lender Deed of Trust and shall not impair the rights of a First Lender, or such lender's assignee or successor-in-interest (including but not limited to the United States Department of Housing and Urban Development (HUD), Federal National Mortgage Association (FNMA), or the Veterans Administration, if applicable), to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under a First Lender Deed of Trust include the right of foreclosure or acceptance of a deed

or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the Residence or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Residence pursuant to a deed or assignment in lieu of foreclosure this Agreement shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust, which requirement shall be satisfied by recordation of a notice of default under California Civil Code Section 2924, and (ii) the City shall not have cured the default under the First Lender Deed of Trust within ninety (90) days of such notice.

23. AMENDMENTS AND MODIFICATIONS

This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

24. SEVERABILITY

If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or condition and the validity or enforceability of the remaining terms, covenants or conditions shall not in any way be affected.

25. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of California.

26. NOTICES

Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and

delivery confirmation and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To the Owner:

To the City: City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attn: City Manager

27. INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid speculation on the Residence and to insure to the extent possible that its sales price and mortgage payment remain affordable to persons and families of low income.

28. EXHIBITS

Any exhibits referred to in this Agreement are incorporated in this Agreement by such reference.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

CITY OF LIVERMORE:

By:_____
Marc Roberts, City Manager

OWNER:

_____

Approved as to form:

_____
Name:
Title: (Deputy/Assistant/Senior Assistant) City Attorney for City of Livermore

CO-OWNER:

_____

Exhibits

A Residence Description

B City Note

C Sample Owner Occupancy Certification Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certification is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
}
County of Alameda }

On _____, before me, Rebecca Cox, Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Signature of Notary Public

EXHIBIT 'A'

Legal Description

EXHIBIT 'B'
Promissory Note

NOTICE TO BORROWER: **Loan No.**

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALES AND ASSUMPTIONS

PROMISSORY NOTE

Secured by a Deed of Trust

$ Dated:

Livermore, California

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the City of Livermore, a municipal corporation (the "City") at 1052 South Livermore Ave., Livermore, California, or such other place as the City may designate in writing, the principal sum of $ plus any amounts due the City as Excess Sales Proceeds.

1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Resale Restriction Agreement, executed by the parties and of even date herewith.

2. Purpose of City Note. Borrower is purchasing the Residence pursuant to the City's Affordable Homeownership Program, which makes homes available at a price affordable to low or moderate income households. Pursuant to the City's Affordable Housing Ordinance, Livermore Development Code Section 10.06.050, the purchase price of the Residence is substantially below the market value to ensure the Residence will be affordable for purchase by low or moderate income households. Because the purchase price has been set below the market value, the Borrower is required and has agreed to execute a Resale Restriction Agreement that restricts the price of the Residence upon resale and requires the Borrower to pay any Excess Sales Proceeds to City upon resale . In addition, the Resale Restriction Agreement prohibits the renting or leasing of the Residence except with prior written approval of the City.

3. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the principal amount of Dollars ($) plus Excess Sales Proceeds for the repayment of the financial assistance provided to the Borrower by the City in connection with the purchase of the Residence as defined in Paragraph 4, below.

4. Security. This Note is secured by a Deed of Trust (the "Deed of Trust") dated the same date as this Note recorded against the property located at , Livermore, California (the "Residence").

5. Repayment. The total amount of the principal and any Excess Sales Proceeds owed under this Note shall immediately become due and payable (i) in the event of an uncured default by Borrower under this Note, the Deed of Trust, or the Resale Restriction Agreement between the City and Borrower, or (ii) on the date a Transfer is made to other than an Eligible Purchaser whether voluntarily, involuntarily, or by operation of law and whether by deed, contract of sale, gift, devise, bequest or otherwise

There shall be no payments due on amounts owed under this Note so long as the Borrower owns the Residence and is not in violation of any provisions of this Note, the Resale Restriction Agreement, or the Deed of Trust. This Note is due and payable upon sale or transfer of title.

At the request of the Borrower, the City shall relieve Borrower of all obligations under this Note, provided that the Residence is sold to an Eligible Purchaser pursuant to the Resale Restriction Agreement, and the Eligible Purchaser executes a new resale restriction agreement, deed of trust, and a new promissory note pursuant to provisions of the Resale Restriction Agreement.

The City shall forgive the principal due under this Note at the time of a Transfer or repayment of this Note to the extent necessary to ensure that the Borrower's obligations to repay the principal due on this Note and on all promissory notes secured by deeds of trust superior to the Deed of Trust do not exceed the Fair Market Value of the Residence.

6. Assumption of Note is Restricted. Borrower acknowledges that this Note is given in connection with the purchase of the Residence as part of a program of the City to assist in the purchase of homes by low or moderate-income persons. Consequently, this Note is not automatically assumable, but is subject to Section 711.5 of the California Civil Code, which allows the City to accelerate all amounts due under this Note if any subsequent sale or transfer of the Residence of any kind does not comply with the provisions of the Resale Restriction Agreement executed between the Borrower and the City and dated the same date as this Note.

7. Prepayments. Borrower may prepay all or any amount of the principal balance due under this Note.

8. Default and Acceleration. Upon the occurrence of an uncured default under this Note, the Resale Restriction Agreement or the Deed of Trust, the City shall have the right to declare the full amount of the principal along with any Excess Sales Proceeds under this Note immediately due and payable. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Deed of Trust, and the Resale Restriction Agreement. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining principal and interest owed.

9. No Offset. Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

10. Waiver; Attorneys' Fees. Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

11. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. No Waiver by the City. No waiver of any breach, default or failure of condition under the terms of this Note shall be implied from any failure of the City to take, or any delay by the City in taking, action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note must be made in writing and shall be limited to the express written terms of such waiver.

13. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

14. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

15. Non-recourse; Assignment by City. This Note constitutes a portion of the unpaid balance of the purchase price of the Residence. Borrower shall have no personal liability for any deficiency on this Note and the only remedy available to the City or any holder in due course shall be foreclosure pursuant to law as provided in the Deed of Trust. The City may assign its right to receive the proceeds under this Note to any person and upon notice to Borrower by the City all payments shall be made to the assignee.

DATE: BORROWER:

_____

DATE: CO-BORROWER:

_____

EXHIBIT 'C'

LIVERMORE
CALIFORNIA

Annual Compliance Report

Certificate of Owner Occupancy

Due by May 1st Annually

Address: _____ Livermore CA

I/We hereby certify that I/we have continuously occupied the unit located at the above named address as our Primary Residence as defined according to the City's loan documents. I/We understand that failure to occupy the unit as our Primary Residence shall be cause for default under the City's loan agreements.

Signature(s): Date:

_____ _____

_____

☐ Copy of the most current (April) PG&E statement/bill included (first page only).

Changes to phone or email contact? Please update here:

_____

For concerns about providing this information, changes in property owner status or other questions, please contact the City's Housing and Human Services Division at (925)960-4580.

Mail or deliver completed form and documents to:

City of Livermore
Housing and Human Services Division
1052 S. Livermore Avenue
Livermore, CA 94550

EXHIBIT B

LIVERMORE CALIFORNIA

Steps for Reselling your Below Market Rate Home

This packet includes information on reselling your Below Market Rate (BMR) home. When you bought your home through the BMR Affordable Homeownership Program, you entered into a Resale Restriction Agreement (RRA) with the City that restricts the use and sale of your home. You must refer to your specific agreement to determine your options for resale. Owners interested in selling their home must provide advance notice to the City and are advised to follow the steps below:

Step 1: Request an Estimated Payoff Summary from the City

Contact the City and request an estimated payoff summary. This calculation will estimate your net proceeds under each option for resale. Should you have the option to sell at Market Rate and decide to sell at Market Rate, you only need to follow Step 2 - Notify the City. You *do not* need to follow Steps 3-5. For a Market Rate Sale, your Title/Escrow company will request the necessary documentation from the City related to your City Promissory Note(s) and/or any other loan, if any, which would be due for repayment. If you choose the option to sale through the BMR Program to another eligible buyer, you must follow Steps 2-5 below.

Step 2: Notify the City

If you choose to sell your home through the City's BMR Program, submit the 'Notice of Intent to Transfer' form to the City at the address below, **at least 120 days prior** to your desired close of escrow (final date of sale).

Step 3: Submit the Cost Reimbursement Agreement

Upon receiving your Notice of Intent to Transfer, the City will send you the 'Affordable Homeownership Program Cost Reimbursement Agreement', which you must sign and submit to the City. The agreement helps the City recover third-party costs involved in marketing, screening and selecting a new eligible buyer(s) for your home. The reimbursable costs to market and identify a buyer for your home is $5,000 (for the 2020 Program Year). If the seller terminates the sales transaction prior to completion of the resale process, the seller will be responsible for any costs incurred up until that time. Once the agreement has been signed and submitted to the City, the City will refer you to Hello Housing who will facilitate the remaining portion of the sale.

Step 4: Select a Real Estate Agent

Next, select your real estate agent. Keep in mind that working with a real estate agent who is familiar with the City's program can help facilitate the process. Upon request, Hello Housing will provide you with a list of agents who are familiar with our program, or you may select the agent of your choice. After you have signed a Listing Agreement with your agent, send a copy to Hello Housing. Real estate agent expenses is your responsibility as the seller and is not covered under the third-party reimbursable costs to the City.

Step 5: Conduct the Required Inspections and Repairs

Prior to listing your home for sale, you or your agent must contact Hello Housing to set up a time for the City or its designee to do a walk-through inspection of your home to ensure it is in good and marketable condition. The following inspection reports are required and must be submitted to Hello Housing for the City to review prior to listing your home for sale:

- **Home Inspection Report**
- **Pest Inspection Report**
- **Agent Visual Inspection Disclosure (CA Association of Realtors Form AVID)**

LIVERMORE
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In the event repairs are noted, the City will deliver written notice to the seller specifying the repairs which need to be completed at the seller's expense prior to marketing the home, entering into a sales contract with a new buyer, and in any event prior to close of escrow. **Be sure to read and follow the instructions outlined in the 'Property Inspection and Repairs Policy' which is attached to this packet.** If you have any questions or would like to submit your documentation, please contact:

City of Livermore Housing and Human Services Division
Attention: Affordable Homeownership Program
Phone: (925) 960-4580 (Housing Line)
Email: housing@cityoflivermore.net
1052 S. Livermore Avenue, Livermore, CA 94550

NOTICE OF INTENT TO TRANSFER
(Through the City's of Livermore Affordable Homeownership Program)

To: City of Livermore ("City") 1052 S. Livermore Avenue, Livermore, CA 94550

From: _____[Insert name(s) of Owner]
("Owner(s)")

Property Address: _____ ("Home")

Date: _____

Please be notified that the Owner(s) intends to transfer the property listed above through the City's Affordable Homeownership Program. Owner is aware that it may take on average up to 120 days for the transaction to place. The owner will remain in compliance with the City's Resale Restriction agreement, not move from the property, nor rent any portion of the home until the close of escrow. Owner also acknowledges that the Home will not be marketed through the Affordable Homeownership Program until the following items have been completed and submitted to the City:

1. Cost Reimbursement Agreement
2. Home Inspection Report
3. Pest Inspection Report
4. Agent Visual Inspection Disclosure (CAR Form AVID)

Owner further agrees to allow the City or its designee to inspect the Home within 30 days of this notice and that in the event any repair is noted, the Housing Division will deliver written notice to the Owner specifying the required repairs and requesting the repairs be completed as a condition of resale. The owner must complete the repairs at the owner's cost prior to listing the Home for sale through the Affordable Homeownership Program.

Date: _____

By: _____ By: _____

Name: _____ Name: _____
Owner Owner

Submit to:
City of Livermore Housing and Human Services Division
Attention: Affordable Homeownership Program
Phone: (925) 960-4585 direct | Housing Line: (925) 960-4580
Email: housing@cityoflivermore.net
Mailing Address: 1052 S. Livermore Avenue, Livermore, CA 94550

AGREEMENT FOR AFFORDABLE HOMEOWNERSHIP PROGRAM COST REIMBURSEMENT

THIS AGREEMENT is made and entered into this day of , 2019, by and between the City of Livermore, a municipal corporation ("City"), and ("Owner").

RECITALS

A. There is currently a shortage of housing in the city of Livermore that is affordable to low income households, causing many low and moderate income households to be unable to purchase a home.

B. In order to further its plan to assist in the purchase of homes by low and moderate income households, the City has developed a secondary financing program designed to assist qualified purchasers to purchase single family homes while preventing unfair windfall profits to the purchasers (the "Affordable Homeownership Program").

C. Owner purchased ("Property") through the City's Affordable Homeownership Program on and entered into a Resale Restriction Agreement with the City on .

D. Through the Resale Restriction Agreement, Owner agreed to certain restrictions on the use of the Property, including options on how Owner could sell the home.

E. Owner now desires to sell the Property through the City's Affordable Homeownership Program.

F. City has entered into an agreement with Hello Housing to assist the City in the marketing of the Property to eligible potential homebuyers, screening of applicants, selection of a qualified homebuyer, preparing loan documents, reviewing first mortgage lender documents of a refinance, and facilitating home sale through the close of escrow.

G. In order to maintain the longevity of the Affordable Homeownership Program, City desires to recoup the costs involved in the sale of the Property, which provides a direct benefit to Owner.

AGREEMENT

NOW, THEREFORE, City and Owner hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Owner purchased (the "Property") on through the City's Affordable Homeownership Program. Owner has requested City to assist with the sale of the Property through the Affordable Homeownership Program.

SAMPLE

2. City has directed Hello Housing, on Owner's behalf, to provide the service to Owner identified below and has paid Hello Housing to provide such services.

3. Certain costs are associated with the sale of the Property through the Affordable Homeownership Program, as follows:

a. ☐ Cost associated with marketing the Property, the screening of applicants, the selection of a qualified homebuyer, preparation of loan documents, and coordinating with the realtor and escrow company on the resale of the Property through the Close of Escrow.

b. ☐ Costs associated with revising the title on loan documents at an hourly rate of , in an amount not to exceed .

c. ☐ Costs to subordinate to a refinanced first mortgage.

4. Owner acknowledges that Owner has received a direct benefit from the services provided by Hello Housing identified above and agrees to reimburse City for the costs it incurred related to this service. The total amount Owner agrees to reimburse City is $. Such amount shall be paid by Owner to City in full:

a. ☐ From Owner's proceeds at close of escrow on the Property which is payable upon an escrow demand to be submitted by the City as a condition of closing. If Owner terminates the transaction at any time prior to sale then Owner shall be responsible for the portion of the fee that is due for any prior services rendered.

b. ☐ Owner shall pay to the City, a deposit equal to 50% of the total amount due prior to the start of the service. Upon completion of services and receipt of invoice from City Owner shall pay to the City the remaining balance due.

5. Owner understands that these services do not include preparation of the Purchase and Sale Agreement and other services of a licensed real estate agent which is the responsibility of the Owner to be contracted directly as part of the City's resale procedure.

6. Owner shall defend, indemnify and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

7. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

SAMPLE

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

OWNER: **Dated:**

_____ _____

Name:

OWNER: **Dated:**

_____ _____

Name:

CITY OF LIVERMORE: **Dated:**

_____ _____

Marc Roberts
City Manager

APPROVED AS TO FORM:

_____

Deputy/Assistant/Senior Assistant/City Attorney

SAMPLE

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Property Inspection and Repairs Policy

(For BMR homes resold through the City of Livermore Affordable Homeownership Program)

This Property Inspection and Repair Policy ("Policy") outlines the property inspection requirements and repair policies and obligations of a BMR owner/seller when selling their home. The purpose and interpretation of these policies and procedures is to ensure that new low and moderate income buyers of BMR homes are able to enjoy resale BMR homes as move-in ready.

Owners of Below Market Rate homes (BMR Homes) are required to maintain the quality of their homes and ensure that they are in good repair and clean condition upon resale to new eligible buyers. In addition, all appliances, finishes, and fixtures must be fully operable and free of deficiencies or damage. The home may not be sold as-is, and any damage by abnormal or excessive wear and tear or because of neglect, abuse, or insufficient maintenance, must be repaired as a condition of the resale, including components that are not damaged but have reached the end of their useful lives.

I. Property Inspection Requirements

To determine a home's condition and identify needed repairs, all of the following property inspections and disclosure documents must be submitted as part of the Owner's Notice of Intent to Transfer.

a. **Home Inspection Report:** The homeowner/seller must order, at their own cost, a home/property inspection report performed by certified home inspectors. The inspection should include, but is not limited to, roof, electrical system, wiring, heating and air conditioning, insulation, plumbing, window and door operation, and functional condition of appliances and finishes.

b. **Pest Inspection:** The owner/seller must order and pay for a pest inspection which involves an inspection for any evidence of termite activity and/or dry rot damage, or moisture conditions that could lead to an atmosphere for wood destroying organisms or termites.
If any issues are found, a pest inspection will identify those items as a *Section One* item, or a *Section Two* item. *Section One* items are issues "currently" active, in need of immediate repair, and will be considered required repairs in order to sell. *Section Two* items are not as urgent but still may be required to be repaired.

c. **City Inspection:** The owner/seller or their Realtor must contact the City to set-up a time for the City or its designee to conduct a walk-through inspection of the home. In the event repairs are noted, the City will deliver written notice to the owner specifying the repairs needed as a condition of sale. In general, the owner must complete the repairs at the owner's cost prior to marketing of the property and in any case prior to the close of escrow.

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d. **Agent Visual Inspection Disclosure (California Association of Realtors Form AVID):** The Owner's listing agent must conduct a reasonably competent and diligent visual inspection of the home, and fill out the AVID form. Any material fact affecting the home's value, desirability, and intended use shall be properly disclosed pursuant to California Civil Code 2079.

II. Repair Policies and Procedures

Repair Policies

The damage that must be repaired includes but is not limited to:

1) Violations under the City of Livermore Building Code (the "Code) either through visual inspection or notice from the City;
2) Pest and Roof damage identified in the required inspection reports, as described above;
3) Defects in electrical system, wiring, heating and air conditioning, insulation, plumbing, and functional condition of finishes;
4) Appearance of toxic substances (such as asbestos, lead, or mold);
5) Needed repair to appliances furnished to owner upon purchase of the property;
6) Holes and other defects in walls (including exterior walls if the repair responsibility is with the homeowner), ceilings, floors, doors, windows, screens, carpets, countertops and similar appurtenances; and,
7) Repairs needed, as determined by the City, to put the property into a marketable and clean condition, including without limitation, cleaning, painting and replacing flooring.

Repair Procedures

In the event any repair is noted, the City of Livermore Housing Division staff will deliver written notice to the owner/seller specifying the repairs and requiring the repairs be completed as a condition of resale. The owner must complete the repairs at the owner's cost prior to listing the home for sale. In very limited cases, the Housing Division may permit the owner to commence the resale process while completing the documented repairs, but all work must be completed to the satisfaction of the Housing Division before closing escrow. The City or its designee will inspect the home to assess the repairs or view the progress of work.

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Home Inspection and Cleaning Checklist

This checklist addresses the basic cleaning and compliance items that will be assessed as part of the inspection process. Homeowners should use this checklist to review the conditions of their homes prior to formal inspections of the property. The following checklist is meant to be used as a tool only and may not be all-inclusive.

☐ **Complete Your Own Walk-Through**
Take note of damage or cleaning issues that that could potentially raise questions. Also, check smoke and carbon monoxide detectors to ensure they are working properly.

☐ **Perform Minor Repairs**
Prior to the home inspection, complete minor repairs that you are capable of doing yourself. Patch holes in the wall, replace cracked floor tiles, test all light fixtures, replace any dead lightbulbs, broken or lose door handles, and fixture coverings.

☐ **Check Appliances**
Homes must be sold with the same functioning appliances as when originally purchased, but the appliances need not be the same at the time of purchase. Run all of those appliances to make sure everything works as it should. If you decide to repair or replace anything, do so before the home inspection.

☐ **Gather Receipts and Warranties**
Another important item on your home inspection checklist is to gather all necessary paperwork. Assemble a folder of warranty and maintenance information. Include receipts you have filed away to prove the age of fixtures and appliances. For example, the City may need to know when you last had your carpet cleaned or replaced to determine any replacement or cleaning that is needed.

☐ **Inspect Toilets and Plumbing**
Make sure to check out your plumbing system before your inspection. Many times, running toilets may simply be the result of a bad seal. This small repair can be corrected by purchasing a new flapper prior to the inspector's visit.

☐ **Check for Mold and Mildew**
Mold is a health issue for homebuyers. Even the minor appearance of mold will need to be fixed prior to selling your home. Make sure bathrooms are caulked, and then check for signs of mold and mildew in damp areas of the home, such as bathrooms.

☐ **Change Air-Conditioning and Heater Filters**
A clogged HVAC filter can significantly alter your heater or air conditioner's performance. Ensure that you change the filters before the inspector tests your system.

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☐ **Cleaning**

Make sure you thoroughly clean the entire home including but not limited to:

Surfaces: Throughout the home, thoroughly clean the surfaces of all walls, doors, door framing, trim and baseboards.

Flooring: Clean flooring and grout tile (if applicable), vacuum and steam clean the carpeting throughout the home. Treat stains with an appropriate product. If stains cannot be satisfactorily removed or if the condition is worn beyond sellable condition, the carpet will need to be replaced.

Windows: Clean all windows, window coverings and windowsills, including the interior areas revealed when windows are opened. Remove appearance of stains or rust on the window framing. Remove films or stickers. Cracked windows are not acceptable.

Kitchen and Bathroom: Clean all appliances inside and out. Clean out interiors and surfaces of all kitchen and bathroom cabinetry and drawers, as well as hardware and towel bars. Clean all sinks, bathtubs, showers and toilets. All hardware should be secure.

Backyard/Outdoor Patio: Sweep up leaves; get rid of clutter; remove pet waste and make sure area is clean.

Roof: Clean gutters and remove debris.

If you are unable to thoroughly clean the entire home to an open house showing standard, you should hire a cleaning service to have it professionally cleaned.

EXHIBIT A

EXHIBIT C

Subordination Fee: $650

Subordination Terms for City of Livermore

Regarding the refinancing of the first mortgage loan, the City of Livermore will consider subordination to a refinanced first loan under the following conditions:

1) **Loan Amount**: May not exceed the outstanding balance of the first lenders' loan plus: (i) reasonable closing costs as approved by the City and (ii) the current balance of existing down payment assistance loans or similar debt as approved by the City which is senior to the City's loan. NO CASH OUT; and
2) **Loan Terms:** Must have a fixed interest rate over the life of the loan and may not contain any provisions for negative amortization, pre-payment or balloon payment, or changes in payments. When the junior loan is a CalHome loan, the first mortgage must mature concurrently with or after the CalHome Loan; and,
3) **Mortgage Insurance**: The loan cannot contain provisions requiring borrower to finance mortgage insurance
4) **Impound Account:** Impound account for taxes and insurance is required; and,
5) **Hazard / Flood Insurance:** 'City of Livermore, its successors and assigns' must be named as additional Loss Payee on insurance.

In addition, the following documents must be provided to the City of Livermore *or* its designee,

- ☐ Written request for such consideration, including the proposed closing date and loan payoff amount, signed by the borrower(s) or Form 1003.
- ☐ Current title report
- ☐ Uniform Underwriting Transmittal and Summary (Fannie Mae Form 1008 or similar)
- ☐ Status of client's Mortgage Credit Certificate program (if applicable)

Upon approval of the subordination request, the Lender *or* Title Company must provide the City *or* its designee with the following:

- ☐ Subordination Agreement(s) **Note: Please allow 15 business days for the Agreement(s) to be approved by the City and returned.**

Prior to the close of escrow:

- ☐ Estimated Settlement Statement
- ☐ Copy of refinancing lender's Deed of Trust (may be 'sample')
- ☐ Copy of the refinancing lender's executed Promissory Note which will be senior to the City's loan documents.
- ☐ Copy of Hazard Insurance (and Flood Insurance if applicable) Certificate naming **'City of Livermore, its successors and assigns'** as additional Loss Payee.

Following the Close of Escrow, the Title/Escrow Company must provide the City with the following:

- ☐ Copy of Final Combined Settlement Statement
- ☐ Conformed copies of Subordination Agreement and Request for Copy of Notice of Default

Subordination Fee: $650

☐ Subordination Refinance Fee: Check or Money Order in the amount of $650, made payable to the City of Livermore

Required documentation should be forwarded to the City for processing, to:

Mail to: City of Livermore
c/o Hello Housing
1242 Market Street, 3rd Floor
San Francisco, CA 94102

Email: Livermore@hellohousing.org
Phone: (415) 863-3036

If you have any questions concerning this process, please contact Zoe McGeary, Program Manager with Hello Housing at (415) 863-3036.

LIVERMORE
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CITY COUNCIL STAFF REPORT **ITEM NO. 5.8**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a Subordination Agreement with Tri Valley BMR, LLC and the Department of Housing and Community Development for the Vineyard 2.0 project.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager, or her designee, to execute a Subordination Agreement with Tri Valley BMR, LLC, and the Department of Housing and Community Development for the Vineyard 2.0 project.

SUMMARY

On January 10, 2022, the City Council approved a resolution authorizing the appropriation of funding for the development of the Vineyard 2.0 affordable housing and community care facilities project and approving funding agreements and related documents between the City of Livermore and Tri Valley BMR, LLC, including the subordination of the City's loan and regulatory agreements to other approved lenders.

In December 2023, the project completed construction and opened operations in January 2024. The project consists of 24 affordable, accessible housing units for very low and extremely low-income households with histories of homelessness. Additionally, the project is operating a kitchen and dining room and is serving hot meals 5-7 days a week for Livermore's homeless and low-income neighbors in partnership with Open Heart Kitchen.

The Vineyard project is now replacing its construction financing with the previously approved permanent lenders, including the California Department of Housing and Community Development (HCD). HCD has agreed to loan Tri Valley BMR, LLC, $4,469,948 and has requested the City to execute a subordination agreement to reflect the State HCD's Regulatory Agreement as senior to the City's Deed of Trust and Regulatory Agreement. The new loan will provide access to the State's No Place Like Home (NPLH) fund and is permanent financing for the project.

DISCUSSION

In 2017 and 2018, the Livermore City Council approved funding for the Housing Consortium of the East Bay (HCEB), the sole managing member of the Tri Valley BMR, LLC, to finance initial predevelopment and acquisition expenses necessary to acquire the property located at 460 North Livermore Avenue (the "Vineyard Site") and design a mixed-use affordable housing project with community-serving facilities known as the Vineyard 2.0 project (the "Project").

In December 2023, construction on Vineyard 2.0 was completed and opened for operation in early 2024. The Project consists of 24 affordable housing units for very low and extremely low-income households with histories of homelessness. Additionally, the project is operating a kitchen and dining room and is serving hot meals 5-7 days a week for Livermore's homeless and low-income neighbors in partnership with Open Heart Kitchen.

The Vineyard 2.0 project is consistent with the City's Housing First Initiative, a comprehensive strategy to reduce homelessness. The project also provides dedicated, permanent infrastructure to address the food and service needs of persons at risk of and experiencing homelessness in Livermore and their nonprofit service providers. All housing units, except for the manager's unit, are affordable to households earning 20 to 30 percent of Area Median Income (AMI).

On January 10, 2022, the City Council approved a resolution authorizing the appropriation of funding for the development of the Vineyard 2.0 affordable housing and community care facilities project and approved funding agreements and related documents between the City of Livermore and Tri Valley BMR, LLC, including subordination agreements with the County and Chase Bank for the construction loan. The subordination agreement included the City Housing Regulatory Agreement as senior to the other financing partner's Deed of Trust.

California Department of Housing and Community Development (HCD) has agreed to loan Tri Valley BMR, LLC, $4,469,948 and execute a subordination agreement to reflect the State HCD's Regulatory Agreement as senior to the City's Deed of Trust and Regulatory Agreement. The new loan will provide access to the State's No Place Like Home (NPLH) fund and is permanent financing for the Project.

As proposed, the subordination order will not adversely affect the City's financial interest in the property, nor its regulatory interest in restricting the use of affordable housing for people experiencing homelessness.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal impacts to report.

COMMUNITY PILLAR

1: A Safe Community that Thrives.

GOAL

7: Expand and preserve the supply of affordable housing opportunities.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Fran Earl
Housing and Human Services Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE APPROVAL OF A SUBORDINATION AGREEMENT WITH TRI VALLEY BMR, LLC AND THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

On January 10, 2022, the City Council approved a resolution authorizing the appropriation of funding for the development of the Vineyard 2.0 affordable housing and community care facilities project and approving funding agreements and related documents between the City of Livermore and Tri Valley BMR, LLC, including the subordination of the City's loan and regulatory agreements to other approved lenders.

The Loan Agreement requires the City's approval for any modifications to the subordination agreement.

The Vineyard 2.0 project is replacing its construction financing with the previously approved permanent lenders, including the California Department of Housing and Community Development (HCD). HCD has agreed to loan Tri Valley BMR, LLC, Four Million Four Hundred Sixty-Nine Thousand Nine Hundred Forty-Eight Dollars ($4,469,948) and has requested the City to execute a subordination agreement to reflect the State HCD's Regulatory Agreement as senior to the City's Deed of Trust and Regulatory Agreement. The new loan will provide access to the State's No Place Like Home (NPLH) fund and is permanent financing for the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, to approve the subordination agreement with Tri Valley BMR, LLC and the Department of Housing and Community Development and authorize the City Manager to sign on behalf of the City of Livermore the approval of the subordination change and such other documents as may be necessary to document the approval.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Daniel Gonzales*_____
Daniel Gonzales
Deputy City Attorney

RESOLUTION NO. _____

FREE RECORDING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 27383 and 27388.1.

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

State of California
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: **Legal Affairs Division**
18-NPLH-12675

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (the "Agreement") is dated as of March 18, 2025, for reference purposes only, and is entered into by and among City of Livermore, a municipal corporation (the "Senior Lienholder"), and Tri Valley BMR, LLC, a California limited liability company (the "Borrower"), and the Department of Housing and Community Development, a public agency of the State of California (the "Junior Lender").

RECITALS

A. Borrower is the owner of the fee simple interest in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). The Borrower has acquired and is developing a 24-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The Senior Lienholder has made loans to the Borrower in the principal sum of Two Million Two Hundred Seventy Thousand and no/100 Dollars ($2,270,000.00) (the "Senior Lienholder Loan #1"). The Senior Lienholder Loan is evidenced by a certain promissory note (the "Senior Lienholder Note #1"), secured by a certain deed of trust (the "Senior Lienholder Deed of Trust #1") recorded on October 2, 2018, as Instrument No. 191364, in the Official Records of Alameda County, California (the "Official Records").

The Senior Lienholder also made a loan to the Borrower in the principal sum of Eight Hundred Fifty-Five Thousand and no/100 Dollars ($855,110.00) (the " Senior Lienholder Loan #2"). The Senior Lienholder Loan is evidenced by a certain promissory note (the "Senior Lienholder Note #2"), secured by a certain deed of trust (the "Senior Lienholder Deed of Trust #2") recorded on October 2, 2018, as Serial No. 191365, in the Official Records.

The Senior Lienholder also made a loan to the Borrower in the original principal sum of Three Million Six Hundred Nineteen Thousand Eighteen and no/100 Dollars ($3,619,018.00) (the " Senior Lienholder Loan #3"). The Senior Lienholder Loan is evidenced by a certain promissory note (the "Senior Lienholder Note #3"), secured by a certain deed of trust (the "Senior Lienholder Deed of Trust #3") recorded on March 3, 2022, as Instrument No. 2022-46036, in the Official Records.

The Senior Lienholder and Borrower have also entered into an "Affordable Housing Regulatory Agreement" affecting the use of the Development, recorded on October 2, 2018, as Serial Number 191363, and the First Amended and Restated City Affordable Housing Regulatory Agreement recorded on March 3, 2022, as Instrument No. 2022-46031, in the Official Records (collectively, the "Senior Lienholder First Amended and Restated Regulatory Agreement").

The Senior Lienholder and Borrower have also entered into a "Services Facility Regulatory Agreement and Declaration of Restrictive Covenants" affecting the use of the Development, recorded on March 3, 2022, as Serial No. 2022-46032, in the Official Records (the "Senior Lienholder Services Facility Regulatory Agreement").

(The Senior Lienholder Deed of Trust #1, the Senior Lienholder Deed of Trust #2, the Senior Lienholder Deed of Trust #3, Senior Lienholder First Amended and Restated Regulatory Agreement, the Senior Lienholder Services Facility Regulatory Agreement and all other documents evidencing or securing the Senior Lienholder Loan are collectively referred to herein as the "Senior Lienholder Documents.")

C. In order to finance the development of the Improvements, the Junior Lender has agreed to loan the Borrower a sum not to exceed Four Million Four Hundred Sixty Nine Thousand Nine Hundred Forty Eight and no/100 Dollars ($4,469,948.00) (the "NPLH Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "NPLH Regulatory Agreement"), (ii) the Capitalized Operating Subsidy Reserve Agreement (the "COSRA") if applicable, and (iii) other loan documents. The NPLH Loan will be evidenced by a promissory note (the "NPLH Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Junior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official

Records (the "NPLH Deed of Trust") and by such other security as is identified in other loan documents. The NPLH Regulatory Agreement, the COSRA, the NPLH Note, the NPLH Deed of Trust and all other documents evidencing or securing the NPLH Loan are collectively referred to herein as the "Junior Lender Documents."

D. The Junior Lender is willing to make the NPLH Loan provided the Junior Lender Documents are liens, claims or charges upon the Development and that the NPLH Regulatory Agreement is prior and superior to the Senior Lienholder Documents, and provided that the Senior Lienholder specifically and unconditionally subordinates and subjects the Senior Lienholder Documents to the liens, claims, or charges of the NPLH Regulatory Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Junior Lender to make its NPLH Loan, it is hereby declared, understood and agreed as follows:

1. The NPLH Regulatory Agreement and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon) shall unconditionally be and remain at all times a lien, claim, or charge on the Development prior and superior to the Senior Lienholder Documents, and to all rights and privileges of the Senior Lienholder thereunder; and the Senior Lienholder Documents, together with all rights and privileges of the Senior Lienholder thereunder are hereby irrevocably and unconditionally subject and made subordinate to the lien, claim, or charge of the NPLH Regulatory Agreement.

2. This Agreement shall be the whole and only agreement with regard to the subordination of the Senior Lienholder Documents, together with all rights and privileges of the Senior Lienholder thereunder, to the lien, claim, or charge of the NPLH Regulatory Agreement, and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens, or charges of, but only insofar as would affect the priority between the claims, liens or charges of the NPLH Regulatory Agreement to the Senior Lender Documents including, but not limited to, those provisions, if any, contained in the Senior Lienholder Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements.

3. The Senior Lienholder declares, agrees, and acknowledges that:

(a) The Senior Lienholder consents and approves (i) all provisions of the NPLH Regulatory Agreement, and (ii) all agreements among the Senior Lienholder, Borrower and Junior Lender for the disbursement of the proceeds of the NPLH Loan, including without limitation any loan escrow agreements which have been provided to the Senior

Lienholder for review;

(b) The Junior Lender, in making disbursements of the NPLH Loan pursuant to the NPLH Note or any other agreement, is under no obligation or duty to, nor has the Junior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Junior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery, or recordation of any of the Junior Lender Documents, or the performance of any provision, condition, covenant, or other term thereof, will conflict with or result in a breach of the Senior Lienholder Documents or the Senior Lienholder Notes; and

(d) The Senior Lienholder intentionally and unconditionally waives, relinquishes, subjects, and subordinates the claims, liens, or charges upon the Development of the Senior Lienholder Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens, or charges upon the Development of the NPLH Regulatory Agreement only, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the NPLH Loan and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection, and subordination.

4. Junior Lender hereby agrees, but only as a separate and independent covenant of the Junior Lender and not as a condition to the continued effectiveness of the covenants and agreements of the Borrower and the Senior Lienholder as set forth herein, as follows:

(a) Following a notice from the Junior Lender to the Borrower that a default or breach exists under the terms of the NPLH Regulatory Agreement, the Junior Lender shall promptly (but in no event later than the following business day) send a copy of such notice to the Senior Lienholder and the Senior Lienholder shall have the right, but not the obligation, to cure the default as follows:

(i) If the default is reasonably capable of being cured within thirty (30) days, as determined by the Junior Lender in its sole discretion, the Senior Lienholder shall have such period to effect a cure prior to exercise of remedies by Junior Lender under the NPLH Regulatory Agreement, or such longer period of time as may be specified in the NPLH Regulatory Agreement.

(ii) If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Junior Lender in its sole discretion, or such longer period if so specified, and if the Senior Lienholder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Senior Lienholder shall have such additional time as is determined by the Junior Lender, in its sole discretion, to be reasonably necessary to cure the default prior to exercise of any remedies by Junior Lender.

In no event shall Junior Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the NPLH Regulatory Agreement.

Nothing in this subparagraph (a) is intended to modify any covenant, term, or condition contained in the NPLH Regulatory Agreement, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of the Junior Lender.

(b) The provisions of this paragraph 4 are intended to supplement, and not to limit, waive, modify, or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b and 2924c.

5. The Junior Lender would not make the NPLH Loan without this Agreement.

6. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors, and assigns of the parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

9. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

SENIOR LIENHOLDER:
City of Livermore, a municipal corporation

By: _____

Name: Marianna A. Burch

Its: City Manager

APPROVED AS TO FORM:

By: _____
Name: Daniel Gonzales
Its: Deputy City Attorney

[Signatures continue on page 7 of this Subordination Agreement.]

BORROWER:
Tri Valley BMR, LLC,
a California limited liability company

By: Housing Consortium of the East Bay,
a California nonprofit public benefit
corporation
Its: Sole Member and Manager

By: _____
Darin Lounds
Executive Director

[Signatures continue on page 8 of this Subordination Agreement.
The remainder of this page is blank.]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On 3/20/25 before me, Bonnie J. Gracia Notary Public, personally appeared Darin Lounds, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [signature]

Name: Bonnie J. Gracia
(Typed or Printed)

(Seal)

BONNIE J. GRACIA
COMM. # 2387613
NOTARY PUBLIC · CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires
DEC. 20, 2025

BG/bg

JUNIOR LENDER:
The Department of Housing and Community Development,
a public agency of the State of California

By: _____
Anna Balan-Hodgkins, Closing Manager

[Signatures must be acknowledged.]

[The remainder of this page is blank.]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Alameda, City of Livermore, State of California, and is described as follows:

Parcel 1 as shown on Parcel Map No. 10995, filed April 12, 2022 in Book 354 of Parcel Maps, page 84-86, Alameda County Records.

APN: 098-0240-002

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.9**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Resolution authorizing the execution of an agreement with LEHR Upfitters OpCo, LLC d/b/a LEHR to provide on-call services to outfit and repair City emergency vehicles and equipment in an amount not-to-exceed $900,000 for a five-year term ending April 30, 2030.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with LEHR Upfitters OpCo, LLC d/b/a LEHR to perform on-call services to outfit and repair City emergency vehicles and equipment for the police department and Livermore Pleasanton Fire Department in an amount not-to-exceed $900,000 for a five-year term ending April 30, 2030.

SUMMARY

The Fleet Services section of the Maintenance Division is responsible for purchasing vehicles and for retaining contractors to install specialized equipment as needed for various uses. In order to ensure that City vehicles continue to be maintained and properly outfitted for use by City staff, specifically first responders, staff recommends entering into an agreement with Lehr for these services. Lehr has an active agreement with Placer County that includes a provision for cooperative purchasing to allow Lehr to offer other governmental agencies the same services at the same contract prices and terms.

DISCUSSION

The Fleet Services section of the Maintenance Division routinely purchases vehicles for City use that require the installation of additional equipment in order to fulfill various functions.

The proposed agreement with Lehr offers services to outfit and repair emergency vehicles and their components for the police department and Livermore Pleasanton Fire Department including items such as emergency lighting, siren and light control devices, automatic license plate readers, weapons security systems, computer docking stations and a number of other necessary components to make these vehicles ready for use by first responders, as well as providing repair services when required.

Livermore Municipal Code Section 2.68.370 allows for an exemption to the quotation and bidding requirements if such purchases are based on an agreement or cooperative purchasing program entered into by any public agency. In such cases, the supplies and services subject to the agreement or program and the underlying purchase must have been made using a quotation or bid procedure at least as restrictive as the City's. The process utilized in this cooperative agreement meets the requirements of the Livermore Municipal Code.

FISCAL AND ADMINISTRATIVE IMPACTS

The total cost is $180,000 per year for a total not-to-exceed of $900,000 for a five-year term. The funding is currently budgeted in various sources including the Fleet Services Internal Service (Fund 730) and various components of the General Fund.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop and maintain the City's infrastructure, facilities, and property

ATTACHMENTS

1. Cooperative Purchasing Contract
2. Resolution
3. Exhibit A - Agreement

Prepared by: Judy Erlandson
Acting Public Works Director

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Supplier Contract

ATTACHMENT 1

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Contract Number	SCN107418
Contract Reference	97
Contract Start Date	10/01/2024
Contract End Date	09/30/2025
Buyer	Javier Terrazas
Phone Number	+1 (530) 8894252
Email	JTerrazas@placer.ca.gov

Supplier:

STOMMEL INC
dba LEHR
631 N MARKET BLVD STE N
SACRAMENTO, CA 95834

This Supplier Contract shall be governed by the attached terms and conditions.

Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services
Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com
County Contacts:
Probation Dept. Contact: Jeff Thompson, Ph. #530-889-7912, Email: jthompson@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: srfpayables@placer.ca.gov
Placer County Fire: Sarah Poindexter, Ph. #530-889-4037
Placer County Fire Accounting: AccountsPayableCEO@placer.ca.gov
District Attorney's Office: Mary Green, Ph. #916-543-8079, mgreen@placer.ca.gov
Renewal of SCN1063120

Payment Terms	Total Contract Amount
	500,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN106312 - see attached for pricing, terms, and conditions, and discounts. Approved by the Placer County Board of Supervisors on July 9, 2024.	10/01/2024	09/30/2025	500,000.00

Jon Manning, CPPB
Purchasing Manager

631 North Market Street Suite N, Sacramento Ca 95834

Labor Price Increase Notice

Due to wage pressure for technicians our labor rate has increased to $140 per hour Effective:

October 1, 2024

October 1, 2024

To Our Valued Customers,

Due to the State of California increasing wage pressure and industry changes our new Labor Rate will need to increase from $125.00 per hour to $140.00 per hour for work performed at a LEHR facility. Labor performed outside of a LEHR facility will be billed at $200.00 per hour. Technicians travel will be billed at $140.00 per hour.

Lehr provides specialized labor for the fabrication of first responder vehicles. Historically we have only taken four labor increases in 15 years. Wages have increased annually to allow Lehr to continue to employ certified and qualified technicians. To ensure that Lehr provides the best emergency equipment installations in the industry this increase was implemented.

If you have any questions regarding the labor increase, please reach out to:

Steve Adair

Lehr

Regional Sales Manager

631 North Market St. Suite N

Sacramento, CA 95834

Cell 916.267.5547

Fax: 916.646.6656

steve@lehrauto.com

Additional Emergency Equipment Manufatures Discounts

Manufacture	Discount of List Price
AFS	40%
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Boss	20%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Grote	20%
Hint	15%
Hybrid Power Solutions	2%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
LEHR Vehicle Solutions	30%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	20%
Pico	35%
PMT	5%
Power Products	15%
Pro-Gard	20%
Ram Mounts	15%
Ray Allen	2%
Rockland Boxes	2%
Stico	2%
Stopstick	5%
Streamlight	30%
Secure-Idle	5%
TigerTough	5%
Tomar	23%
Trucklite	67%
Tuffy	20%
Unity	38%
Weatherguard	10%
Weldex	15%
Westin	20%
Xantrex	20%
Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%
Watch Guard MSI	2%

Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:
COMPANY NAME: Stommel Inc. DBA LEHR

Mailing Address:	631 N. Market Street Suite N
City/State/Zip:	Sacramento CA 95834
Contact Person:	Steve Adair
Telephone:	916-267-5547 Cell -- 916-646-6646 Office
Email:	Steve@lehrauto.com
SIGNATURE:	_____
DATE:	_____8/22/2024_____
Title:	Regional Sales Manager

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name:	Stommel Inc
Does your company conduct business under any other name? If yes, please state:	Lehr Auto Electric
Address:	4707 Northgate Blvd Sacramento, CA 95834-1120
Contact:	Steve Adair
Email:	steve@lehrauto.com
Phone:	916-267-5547
Fax:	916-646-6656
HST#:	61-1499917

Submission Details

Created On:	Thursday August 08, 2019 16:23:20
Submitted On:	Tuesday August 13, 2019 11:55:35
Submitted By:	Steve Adair
Email:	steve@lehrauto.com
Transaction #:	bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address:	207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB 40% off	$1,750.0000	$ 26,250.00	60 10 year warranty	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71 40% OFF	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00 Change 40% OFF	$	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000 CHANGE 25% OFF	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502 11%	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA 25%	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H 30% OFF	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H 30% OFF	$131.64		12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P 30% OFF	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1 40% OFF	$29.40	$	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07 40%	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$84.99	$	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$84.99	$	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$$84.99	$	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR 40% OFF	$$66.60	$	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR 40% OFF	$66.60	$	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1 40% OFF	$10.80	$	60	Authorized Distributor	*

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC 40% OFF	$154.99	$	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC 40% OFF	$154.99	$	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E 25% OFF	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X 30% OFF	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB 35% OFF	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03 28%	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB 35%	$66.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR EOL	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK 40%	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR 40%	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446- 30%	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219 30%	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS 30%	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900 20%	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18 28%	384.48	$	60	Authorized Distributor
								Subtotal:	$ 124,020.15

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS		
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*	$140
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*	$140
					Subtotal:	$ 3,780.00		

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments	
n/a	n/a	30	NET 30	*

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	Travel $140.00 per hour Onsite work $200.00 Per hour $65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- Additional Document - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

5.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

5.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

9.0 The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence

→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

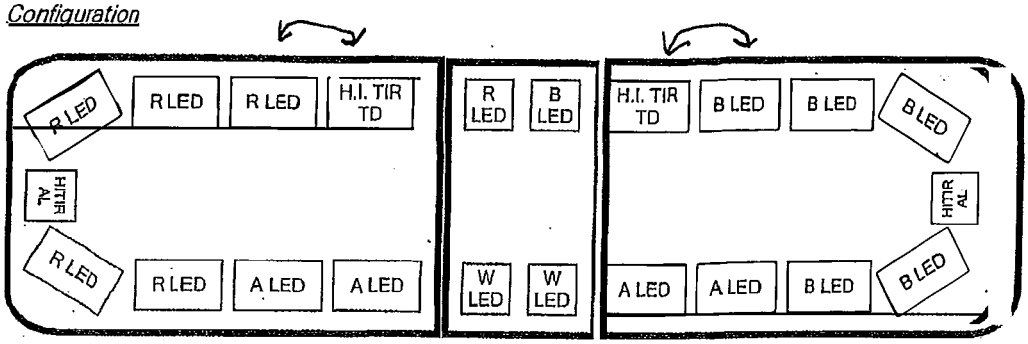
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



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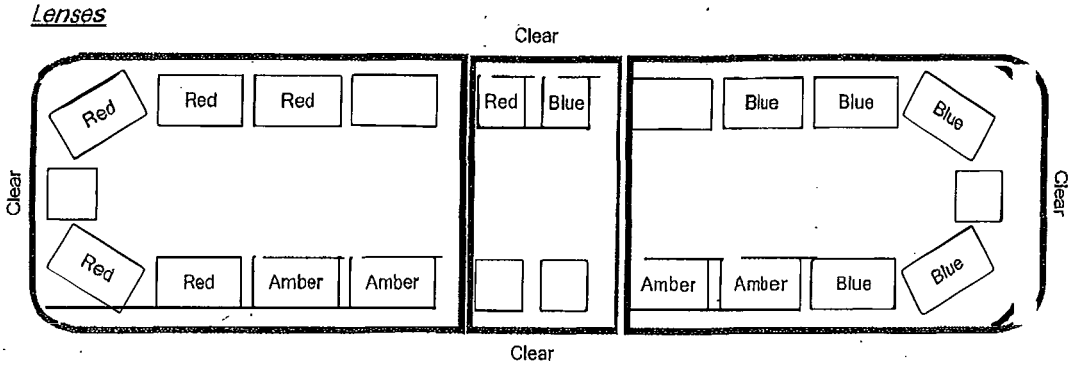

Line Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFColor [Blue]
3	ILFB	Add Color Filter ILFColor [Blue]
1	ISFB	Add Color Filter ISFColor [Blue]
1	ISFR	Add Color Filter ISFColor [Red]
3	ILFR	Add Color Filter ILFColor [Red]
2	ICFR	Add Color Filter ICFColor [Red]
4	ILFA	Add Color Filter ILFColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: https://placer.bidsandtenders.net. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: https://www.placer.ca.gov/1408/Local-Vendor-Preference

20. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES**: In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

07/25/2019

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A GENERAL SERVICES AGREEMENT WITH LEHR UPFITTERS OPCO, LLC DBA LEHR FOR ON-CALL OUTFITTING AND REPAIR SERVICES ON CITY FLEET AND EQUIPMENT IN AN AMOUNT NOT-TO-EXCEED $900,000 FOR A FIVE-YEAR TERM

The City of Livermore routinely purchases vehicles that require the installation and repair of specialized equipment to fulfill various functions. The City requires services to ensure vehicles are maintained and properly outfitted for use by City staff, including first responders in the Livermore Police Department and the Livermore Pleasanton Fire Department.

Livermore Municipal Code section 2.68.360 permits the purchase of certain goods and services through qualifying cooperative purchasing programs. Livermore Municipal Code section 2.68.370 permits the City to participate in cooperative purchasing programs if the underlying purchase was made using a quotation or bid procedure at least as restrictive as the City's.

LEHR Upfitters OpCo, LLC d/b/a LEHR (formerly known as Stommel, Inc.) ("Contractor") holds a contract with the County of Placer for emergency response vehicle supplies/equipment and installation services. The contract was procured through the County of Placer's formal solicitation procedures and permits other public agencies to "piggyback" on the County's agreement, which requires the Contractor to extend the same prices and terms to these other public agencies. The contract commenced on October 1, 2024 and terminates on September 30, 2025. This cooperative purchasing program meets the requirements of the Livermore Municipal Code.

The proposed agreement with the Contractor provides for emergency response vehicle supplies/equipment and installation services in an amount not-to-exceed $900,000. The term of the agreement will commence on May 1, 2025 and terminate on April 30, 2030. The proposed agreement includes substantively the same services and rates as those provided by the Contractor to the County of Placer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it:

1. Authorizes the City Manager, or her designee, to execute a general services agreement with LEHR Upfitters OpCo, LLC d/b/a LEHR, attached hereto as Exhibit A, for emergency response vehicle supplies/equipment and installation services, in an amount not-to-exceed $900,000 for a five-year term.

2. Authorizes the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Molly A. O'Toole*_____
Molly A. O'Toole
Assistant City Attorney

Exhibit A – General Services Agreement with LEHR Upfitters OpCo, LLC d/b/a LEHR

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EXHIBIT A

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the City of Livermore ("City"), a municipal corporation, and LEHR Upfitters OpCo, LLC d/b/a LEHR ("Contractor"), a Delaware limited liability company with the California Secretary of State entity number 2855852.

RECITALS

City requires services to provide and install equipment on City vehicles, and troubleshoot and repair vehicles, parts, and related software.

Contractor warrants it possesses the distinct skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges City has relied upon these warranties to retain Contractor.

AGREEMENT

NOW, THEREFORE, City and Contractor hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. Retention as Contractor. City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Contractor and its employees are not City officers or employees. Contractor is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Contractor shall provide services to provide and install equipment on City vehicles, and troubleshoot and repair vehicles, parts, and related software as more particularly set forth in Exhibit "A" (collectively "the Services").

4. Contractor's Responsibilities. Contractor shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

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(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Contractor to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Contractor and the Services;

(f) Coordinate the Services with Scott Kooreman-Public Works Supervisor-Fleet ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Contractor shall correct, at its own expense, all errors in the Services. Should Contractor fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor;

(l) If applicable, Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Contractor shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

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(m) Contractor's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $900,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

(b) City shall pay Contractor no later than 30 days after City receives a written invoice from Contractor and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on May 1, 2025, and terminates upon the completion of the Services or April 1, 2030, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Contractor for City under this Agreement are works made for hire, and Contractor shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Contractor agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Contractor to City and Contractor obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's employees who require access to the information to perform the Services. This obligation shall survive

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termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the services contemplated by this Agreement, or in connection with Contractor's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of Contractor's inability to evaluate Liability or because Contractor evaluates Liability and determines that Contractor is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Contractor must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Contractor's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Contractor's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Contractor shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Contractor's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Contractor for, the Services does not release Contractor from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Contractor's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any

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financial interest in any part of Contractor's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Contractor shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Contractors' financial interest. While it is Contractor's sole responsibility to evaluate its conflicts of interest, the Contractor nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other Contractors to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Contractor shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Contractor must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Scott Kooreman-Public Works Supervisor-Fleet
City of Livermore
3500 Robertson Park Road
Livermore, California 94550

TO CONTRACTOR: Attention: Forrest Fleming
Stommel, Inc., DBA Lehr
661 Garcia Avenue
Pittsburg, CA 94565

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Attachment List on the Next Page

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONTRACTOR: **Dated:**

DocuSigned by:
Jim Stommel
9739972A7741412...

3/26/2025 | 9:55 PM EDT

By: Jim Stommel
Title: President

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly O'Toole
8C094721F53540F...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...
Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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Exhibit A
Scope of Work/Pricing Sheet

Services

LEHR Upfitters OpCo, LLC d/b/a LEHR ("Contractor") shall provide all necessary labor, materials, supplies, and equipment to complete the following work tasks:

1. Provide on-call installation services of after-market emergency equipment and accessory installations on public safety vehicles.

2. Provide on-call troubleshooting and repairs to vehicles, parts, and applicable software that is malfunctioning.

Equipment and repair services that will be typically requested, but not limited to, will be:

- Emergency lighting
- Siren and light control devices
- External communications antennas
- Vehicle hardware (push bumper)
- Investigative data platforms (automatic license plate readers)
- Storage systems
- Weapon control systems
- Cages
- Computer docking hardware
- Electrical systems
- Automatic door releases
- Communication systems

Terms

This agreement does not obligate City to any particular amount of work to be completed by Contractor.

All vehicle outfitting must comply with Department of Transportation, National Highway Traffic Safety Administration, California Vehicle Code, California Code of Regulations Title 13 and Code of Federal Regulations Title 49.

City reserves the right to halt work at any time for noncompliance with this agreement, or unsafe work conditions or practices.

Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.

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Contractor shall warranty all work for a minimum of ninety-days after the completion of the work. Any work required to remedy problems with installation or materials shall be at the sole cost of the Contractor within this ninety-day period.

Install all designated items identified in scope into vehicles as directed by the Project Manager.

Project Manager will inspect all transferred/installed equipment and accessories for functionality and proper operations.

AII installations shall be completed within five (5) business days, unless delays are previously made known and approved in writing by the Project Manager

Conditions of Work

1. This agreement does not obligate City to any particular amount of work to be completed by Contractor.
2. All employees of Contractor shall wear uniforms clearly identifying them as employees of the Contractor at all times while on City premises for the purpose of completing work.
3. City reserves the right to halt work at any time for noncompliance with this agreement, or unsafe work conditions or practices.
4. Contractor shall respond to work requests by City within 24 hours.
5. Work may be required at any City-owned or operated facility within the City of Livermore.
6. Contractor shall warranty all work for a minimum of ninety days after the completion of the work. Any work required to remedy problems with installation or materials shall be at the sole cost of Contractor within this ninety-day period.
7. Standard working hours are defined as Monday through Friday from 7:00 AM to 4:00 PM. All other hours are considered overtime.

Compensation

1. Labor rates and equipment/parts pricing is listed on the following pages.
2. Starting on May 1, 2026, the hourly rates specified above may be increased once every twelve months, provided that the monthly rates are not increased by more than the percentage increase in the Consumer Price Index for all Urban Consumers (“CPI-U”) in the San Francisco-Oakland-Hayward, California area from the prior calendar year’s CPI-U rate in December.
3. City shall only compensate Contractor for labor during overtime hours when overtime is approved in writing in advance by the Project Manager.
4. Pricing includes all labor costs, taxes, and other charges except for the parts/equipment list. The equipment/parts list includes the pre-tax costs.
5. Contractor shall notify the Project Manager of any changes or updates to the manufacturer’s published catalog/list prices that occur during the term of the agreement in writing.
6. City shall not compensate Contractor for parts procurement time.

7. City will not compensate Contractor for work done in advance of Project Manager approval.
8. City shall not compensate Contractor for any purchase of equipment or parts unless approved in advance by the Project Manager. City shall not compensate Contractor for purchase of any tools or tasks not identified in the scope of work.
9. Contractor must provide receipts or invoices for all parts/materials used in the services to verify parts/materials pricing only upon request by City.
10. Contractor shall deliver all invoices via email to maintenance-request@livermoreca.gov.

Labor Rates (Hourly)

Position Description:	**Hourly Rate at LEHR Facility**	**Hourly Rate outside a LEHR Facility**
Laborer:	$140.00	$200.00

Travel time to be billed at $140.00 per hour.

Equipment/Parts List
Pricing for equipment and parts are based on manufacturer's discounts on material listed on the following page.

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EXHIBIT A

Additional Emergency Equipment Manufacturer's Discounts

Manufacture	Discount of List Price
AFS	40%
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Boss	20%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Grote	20%
Hint	15%
Hybrid Power Solutions	2%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
LEHR Vehicle Solutions	30%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	20%
Pico	35%
PMT	5%
Power Products	15%
Pro-Gard	20%
Ram Mounts	15%
Ray Allen	2%
Rockland Boxes	2%
Stico	2%
Stopstick	5%
Streamlight	30%
Secure-Idle	5%
TigerTough	5%
Tomar	23%
Trucklite	67%
Tuffy	20%
Unity	38%
Weatherguard	10%
Weldex	15%
Westin	20%
Xantrex	20%
Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%
Watch Guard MSI	2%

Exhibit A

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB 40% off	$1,750.0000	$ 26,250.00	60 10 year warranty	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71 40% OFF	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00 Change 40% OFF	$	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000 CHANGE 25% OFF	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502 11%	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA 25%	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H 30% OFF	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H 30% OFF	$131.64		12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P 30% OFF	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1 40% OFF	$29.40	$	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07 40%	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$84.99	$	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$84.99	$	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$$84.99	$	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR 40% OFF	$$66.60	$	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR 40% OFF	$66.60	$	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1 40% OFF	$10.80	$	60	Authorized Distributor	*

EXHIBIT A

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC 40% OFF	$154.99	$	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC 40% OFF	$154.99	$	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E 25% OFF	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X 30% OFF	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB 35% OFF	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03 28%	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB 35%	$66.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR EOL	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK 40%	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR 40%	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446- 30%	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219 30%	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS 30%	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900 20%	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18 28%	384.48	$	60	Authorized Distributor
								Subtotal:	$ 124,020.15

EXHIBIT A

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS		
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*	$140
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*	$140
						Subtotal:	$ 3,780.00	

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments	
n/a	n/a	30	NET 30	*

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $2,000,000 per occurrence/**$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Garage Keepers:
   $500,000 per occurrence.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

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2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.10**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Resolution authorizing the City Manager to execute an agreement with the Alameda County Fire Department for equipment and installation of Phoenix G2 alerting system at City fire stations 6, 7, 8, 9, and 10 in a total amount not-to-exceed $689,432.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with the Alameda County Fire Department for equipment and installation of Phoenix G2 Alerting System at City fire stations 6, 7, 8, 9, and 10 in a total amount not-to- exceed $689,432.

SUMMARY

The Livermore-Pleasanton Fire Department (LPFD) seeks City Council approval to execute an agreement between the City and Alameda County Fire Department for $689,432 for the purchase and installation of a new Phoenix G2 Alerting Station System, which will replace the current station alerting system at fire stations 6, 7, 8, 9, and 10 and will enable the Fire Department to continue to receive calls dispatched from Alameda County Regional Emergency Communications Center (ACRECC).

DISCUSSION

The LPFD has contracted with ACRECC for dispatch services since 2008, with the current contract expiring on June 30, 2027. All fire agencies dispatched by ACRECC utilize a common station alerting platform. ACRECC and LPFD currently utilize a Locution-based station alerting system that has exceeded its lifespan and is no longer supported. The Alameda County Fire Department (ACFD) has worked with the ACRECC consortium operations committee to determine the most appropriate station alerting system to replace the existing outdated system. The committee recommended moving forward with Phoenix G2 Station Alerting, which the ACRECC Advisory Board approved at its November 16, 2022, meeting. The LPFD has been collaborating with ACRECC on this project with members of the Advisory Board.

The new system includes improvements to dispatched alerting times and will enable the LPFD to maintain National Fire Protection Association standards. LPFD will partner with the Information

Technology Services Department and Maintenance Operations Department staff to install the Phoenix G2 System in the City's five fire stations. The system includes a mobile app, communications dashboard, displays, audible alerting, scrolling messaging, LED indicator lighting, software, and hardware. Installation and maintenance are included in the recommended agreement.

Alameda County Fire Department followed the procurement process below:

DATE	ACTION	OUTCOME
2/28/23	Components and Testing	Honeywell/USDD awarded contract for components and testing
3/7/24	RFP 24-01 release date	
4/24/24	RFP 24-01 bids received	1 bidder (high)
6/18/24	RFP 24-01 bid rejected	Bid rejected by Board of Directors
6/26/24	RFP 24-01.1 released	
8/7/24	RFP 24-01.1 bids received	1 bidder (high)
9/17/24	RFP 24-01.1 bid rejected	Bid rejected by Board of Directors
12/17/24	1st amendment, competitive waiver and resolution	Approved by Board of Directors

FISCAL AND ADMINISTRATIVE IMPACTS

This project's funding is included in the LPFD JPA Equipment Replacement Fund adopted for FY2024-25. The total cost includes a 10% contingency for unanticipated costs.

COMMUNITY PILLARS

1: A Safe Community That Thrives
5: A City That Works

GOALS

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions
14: Develop and maintain the City's infrastructure, facilities, and property

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Gina Eleccion
Business Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALAMEDA COUNTY FIRE DEPARTMENT FOR EQUIPMENT AND INSTALLATION OF PHOENIX G2 ALERTING SYSTEM AT CITY FIRE STATIONS 6, 7, 8, 9, AND 10 IN A TOTAL AMOUNT NOT TO EXCEED $689,432

The Livermore-Pleasanton Fire Department (LPFD) has contracted with the Alameda County Regional Emergency Communications Center (ACRECC) for dispatch services since 2008 and recently renewed that agreement through June 30, 2027.

ACRECC provides administration and operation of the ACRECC dispatch center. ACRECC currently dispatches fire emergency calls using a software program called Locution, which was installed approximately twenty years ago. This software and the alerting system have surpassed their useful life expectancy.

The replacement Locution system is budgeted in the LPFD JPA Equipment Replacement Fund.

The Alameda County Fire Department has procured equipment and installation services through Honeywell International, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it authorizes the City Manager to execute an agreement with Alameda County Fire Department, attached hereto as Exhibit A, for equipment and installation of Phoenix G2 Alerting System at City fire stations 6, 7, 8, 9, and 10 in an amount not to exceed 689,432.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Daniel Gonzales*_____
Daniel Gonzales
Deputy City Attorney

Exhibit A –Agreement between City of Livermore and Alameda County Fire Department

RESOLUTION NO. _____

COOPERATIVE AGREEMENT

BETWEEN

THE CITY OF LIVERMORE

AND

ALAMEDA COUNTY FIRE DEPARTMENT

Fire Station Alerting System

This Cooperative Agreement (Agreement) is entered into this _____ day of _____, 2025, by and between the Alameda County Fire Department ("ACFD"), a dependent fire protection district governed by the Alameda County Board of Supervisors as its Board of Directors and the City of Livermore, hereinafter referred to as "City," collectively hereinafter referred to as "Parties," for the Installation of the Phoenix G2 Station Alerting System by Honeywell (Alerting System) at the City's fire stations, hereinafter referred to as "Project."

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. **WHEREAS,** the Parties have entered into an agreement for the provision of Regional Emergency Communications Center and Fire Dispatch Services (Services Contract) dated June 30, 2022, pursuant to which ACFD provides emergency fire and medical dispatch services within the incorporated limits of the City, at City cost; and

B. **WHEREAS,** under the Services Contract, ACFD shall operate and maintain a Computer-Aided Dispatch system that is capable of alerting City fire stations of new incidents by voice and radio announcement; and

C. **WHEREAS**, the Parties wish to enter into this Agreement for the Project; and

D. **WHEREAS,** the Project consists of all aspects of the procurement and installation of the Alerting System at each City fire station location (see attached list of components broken out by station in Attachment A) including receiving manufacturer certification of the Alerting System; and

E. **WHEREAS**, the Project involves pulling ethernet cables (with labels) within each of the City's fire stations (see attached floor plan layout for each station in Attachment B), accompanying electrical work as required by the system manufacturer, installation of the alerting system speakers and lights, wall/ceiling patchwork, and other associated work as needed; and

F. **WHEREAS,** the Project, including the Project budget, has been reviewed and approved by the City's representative under the Services Contract; and

G. **WHEREAS,** ACFD has entered into a contract for the Project with Honeywell International Inc. ("Honeywell") dated October 4, 2023, as amended, for station alerting systems, design, installation, and training ("Honeywell Contract") and will provide an ACFD Project Manager to oversee and coordinate the work with the City; and

H. **WHEREAS**, Livermore Pleasanton Fire Department Joint Powers Authority ("LPFD") provided ACFD with recommendations and direction for the Project; and

I. **WHEREAS,** LPFD and ACFD have identified efficiencies to be gained from using ACFD's contractor to complete the Project; and

J. **WHEREAS,** the Parties agree that SIX HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS AND FIFTY-FOUR CENTS ($626,756.54) represents the Project cost without contingency, as detailed in Attachment A. The Project covers installation work to be performed at the following City fire stations:

Fire Station 6 – 4550 East Ave, Livermore, CA 94550

Fire Station 7 – 951 Rincon Ave., Livermore, CA 94550

Fire Station 8 – 5750 Scenic Ave., Livermore, CA 94550

Fire Station 9 – 1919 Cordoba St., Livermore, CA 94550

Fire Station 10 – 330 Airway Blvd., Livermore, CA 94556

The wiring diagrams for the Project are detailed in Attachment B; and

K. **WHEREAS,** the Parties agree that a ten percent (10%) contingency of SIXTY-TWO THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND SIXTY-FIVE CENTS ($62,675.65) is reasonable and appropriate, bringing the total Project cost covered by this Agreement to SIX HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS AND NINETEEN CENTS ($689,432.19) (the "Not-to-Exceed Amount"); and,

L. **WHEREAS,** City will reimburse ACFD up to the Not-to-Exceed Amount specified in this Agreement; and

M. **WHEREAS,** City will seek any needed approval for allocation of additional funding if ACFD's actual costs incurred for the Project are anticipated to exceed the Not-to-Exceed Amount; and

N. **WHEREAS,** the City acknowledges that successful completion of the Project will require City cooperation, including timely responses; and

O. **WHEREAS**, the City Council of the City of Livermore can authorize the City Manager or their designee to enter into Agreements with governmental entities.

NOW THEREFORE, THE PARTIES TO THIS AGREEMENT COVENANT AND AGREE AS FOLLOWS:

TERMS

ACFD shall:

1. Enter into and maintain a contract for completion of the Project.
2. Carry out the Project in accordance with the recommendations and direction provided by LPFD.
3. Track costs incurred due to the Project ("Costs").
   a. Send itemized invoices to the City in a timely manner for the Costs incurred.
   b. If Costs are anticipated to exceed the Not-to-Exceed Amount, ACFD will inform the City, and ACFD shall place the Project on hold until additional funding is approved by the City Council. Any costs that result from placing the Project on hold shall be borne by the City, however, ACFD shall take reasonable steps to mitigate such costs.

City shall:

1. Identify a Project Manager who will coordinate the Project who has sufficient authority to act on behalf of the City with respect to the Project.
2. Provide timely support to ACFD in implementing the recommendations and directions provided by LPFD for the Project. Such support shall include, but not be limited to:
   a. Providing and facilitating unobstructed access to each City fire station;
   b. Coordinating the participation of any needed City or LPFD staff as required to respond to Project needs;
   c. Providing review and responses to any requests for information, change orders, or notices within 2 business days or on a mutually-agreeable timeline;
   d. Participating in meetings, including any walk-throughs, and identifying items needed for project closeout, including any punch list items;
   e. Securing any required City approvals needed to complete the Project, including, but not limited to, approvals by planning staff, environmental staff, building official, public works director, construction manager, City Council, or City Manager.

3. Reimburse ACFD within forty-five (45) calendar days of receipt of ACFD's written invoice for Costs incurred, in an amount not-to-exceed the Not-to-Exceed Amount.
4. If Costs are anticipated to exceed the Not-to-Exceed Amount, seek any needed approval for allocation of additional funding in a timely manner to avoid additional costs and timely complete the Project. If additional funding is not available to complete the Project, ACFD shall put the Project on hold. City shall be responsible for any costs that result from placing the Project on hold, however, ACFD shall take reasonable steps to mitigate such costs.
5. Upon completion of the Project, assume ownership and responsibility for the components of the Alerting System, including maintenance, provided, however, that the Parties may separately agree that ACFD will maintain the Alerting System, such as through the Services Contract.

LEGAL STATUS OF THIS AGREEMENT

Nothing in this Agreement shall be considered to establish a partnership or any other joint venture between the Parties, or a joint powers agreement under the California Government Code.

NO PLEDGING OF CREDIT

Under no circumstances shall ACFD have the authority or power to pledge the credit of the City or the LPFD or incur obligation(s) in the name of the City or the LPFD.

NO THIRD-PARTY BENEFICIARY

Except with respect to the LPFD, this Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any causes whatsoever.

NOTICES

Notices under this Agreement, including, without limitation, notices regarding proposed changes to this Agreement, are to be sent via U.S. Mail to the addresses below:

TO CITY:

City of Livermore, Public Works
1052 South Livermore Ave.
Livermore, CA 94550
Attn: Jason Calkins, Maintenance Works Supervisor

TO LPFD:

Livermore-Pleasanton Fire Department
3560 Nevada St
Pleasanton, CA 94566
Attn: Aaron Lacey, Deputy Chief

TO ACFD:

Alameda County Fire Department
6363 Clark Ave
Dublin, CA 94568
Attn: Eric Moore, Deputy Chief

WAIVER

The Parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any subsequent breach or violation of the same or any other term, condition or covenant. To be effective, a waiver must be in writing and signed by the non-breaching party. Failure to insist upon the strict performance of any term or condition in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition.

AMENDMENTS

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

SEVERABILITY CLAUSE

In any case one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

INDEMNIFICATION

To the fullest extent permitted by law, ACFD agrees to indemnify, defend, and hold harmless the City, the LPFD, and each of their councils, boards, commissions, elected and appointed officials, officers, directors, representatives, predecessors, successors, assignees, departments, employees, agents, volunteers, and all persons acting by, through, under, or in concert with any of them, and each of them ("Indemnitees") from and against loss, damages, liability, claims,

suits, costs and expenses, arising from or in any manner connected to ACFD's negligent or willful misconduct regarding performance of services or work conducted or performed pursuant to this Agreement.

To the fullest extent permitted by law, the City agrees to defend, indemnify, and hold harmless the Alameda County Fire Department, the County of Alameda, their governing bodies, their predecessors, successors, assignees, agents, departments, officials, representatives, employees and all persons acting by, through, under or in concert with any of them, and each of them (collectively "ACFD Indemnitees") from and against loss, damages, liability, claims, suits, costs and expenses, arising from or in any manner connected to the City's negligent or willful misconduct regarding performance of services or work conducted or performed pursuant to this Agreement.

The indemnity obligations in this section shall survive the expiration or earlier termination of this Agreement.

INSURANCE

The Parties shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Attachment "C" against claims that may arise from or in connection with this Agreement and the performance of the services contemplated thereby. ACFD shall also ensure that the City and the LPFD are listed as additional insureds on policies of insurance obtained by Honeywell and its subcontractors pursuant to the Honeywell Contract.

TERM

The term of this Agreement shall be effective when this Agreement is fully executed by all parties, and this Agreement shall terminate when all the obligations for each party have been fulfilled.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

CAPTIONS

The captions of the various sections, paragraphs, and subparagraphs of this Agreement are for convenience only and shall neither be considered nor referred to for resolving questions of interpretation.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the effective date, which is the date first written above.

ALAMEDA COUNTY FIRE DEPARTMENT

By:

_____
David Haubert
President, Board of Directors

Date: _____

Approved as to form:
Donna R. Ziegler, County Counsel

By: _____
Kathy Lee
Deputy County Counsel

CITY OF LIVERMORE

By:

_____
Marianna A. Burch
City Manager

Date:_____

Approved as to form:

By: _____
Daniel Gonzales
Deputy City Attorney

Attest:

By: _____

By signing above, the signatories warrant and represent that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement

ATTACHMENT A
List of Components at each Station

EXHIBIT A

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

DATE: **11/15/2024**
Expires: **2/13/2025**

Quote SUBMITTED TO:
ALAMEDA COUNTY, CA
Alameda County Fire Departments

REF PROPOSAL
CA_ALCO002 v2

STATION-LEVEL

LIVERMORE FS06

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_LVMR.ALL_STATIONS.2024.2.20pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**No Charge**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 889.20**	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 67.50**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	1	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP3a	Ea	USDD	2	**G2 HDTV REMOTE** Module	**TVR**	$ 1,121.50	**$ 1,009.35**	**$ 2,018.70**	
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 227.70**	
SP7	Ea	USDD	1	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 1,372.50**	
SP10a	Ea	USDD	7	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 13,652.10**	
SP11a	Ea	USDD	20	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 6,732.00**	
SP12a	Ea	USDD	1	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 945.00**	
SP14	Ea	USDD	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	**$ 336.38**	**$ 672.75**	
SP15	Ea	USDD	1	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	

SP17	Ea	USDD	2	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 2,040.00	$ 1,836.00	$ 3,672.00	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	**Station Installation by: Tech Electric, Bob McCabe; Bobm@tech-electric.com**	**ST-INST**	$ 56,616.20	$ 50,954.58	$ 50,954.58	
SS3	Ea	USDD	1	**Station Configuration & Start-Up**	**ST-SU**	$ 1,666.67	$ 1,500.00	$ 1,500.00	
SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 14,899.00	$ 13,409.10	$ 13,409.10	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 333.33	$ 300.00	$ 300.00	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 44.44	$ 40.00	$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 5,959.60	$ 5,363.64	No Charge	
SW2	YR	USDD	1.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 5,959.60	$ 5,363.64	$ 5,363.64	

LIVERMORE FS06		
	System:	**$ 119,840.08**
	Shipping:	**$ 1,000.00**
	Warranty & Support:	**$ 5,363.64**
	Estimated Taxes:	**$ 5,497.73**
	STATION SUBTOTAL:	**$ 131,701.45**

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

DATE: **11/15/2024**
Expires: **2/13/2025**

Quote SUBMITTED TO:
ALAMEDA COUNTY, CA
Alameda County Fire Departments

REF PROPOSAL
CA_ALCO002 v2 **STATION-LEVEL**

LIVERMORE FS07

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_LVMR.ALL_STATIONS.2024.2.20pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	**24**	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**No Charge**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	**1**	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC4a	Ea	TBD	**1**	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 889.20**	
SC4b	Ea	TBD	**1**	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 67.50**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	**1**	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP3a	Ea	USDD	**2**	**G2 HDTV REMOTE** Module	**TVR**	$ 1,121.50	**$ 1,009.35**	**$ 2,018.70**	
SP6	Ea	USDD	**3**	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 341.55**	
SP7	Ea	USDD	**1**	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 1,372.50**	
SP8b	Ea	USDD	**2**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 2,268.00**	
SP9b	Ea	USDD	**1**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 67.50**	
SP9d	Ea	TBD	**1**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 351.00**	
SP10a	Ea	USDD	**8**	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 15,602.40**	
SP11a	Ea	USDD	**20**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 6,732.00**	

SP12a	Ea	USDD	1	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 945.00**	
SP15	Ea	USDD	1	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	**Station Installation by: Tech Electric, Bob McCabe; Bobm@tech-electric.com**	**ST-INST**	$ 57,044.65	**$ 51,340.19**	**$ 51,340.19**	
SS3	Ea	USDD	1	**Station Configuration & Start-Up**	**ST-SU**	$ 1,666.67	**$ 1,500.00**	**$ 1,500.00**	
SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 15,011.75	**$ 13,510.58**	**$ 13,510.58**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 333.33	**$ 300.00**	**$ 300.00**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 44.44	**$ 40.00**	**$ 40.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 6,004.70	**$ 5,404.23**	**No Charge**	
SW2	YR	USDD	1.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 6,004.70	**$ 5,404.23**	**$ 5,404.23**	

LIVERMORE FS07		
	System:	**$ 120,733.06**
	Shipping:	**$ 1,045.00**
	Warranty & Support:	**$ 5,404.23**
	Estimated Taxes:	**$ 5,539.34**
	STATION SUBTOTAL:	**$ 132,721.63**

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

DATE: **11/15/2024**
Expires: **2/13/2025**

Quote SUBMITTED TO:
ALAMEDA COUNTY, CA
Alameda County Fire Departments

REF PROPOSAL
CA_ALCO002 v2 **STATION-LEVEL**

LIVERMORE FS08

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_LVMR.ALL_STATIONS.2024.2.20pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	**24**	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**No Charge**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	**1**	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC4a	Ea	TBD	**1**	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 889.20**	
SC4b	Ea	TBD	**1**	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 67.50**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	**1**	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP3a	Ea	USDD	**2**	**G2 HDTV REMOTE** Module	**TVR**	$ 1,121.50	**$ 1,009.35**	**$ 2,018.70**	
SP6	Ea	USDD	**2**	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 227.70**	
SP7	Ea	USDD	**1**	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 1,372.50**	
SP8b	Ea	USDD	**2**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 2,268.00**	
SP9b	Ea	USDD	**1**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 67.50**	
SP9d	Ea	TBD	**1**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 351.00**	
SP10a	Ea	USDD	**5**	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 9,751.50**	
SP11a	Ea	USDD	**16**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 5,385.60**	

SP12a	Ea	USDD	1	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 945.00**	
SP14	Ea	USDD	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	**$ 336.38**	**$ 672.75**	
SP15	Ea	USDD	1	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	
SP17	Ea	USDD	2	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 2,040.00	**$ 1,836.00**	**$ 3,672.00**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	**Station Installation by: Tech Electric, Bob McCabe; Bobm@tech-electric.com**	**ST-INST**	$ 53,913.45	**$ 48,522.11**	**$ 48,522.11**	
SS3	Ea	USDD	1	**Station Configuration & Start-Up**	**ST-SU**	$ 1,666.67	**$ 1,500.00**	**$ 1,500.00**	
SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 14,187.75	**$ 12,768.98**	**$ 12,768.98**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 333.33	**$ 300.00**	**$ 300.00**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 44.44	**$ 40.00**	**$ 40.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 5,675.10	**$ 5,107.59**	**No Charge**	
SW2	YR	USDD	1.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 5,675.10	**$ 5,107.59**	**$ 5,107.59**	

LIVERMORE FS08		
	System:	**$ 114,206.98**
	Shipping:	**$ 977.00**
	Warranty & Support:	**$ 5,107.59**
	Estimated Taxes:	**$ 5,235.28**
	STATION SUBTOTAL:	**$ 125,526.85**

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

DATE: **11/15/2024**
Expires: **2/13/2025**

Quote SUBMITTED TO:
ALAMEDA COUNTY, CA
Alameda County Fire Departments

REF PROPOSAL
CA_ALCO002 v2

STATION-LEVEL

LIVERMORE FS09

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_LVMR.ALL_STATIONS.2024.2.20pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**No Charge**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 889.20**	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 67.50**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	1	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP3a	Ea	USDD	2	**G2 HDTV REMOTE** Module	**TVR**	$ 1,121.50	**$ 1,009.35**	**$ 2,018.70**	
SP6	Ea	USDD	3	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 341.55**	
SP7	Ea	USDD	1	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 1,372.50**	
SP8b	Ea	USDD	2	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 2,268.00**	
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 67.50**	
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 351.00**	
SP10a	Ea	USDD	5	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 9,751.50**	
SP11a	Ea	USDD	19	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 6,395.40**	

SP12a	Ea	USDD	1	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 945.00**	
SP14	Ea	USDD	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	**$ 336.38**	**$ 672.75**	
SP15	Ea	USDD	1	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	
SP17	Ea	USDD	1	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 2,040.00	**$ 1,836.00**	**$ 1,836.00**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	**Station Installation by: Tech Electric, Bob McCabe; Bobm@tech-electric.com**	**ST-INST**	$ 53,161.53	**$ 47,845.37**	**$ 47,845.37**	
SS3	Ea	USDD	1	**Station Configuration & Start-Up**	**ST-SU**	$ 1,666.67	**$ 1,500.00**	**$ 1,500.00**	
SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 13,989.88	**$ 12,590.89**	**$ 12,590.89**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 333.33	**$ 300.00**	**$ 300.00**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 44.44	**$ 40.00**	**$ 40.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 5,595.95	**$ 5,036.36**	**No Charge**	
SW2	YR	USDD	1.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 5,595.95	**$ 5,036.36**	**$ 5,036.36**	

LIVERMORE FS09		
	System:	**$ 112,639.81**
	Shipping:	**$ 1,022.00**
	Warranty & Support:	**$ 5,036.36**
	Estimated Taxes:	**$ 5,162.26**
	STATION SUBTOTAL:	**$ 123,860.43**

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

DATE: **11/15/2024**
Expires: **2/13/2025**

Quote SUBMITTED TO:
ALAMEDA COUNTY, CA
Alameda County Fire Departments

REF PROPOSAL
CA_ALCO002 v2 **STATION-LEVEL**

LIVERMORE FS10

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_LVMR.ALL_STATIONS.2024.2.20pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	**24**	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**No Charge**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	**1**	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC4a	Ea	TBD	**1**	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 889.20**	
SC4b	Ea	TBD	**1**	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 67.50**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	**1**	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP3a	Ea	USDD	**2**	**G2 HDTV REMOTE** Module	**TVR**	$ 1,121.50	**$ 1,009.35**	**$ 2,018.70**	
SP6	Ea	USDD	**2**	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 227.70**	
SP7	Ea	USDD	**1**	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 1,372.50**	
SP8b	Ea	USDD	**2**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 2,268.00**	
SP9b	Ea	USDD	**1**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 67.50**	
SP9d	Ea	TBD	**1**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 351.00**	
SP10a	Ea	USDD	**4**	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 7,801.20**	
SP11a	Ea	USDD	**12**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 4,039.20**	

SP12a	Ea	USDD	1	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 945.00**	
SP14	Ea	USDD	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	**$ 336.38**	**$ 336.38**	
SP15	Ea	USDD	1	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	
SP17	Ea	USDD	1	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 2,040.00	**$ 1,836.00**	**$ 1,836.00**	

STATION SYSTEM SERVICES

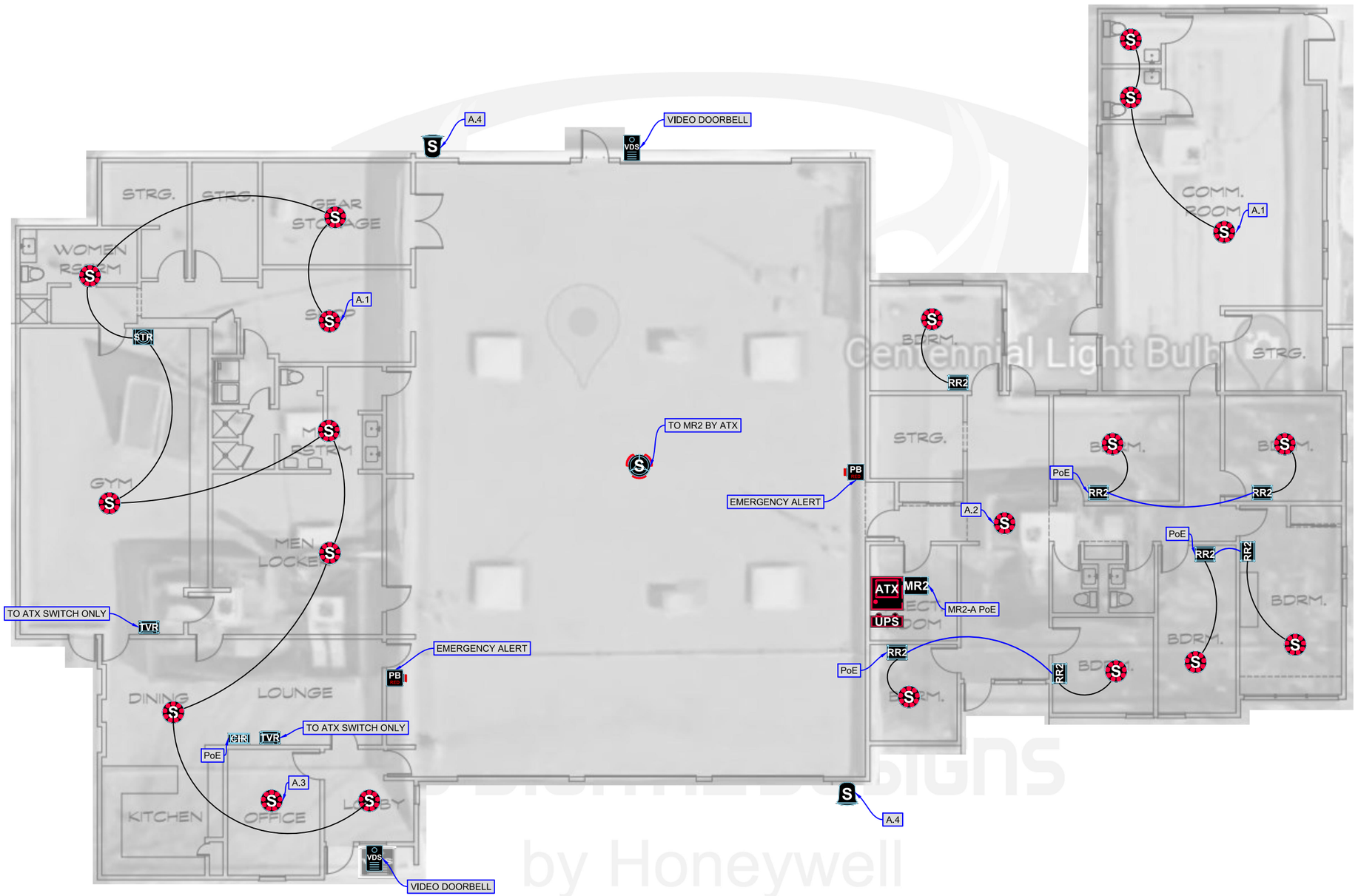
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	**Station Installation by: Tech Electric, Bob McCabe; Bobm@tech-electric.com**	**ST-INST**	$ 48,140.54	**$ 43,326.48**	**$ 43,326.48**	
SS3	Ea	USDD	1	**Station Configuration & Start-Up**	**ST-SU**	$ 1,666.67	**$ 1,500.00**	**$ 1,500.00**	
SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 12,668.56	**$ 11,401.71**	**$ 11,401.71**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 333.33	**$ 300.00**	**$ 300.00**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 44.44	**$ 40.00**	**$ 40.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 5,067.43	**$ 4,560.68**	**No Charge**	
SW2	YR	USDD	1.0	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 5,067.43	**$ 4,560.68**	**$ 4,560.68**	

LIVERMORE FS10		
	System:	**$ 102,175.02**
	Shipping:	**$ 858.00**
	Warranty & Support:	**$ 4,560.68**
	Estimated Taxes:	**$ 4,674.70**
	STATION SUBTOTAL:	**$ 112,268.40**

ATTACHMENT B
Station Layouts



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 COLOR INDICATOR REMOTE
2	G2 HDTV REMOTE
20	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 MESSAGE REMOTE 2
1	G2 OMNISTROBE SPEAKER
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
2	PUSH BUTTON (RED)
7	ROOM REMOTE 2 (RR-2)
2	SPEAKER WEATHER-PROOF
2	VIDEO DOOR STATION

EXHIBIT A

US DIGITAL DESIGNS by Honeywell

POE PORTS REQUIRED ON ATX	
Count	Name
5	G2 PoE PORT REQUIRED

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
GTR	G2 COLOR INDICATOR REMOTE
PB RED	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

INSTALLER NOTES:

1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURBISHED HOUSE AUDIO SYSTEM (AMP). (IF APPLICABLE)
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

PoE = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12

A.n = G2 ATX Amplifier 1...4 | **EA.n** = G2 External Amplifier 1...n | **CH.n** = G2 Message Remote 2 Channel 1 or 2

NOTES:

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURBISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION WHICH IS THE EXCLUSIVE PROPERTY OF US DIGITAL DESIGNS, INC. REPRODUCTION, DISTRIBUTION OR USE BY OTHERS, IN WHOLE OR IN PART, IS NOT PERMITTED WITHOUT THE WRITTEN AUTHORIZATION FROM US DIGITAL DESIGNS, INC.

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

project: LIVERMORE-PLEASANTON FIRE DEPT, CA (ALAMEDA COUNTY)

building: LAPFS06

address: 4550 EAST AVE LIVERMORE, CA

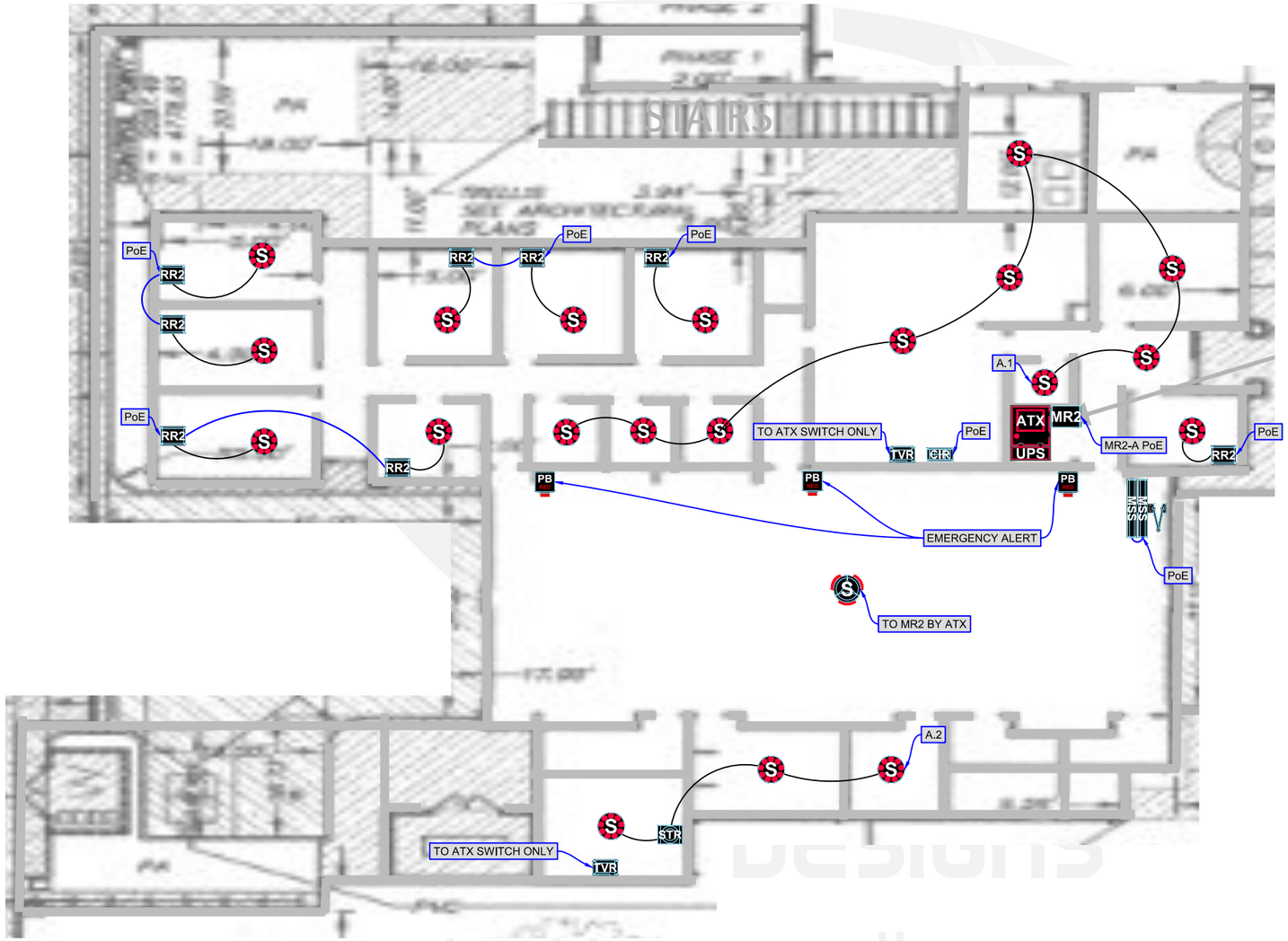
filename: USDD.CA_LVMR.FS06.FSA-AZ17LTG5L30J3.DWG

date: 2/20/2024 - 12:48PM | design by: DWK

EXHIBIT A

US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 COLOR INDICATOR REMOTE
2	G2 HDTV REMOTE
20	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 MESSAGE REMOTE 2
2	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 OMNISTROBE SPEAKER
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	MS-MNT-ART-L
3	PUSH BUTTON (RED)
8	ROOM REMOTE 2 (RR-2)

POE PORTS REQUIRED ON ATX	
Count	Name
8	G2 PoE PORT REQUIRED



SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
CIR	G2 COLOR INDICATOR REMOTE
PB RED	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VD VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

INSTALLER NOTES:

1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURBISHED HOUSE AUDIO SYSTEM (AMP). (IF APPLICABLE)
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

PoE = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12

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NOTES:

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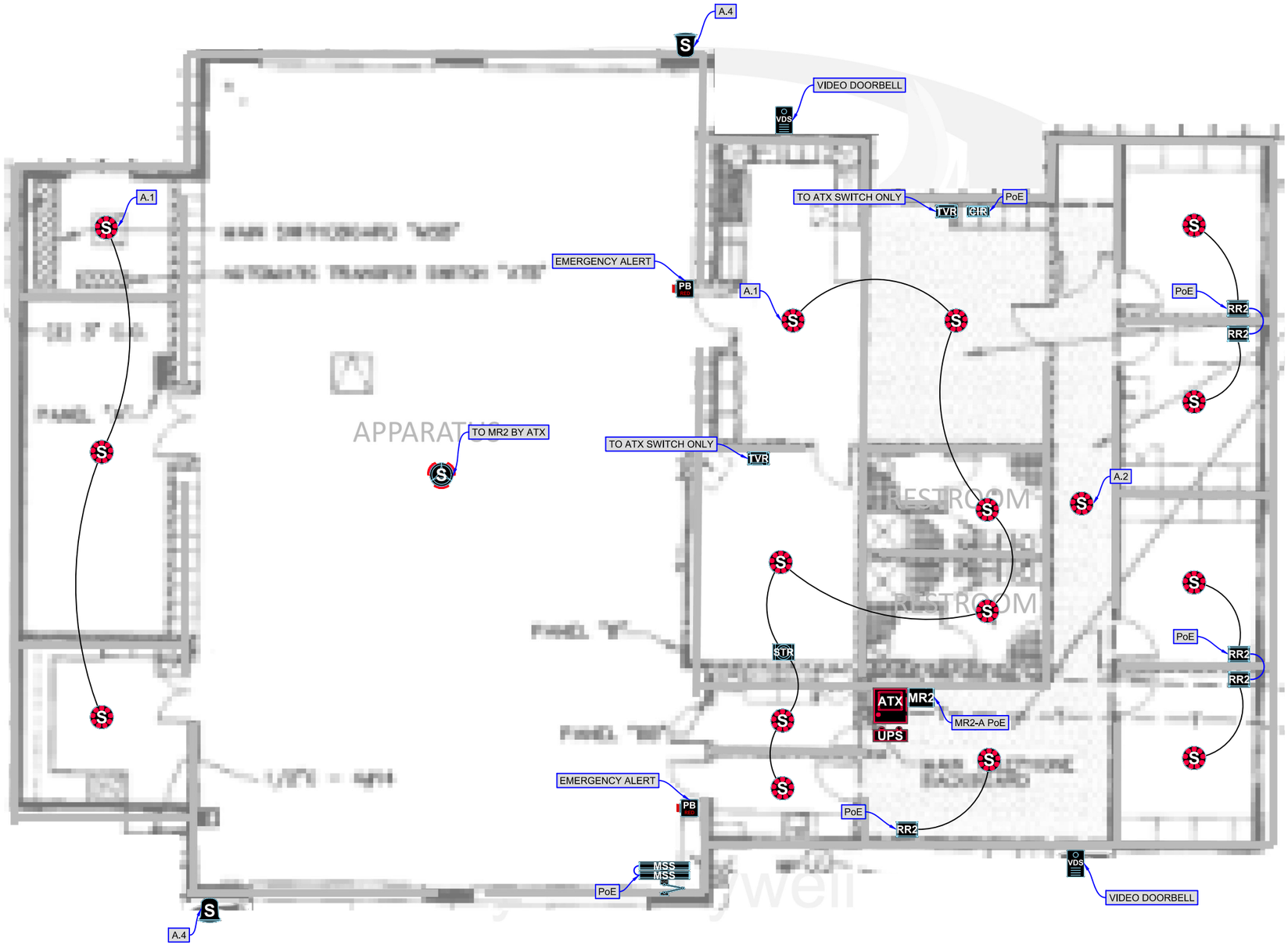
SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

US DIGITAL DESIGNS by Honeywell

project	LIVEMORE-PLEASANTON FIRE DEPT, CA (ALAMEDA COUNTY)
building	LAPFS07
address	951 RINCON AVE, LIVEMORE CA
filename	USDD.CA_LVMR.FS07.FSA-AZ17LTG5L30J3.DWG
date	2/20/2024 - 12:48PM
design by	DWK



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 COLOR INDICATOR REMOTE
2	G2 HDTV REMOTE
16	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 MESSAGE REMOTE 2
2	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 OMNISTROBE SPEAKER
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	MS-MNT-ART-L
2	PUSH BUTTON (RED)
5	ROOM REMOTE 2 (RR-2)
2	SPEAKER WEATHER-PROOF
2	VIDEO DOOR STATION

POE PORTS REQUIRED ON ATX	
Count	Name
6	G2 PoE PORT REQUIRED

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
CHR	G2 COLOR INDICATOR REMOTE
PB RED	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

EXHIBIT A

US DIGITAL DESIGNS by Honeywell

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE. INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

INSTALLER NOTES:

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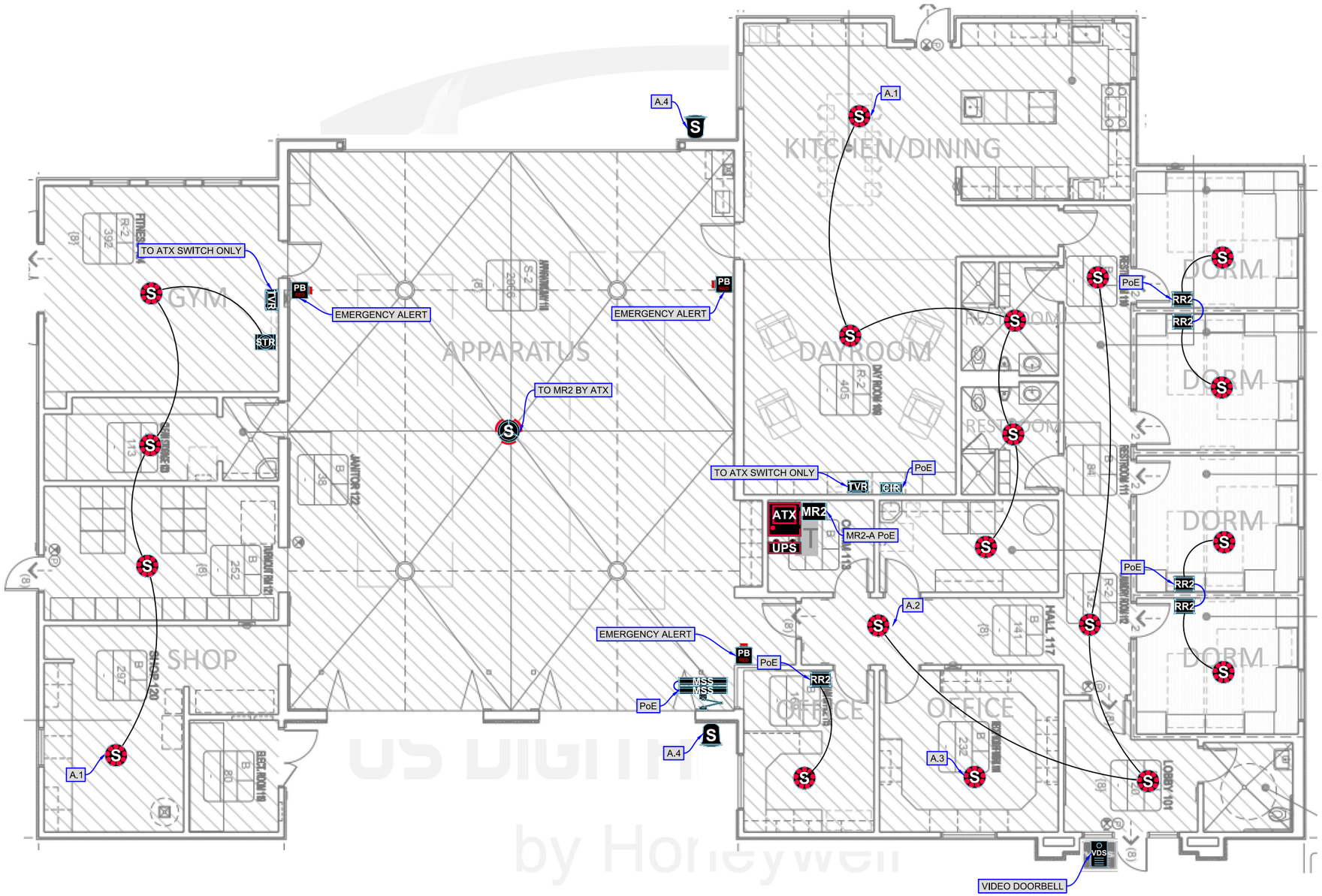
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

project	LIVERMORE-PLEASANTON FIRE DEPT, CA (ALAMEDA COUNTY)
building	LAPFS08
address	5750 SCENIC DR. LIVERMORE, CA
file name	USDD.CA_LVMR.FS08.FSA.DWG
date	2/20/2024 - 12:49PM
design by	DWK



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 COLOR INDICATOR REMOTE
2	G2 HDTV REMOTE
19	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 MESSAGE REMOTE 2
2	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 OMNISTROBE SPEAKER
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	MS-MNT-ART-L
3	PUSH BUTTON (RED)
5	ROOM REMOTE 2 (RR-2)
2	SPEAKER WEATHER-PROOF
1	VIDEO DOOR STATION

POE PORTS REQUIRED ON ATX	
Count	Name
6	G2 PoE PORT REQUIRED

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
CIR	G2 COLOR INDICATOR REMOTE
PB RED	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

EXHIBIT A

US DIGITAL DESIGNS by Honeywell

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SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

project: LIVERMORE-PLEASANTON FIRE DEPT, CA (ALAMEDA COUNTY)

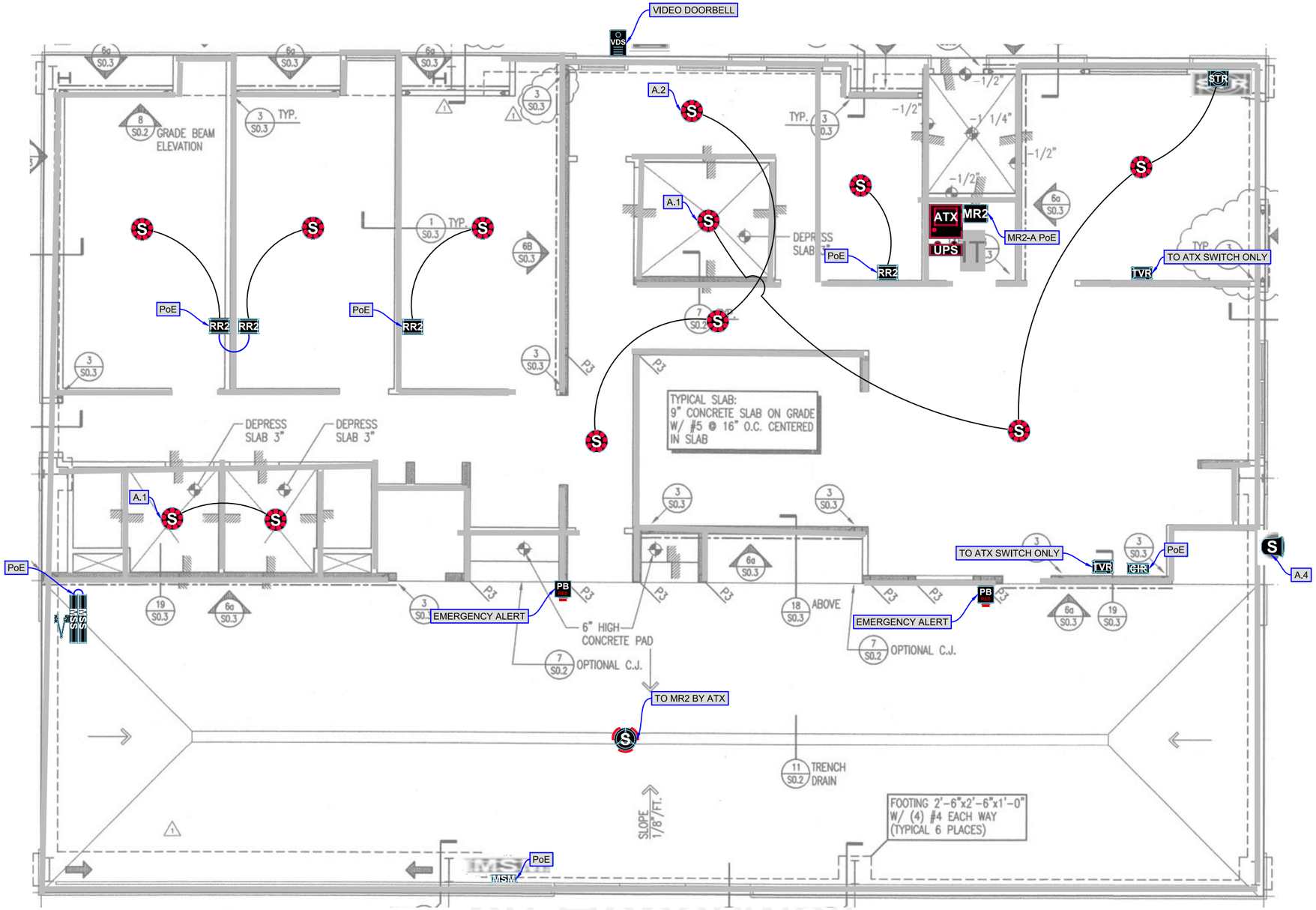
building: LAPFS09

address: 1919 CORDOBA ST, LIVERMORE

filename: USDD.CA_LVMR.FS09.FSA.DWG

date: 2/20/2024 - 12:49PM

design by: DWK



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 COLOR INDICATOR REMOTE
2	G2 HDTV REMOTE
12	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 MESSAGE REMOTE 2
1	G2 MESSAGE SIGN MINI (MS-G-M)
2	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 OMNISTROBE SPEAKER
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	MS-MNT-ART-L
2	PUSH BUTTON (RED)
4	ROOM REMOTE 2 (RR-2)
1	SPEAKER WEATHER-PROOF
1	VIDEO DOOR STATION

POE PORTS REQUIRED ON ATX	
Count	Name
7	G2 PoE PORT REQUIRED

EXHIBIT A

US DIGITAL DESIGNS by Honeywell

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SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
CHR	G2 COLOR INDICATOR REMOTE
PB	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

INSTALLER NOTES:
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SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

project	LIVERMORE-PLEASANTON FIRE DEPT, CA (ALAMEDA COUNTY)
building	LAPFS10
address	AIRWAY BLVD LIVERMORE CA
filename	USDD.CA_LVMR.FS10.FSA.DWG
date	2/20/2024 - 12:49PM
design by	DWK

ATTACHMENT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

ACFD and City shall maintain insurance limits of no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance.
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. Each Party warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to the other Party for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the other Party. Each Party reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to each Party. The Parties recognize that the other Party may be self-insured.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The other Party (ACFD or City of Livermore), its officers, officials, employees, and designated volunteers are to be covered as additional

insureds as respects: liability arising out of activities performed by or on behalf of each Party (City of Livermore or ACFD); or automobiles owned, leased, hired or borrowed by each Party. The coverage shall contain no special limitations on the scope of protection afforded to the other Party, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under each Party's policy shall be primary and non-contributory and will not seek contribution from the other Party's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the other Party before a Party's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the the other Party, its officers, officials, employees, or volunteers.
4. Each Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. As to ACFD, the Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.
8. As to the City of Livermore, the Certificate Holder section of the insurance certificate should read: Alameda County Fire Department, 6363 Clark Ave Dublin, CA 94568.

Verification of Coverage

Each Party shall furnish certificates of insurance and endorsement(s) effecting coverage to the other Party for approval. The endorsements shall be on forms acceptable to the other Party. All certificates and endorsements are to be received and approved by the other Party before work commences. Each Party reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.11**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution accepting the Single Audit Report related to federal grants for the Fiscal Year Ending June 30, 2024.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Single Audit Report for Fiscal Year 2023-24 as completed.

SUMMARY

The Single Audit Report which contains the Auditor's Opinion, for the fiscal year ending June 30, 2024, is complete and ready for City Council acceptance. The Single Audit Report is required of each local government expending $750,000 or more in Federal awards.

DISCUSSION

The audited Annual Comprehensive Financial Report (ACFR) and other required audit compliance reports were presented to the City Council on February 10, 2025, in accordance with the Livermore Municipal Code §2.28.020 and Government Code §37208. The Single Audit was not presented at that time as it was still being completed. The Single Audit is required to be completed nine months after fiscal year end, which makes its deadline March 31, 2025. The Single Audit report was completed on March 28, 2025, and is now ready for review and acceptance by City Council.

The Single Audit report is required of each local government entity expending $750,000 or more in Federal awards. The Single Audit Act of 1984, as amended by the Office of Management and Budget (OMB) Guidance for Grants and Agreements in 2013, requires having an audit conducted in accordance with the 2 CFR (Code of Federal Regulations) Part 200. The City expended $1,513,903 in federal grant funds during the fiscal year that ended on June 30, 2024, and was therefore required to undergo a Single Audit. The total amount expended by each funding category is as follows:

- Department of Energy - $144,230
- Department of Housing and Urban Development - $1,004,346

- Department of Homeland Security - $131,684
- Department of Transportation - $198,701
- U.S. Department of Justice - $34,942

The City's auditors tested the following federal program for this year's audit:

- CDBG - Entitlement Grants Cluster
- HOME Investment Partnership (HOME) program

A Single Audit Report includes two reports: (1) a Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of financial statements performed in accordance with Government Auditing Standards; and (2) Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance in accordance with OMB Guidance 2 CFR Part 200; Report on Schedule of Expenditures of Federal Awards (SEFA). The auditors have issued an unqualified opinion with no findings on the Single Audit, however the report includes a summary of the Auditor's findings from the City's FY 2023-24 audited Annual Comprehensive Financial Report (ACFR), which had a finding regarding a restatement of the housing loans beginning balances. That finding did not change the Auditor's unmodified or clean opinion of the City's ACFR.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact in accepting the FY 2023-24 audit reports. Total audit and report preparation costs of approximately $155,341 are within budget and are allocated to the General Fund, enterprise funds, Measure B funds, Measure BB funds and transportation funds as the audits and reports are completed. The total fee also includes preparation costs of certain reports not requiring City Council acceptance that are transmitted directly to the California State Controller, including the Special Districts Financial Transactions Report for the Livermore Capital Projects Financing Authority (LCPFA), the Cities Financial Transactions Report for the City of Livermore, and the Livermore Annual Streets and Roads Report.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - Federal Awards Report in Accordance with Uniform Guidance

Prepared by: Erik Peterson
Finance Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE SINGLE AUDIT REPORT RELATED TO FEDERAL GRANTS FOR FISCAL YEAR 2023-24

At its meeting on April 14, 2025, the Single Audit Report for the fiscal year ended June 30, 2024, was presented to the City Council in accordance with Livermore Municipal Code section 2.28.020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby:

1. Accepts the Single Audit Report for Fiscal Year 2023-24, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

_____
Jason R. Alcala
City Attorney

Exhibit A – (Single Audit Report) Federal Awards Report in Accordance with the Uniform Guidance

RESOLUTION NO. _____

EXHIBIT A

CITY OF LIVERMORE, CALIFORNIA

FEDERAL AWARDS REPORT IN ACCORDANCE WITH THE UNIFORM GUIDANCE

FOR THE YEAR ENDED JUNE 30, 2024

CITY OF LIVERMORE, CALIFORNIA
FEDERAL AWARDS REPORT IN ACCORDANCE WITH THE UNIFORM GUIDANCE

FOR THE YEAR ENDED
JUNE 30, 2024

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EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To Honorable Mayor and Members
of the City Council of the City of Livermore
Livermore, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Livermore (City), California, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise City's basic financial statements and have issued our report thereon date January 14, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified a deficiency in internal control, described in the accompanying Schedule of Findings and Responses as items 2024-001 that we consider to be material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the finding identified in our audit and described in the accompanying Schedule of Findings and Responses. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Menlo Park, California
January 14, 2025

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

To Honorable Mayor and Members
of the City Council of the City of Livermore
Livermore, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Livermore, California's (City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated January 14, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Eide Bailly LLP

Menlo Park, California
March 28, 2025

CITY OF LIVERMORE, CALIFORNIA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

Federal Grantor/Pass-Through Grantor Program Title	Federal Financial Assistance Listing	Pass-through Entity Identifying Number	Federal Expenditures	Amount Passed - Through to Subrecipients
Department of Housing and Urban Development				
CDBG-Entitlement Grants Cluster				
Direct Grants				
Community Development Block Grants/Entitlement Grants	14.218		$ 596,836	$ 151,321
Total CDBG-Entitlement Grants Cluster			596,836	151,321
Passed through Alameda County Housing and Community Development				
Home Investment Partnerships Program	14.239	M20-DC060201	407,510	398,578
Total Department of Housing and Urban Development			1,004,346	549,899
U.S. Department of Justice				
Direct Grants				
Bulletproof Vest Partnership Program	16.607		19,810	-
Passed through Alameda County Housing and Community Development				
Edward Byrne Memorial Justice Assistance Grant Program	16.738		3,256	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738		11,876	-
Total Department of Justice Pass-Through Programs			15,132	-
Total U.S. Department of Justice			34,942	-
Department of Transportation Programs				
Direct Grants				
Airport Improvement Program	20.106		59,000	-
Airport Improvement Program	20.106		69,000	-
Airport Improvement Program	20.106		23,000	-
Total Department of Transportation Direct Programs			151,000	-
Highway Safety Cluster				
Passed through California Office of Traffic Safety - Selective Traffic Enforcement Program				
State and Community Highway Safety	20.600	PT23120	8,790	-
State and Community Highway Safety	20.600	PT24102	11,992	-
Total Highway Safety Cluster			20,782	-
Passed through California Office of Traffic Safety				
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT23120	6,550	-
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	PT24102	20,369	-
Total Minimum Penalties for Repeat Offenders for Driving While Intoxicated			26,919	-
Total Department of Transportation Programs			198,701	-
Department of Homeland Security				
Passed through California Governor's Office of Emergency Services				
Disaster Grants- Public Assistance	97.036	FEMA-4344-DR-CA	86,435	-
Disaster Grants- Public Assistance	97.036	FEMA-4683-DR-CA	45,249	-
Total Department of Homeland Security			131,684	-
Department of Energy Programs				
Direct Grants				
Energy Efficiency and Conservation Block Grant Program	81.128		144,230	-
Total Department of Energy Programs			144,230	-
Total Federal Financial Assistance			$ 1,513,903	$ 549,899

See accompanying notes to schedule of expenditures of federal awards.

CITY OF LIVERMORE, CALIFORNIA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

A. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Livermore, California (City) under programs of the federal government for the year ended June 30, 2024. Federal awards received directly from federal agencies and received through other governmental agencies are included on the schedule of expenditures of federal awards. The grant period may be different from City's fiscal year, which is from July 1 through June 30. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, fund balances, or cash flows of the City.

B. Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the modified and full accrual basis of accounting, depending on which fund the federal expenditures were incurred, except for subrecipient expenditures, which are recorded on the cash basis. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

C. Indirect Cost Rate

The City has not elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

D. Loan Programs

The City participates in Revolving Loan Funds program sponsored by the Department of Housing and Urban Development- HOME Investment Partnerships Program. Under this program, the City issues loans to program participants which may be forgiven over time or are repaid into the program for the issuance of new loans. Only current year loan drawdowns (new loans issued) are reported on the SEFA; there are no contingencies noted. At June 30, 2024, the City awarded a loan for $300,000.

CITY OF LIVERMORE, CALIFORNIA
SUMMARY OF AUDITOR'S RESULTS
FOR THE YEAR ENDED JUNE 30, 2024

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
Material weaknesses identified?	Yes
Significant deficiencies identified not considered to be material weaknesses?	None Reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major federal programs:	
Material weaknesses identified?	No
Significant deficiencies identified not considered to be material weaknesses?	None Reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516	No
Identification of major federal programs:	

Federal Financial Assistance Number	Name of Federal Program or Cluster
14.218	CDBG-Entitlement Grants Cluster
14.239	HOME Investment Partnerships (HOME) program

Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
Auditee qualified as low-risk auditee?	No

CITY OF LIVERMORE, CALIFORNIA
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2024

The following finding represents a material weakness related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

2024-001 Restatement of the beginning net position of the governmental activities, the fund balance of the Low Income Housing-Special Revenue Fund and the fund balance of the Nonmajor Governmental Funds

Criteria

Management is responsible for the design, implementation, and maintenance of internal controls to ensure the financial statements are free from material misstatement, whether due to error or fraud. Such internal controls should ensure that all notes receivables are reported on the City's financial statements.

Condition

The prior year financial statements contained an error that was discovered during the current year. The net position of the governmental activities, the fund balance of the Low Income Housing-Special Revenue Fund and the fund balance of the Nonmajor Governmental Funds did not report loans receivables correctly.

Effect

The City restated its financial statements in accordance with Generally Accepted Accounting Principles (GAAP).

Cause

Many of these loans were incorrectly tracked and were not included in the financial statements.

Recommendation

We recommend that management performs an evaluation of the outstanding loans and work with the City's contractor to ensure all activities presented in the financial statements are in accordance with GAAP.

Repeat Finding

Yes.

Views of Responsible Officials

The City agrees with the finding and has restated its beginning net position and fund balance. The Finance and the Housing and Human Services divisions collaborated over the last two years to complete an entire inventory of loans outstanding and believe all loans are now accounted for and recorded correctly. The two divisions are also developing a Housing Loans Policy to ensure that all future loans are recorded and reported correctly on the financial statements.

CITY OF LIVERMORE, CALIFORNIA
FEDERAL AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2024

None reported.

CITY OF LIVERMORE, CALIFORNIA
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2024

Financial Statement Findings

2023-01 - Material Weakness in Financial Reporting of an Error and a Restatement of the Financial Statements

Condition: The prior year financial statements contained an error that was discovered during the current year. The net position of the governmental activities, the fund balance of the Low Income Housing-Special Revenue Fund and the fund balance of the Nonmajor Governmental Funds underreported housing loans receivables that were tracked by a contractor of the City.

Recommendation: We recommended that management performs an evaluation of the outstanding loans and work with the City's contractor to ensure all activities presented in the financial statements are in accordance with GAAP.

Current Year's Status: Not implemented. See current year's 2024-001 finding.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Hearing to receive and consider protests and direct staff to proceed with fieldwork on the abatement of weeds, rubbish, dirt, or refuse on specific described properties under the 2025 Weed Abatement Program.

RECOMMENDED ACTION

Staff recommends City Council consider all protests, and if the City Council finds it appropriate, adopt a resolution overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

SUMMARY

On March 10, 2025, Council approved Resolution 2025-032, the 2025 Fire Hazard Abatement Program. Following that meeting, staff mailed a public hearing notice to all parcel owners named in Exhibit A to the Resolution. As outlined, parcel owners have been advised of the need to abate the weeds and debris which constitute fire hazards. In cases where there was an insufficient mailing address, the notice was posted conspicuously on the property. To avoid the City Contractor abating the fire hazards, a property owner must complete the abatement in a manner that meets abatement guidelines by the required deadline. Additionally, parcel owners can protest the need to abate hazards at this public hearing which was provided in the notice.

DISCUSSION

After considering any objections to the proposed abatement at this hearing, it is recommended that the City Council overrule the objections to the proposed abatement and/or amend the list of properties to be abated. The City Council should then adopt the attached resolution, as amended (if at all), that orders a contractor to abate the weeds on the properties attached in Exhibit A.

Fire Inspectors will survey each parcel listed for compliance. If abatement has not occurred by May 31, 2025, the City Contractor will abate the weeds. At a public hearing this summer, staff will recommend that the City Council order that the abatement cost be a special assessment and a lien imposed on the properties requiring abatement for any outstanding invoices.

FISCAL AND ADMINISTRATIVE IMPACTS

The abatement costs are fully recoverable. A contractor will be retained by the City, or by the Livermore-Pleasanton Fire Department on behalf of the City, to perform the abatement. Invoices will be sent to property owners for all work the City Contractor performs. Last year, the total cost of work was $2637, which included administrative costs incurred by the City in accordance with Section 39577 of the Government Code. Owners can pay the City directly; all unpaid invoices are filed with the Alameda County Tax Collector as a special assessment to the tax roll.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

5: Ensure effective fire suppression, prevention, emergency medical and disaster services to meet the evolving needs of our communities and other changing conditions.

ATTACHMENTS

1. Resolution
2. Exhibit A - 2025 List of Parcels and Property Owners

Prepared by: Shiffon Smith
Administrative Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OVERRULING PROTESTS AND ORDERING THE ABATEMENT OF WEEDS, RUBBISH, DIRT, OR REFUSE ON CERTAIN DESCRIBED PROPERTIES UNDER THE 2024 WEED ABATEMENT PROGRAM

On March 10, 2025, the City Council passed and adopted Resolution No. 2025-032 declaring that conditions existed, or that seasonal and recurrent conditions exist, of growing weeds, accumulated refuse, rubbish or dirt, on private property and/or on the streets, parkways or sidewalks, adjacent to each parcel of real property the resolution described. The City Council also found such conditions to be public nuisances requiring abatement.

The date, time, and place for hearing and considering all objections to the proposed abatement of the public nuisances described in Resolution No. 2025-032 was April 14, 2025, at 7 p.m. in Livermore, California.

The Livermore-Pleasanton Fire Department gave written notice of the proposed abatement to all persons owning the property described in Resolution No. 2025-032 at least five days prior to the date set for the hearing of objections to the abatement.

The Council has heard and considered all objections to the abatement of the public nuisance described in Resolution No. 2025-032.

The actual costs incurred for the nuisance abatements will be confirmed by the City Council at a future meeting to levy as an assessment against the respective properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that any and all protests to the abatement of the public nuisances on the properties described in Exhibit A, attached hereto, are overruled.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that staff is ordered to proceed immediately to abate the public nuisances on the properties identified in Exhibit A, attached hereto. The abatement will consist of having the weeds, rubbish, refuse or dirt removed on all parcels that property owners have not abated by the May 31, 2025, deadline. Abatement will be performed by a service provider retained by the City of Livermore and the costs will be based on the actual work performed for each parcel. In accordance with Section 39577 of the Government Code, administrative costs incurred by the City of Livermore will be added to the cost of the nuisance abatement.

On motion of Council Member _____, seconded by Council Member _____ the foregoing resolution was passed and adopted on April 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales _____
Daniel R. Gonzales
Deputy City Attorney

Exhibit A – 2025 List of Parcels & Property Owners

EXHIBIT A

Livermore-Pleasanton Fire Department
2025 List of Parcels

	Parcel Number	Situs Address	Owner(s)
1	099B510000500	1080 CENTRAL AVE	1080 CENTRAL LLC
2	099 004000805	5281 SOUTHFRONT RD	300 VERNAL DR LLC
3	099B575300300	HAWTHORNE AVE	7770 HAWTHORNE LLC
4	099 1356 005 00	355 E Vineyard Ave	ABBOUD FAYEZ E & RIMA F TRS
5	099 001502304	1309 HILLIKER	ADAMS SHELLY TR
6	902 000800100	3658 LAS COLINAS RD	ADVENTUS
7	099 010003100	PORTOLA AVE (PASEO LAGUNA SECO)	ALAMEDA COUNTY FLOOD CONTROL
8	099B535101811	VASCO RD	ALAMEDA COUNTY FLOOD CONTROL
9	099B-5404-003-00	6800 Altamont Creek Dr	Alameda County Flood Control
10	099B-8101-009-00	Pasatiempo ST	Alameda County Flood Control
11	099B-5303-002-00	Altamont Creek Dr	Alameda County Flood Control & Water Conserv Dist
12	099B-5302-005-00	Vasco Rd	Alameda County Flood Control & Water Conserv Dist
13	099B-5302-004-00	Vasco Rd	Alameda County Flood Control & Water Conserv Dist
14	099B-5300-010-00	Vasco Rd	ALBRIGHT SHARON L & ELK KAREN J TRS & ELK KAR
15	099 -0024-001-05	Bluebell Dr	ALBRIGHT SHARON L TR & ELK KAREN J TR
16	902 000801106	US HWY 50 E	ANDERSON CALVIN B Tr
17	904 001200900	625 W JACK LONDON BLVD (DISCOVERY	ARKAY LAND LLC
18	904 001201000	450 DISCOVERY DR	ARKAY PROPERTIES LLC
19	904 001201100	DISCOVERY DR	ARKAY PROPERTIES LLC
20	099 132501200	4715 BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP
21	099 132508500	BENNETT DR	ARROYO/LIVERMORE BUSINESS PARK LP
22	099 010000500	1240 N LIVERMORE AVE	ART MONUMENT CO INC
23	099 115000406	4743 EAST AVE	ASBURY METHODIST CHURCH
24	099 072521200	2301 BESS AVE	ATWAL DEEPAKPAL & HARPARTAP
25	099 010003002	1700 PASEO LAGUNA SECO	AUTUMN SPRINGS RE INVESTORS LP
26	099 132504300	5002 PRESTON	BAY AREA LLC
27	099A290201000	5054 ERICA WAY	BENNETT LEON R
28	098A061000400	EAST AVE	BIG RED BUDDY LP & ERLICH STEVEN J & LINDA R TRS
29	099B812005300	DRY CREEK CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
30	099B812005400	LAKE CT	BLUFFS IN LIVERMORE OWNERS ASSOCIATION
31	099B575202400	6877 Brisa St	BOARD OF TRUSTEE OF Lsj UNIVERSITY TR
32	099 -1365-008-00	Holmes St	BOSSI ROBERT D & DEBORAH D TRS & ROSENBERG DA ETAL
33	099 131603300	212 RICKENBACKER CIR	BPC ENTERPRISES LLC
34	099 0751 012 08	2111 Pleasant View Ln	BURY DOUGLAS W & SHARI G TRS
35	099B811007900	N GREENVILLE RD	CABRE TECH SOLUTIONS INC
36	099 136800100	3401 HANSEN RD	CALIFORNIA WATER SERVICE COMPANY
37	904 001201200	DISCOVERY DR	CH DISCOVERY DRIVE LLC
38	904 001201300	DISCOVERY DR	CH DISCOVERY DRIVE LLC
39	903 001000204	COLLIER CANYON RD	CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT
40	905 001500800	2768 COLLIER CANYON RD	CHU YUETMING & MIRIAM L TRS
41	905 001901800	TRIAD DR	CIVIC NORTH CANYONS PARKWAY LLC
42	905 001000403	TRIAD DR (OLD GLORY DR)	CIVIC TRIAD EAST LLC
43	099 001502203	LAS POSITAS	COOK DEVIN C & AUDRA M
44	905 001502600	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE
45	905 001502700	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE
46	905 001502800	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE
47	905 001502900	2620 COLLIER CANYON RD	CORNERSTONE FELLOWSHIP OF LIVERMORE

Livermore-Pleasanton Fire Department
2025 List of Parcels

48	099 131103507	2395 Lennox Ln	CORNERSTONE REALTY FINANCE & INVESTMENTS CORP
49	099B507500610	VASCO RD	COUNTY ALAMEDA FLOOD CONTROL & WATER CONSERVATION
50	904 000500330	200 E AIRWAY BLVD	COUNTYALAMEDA FLOOD CONTROL & WATER CONSERVATION
51	099 132604200	305 S VASCO RD	D BRUZZONE LLC
52	099B575201000	LONGFELLOW CT	D J SMITH FAMILY PARTNERSHIP
53	099 1343 035 02	342 Kalthoff Cmn	DANGTRAN JOSEPH V & PHUONGUYEN N TRS
54	099 012600700	CALLE DEL SUENO	DAVIDON HOMES
55	098 -0346-021-00	909 N L St	DERONG INVESTMENT 1 LLC
56	098 -0346-022-00	909 N L St	DERONG INVESTMENT 1 LLC
57	098 028100900	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
58	098 028101000	NORTH K ST	DESOUSA GIZELA P & GISELLE M TRS
59	099B575304500	NATIONAL DR	DGSG PROPERTIES LLC
60	099B811007800	200 N GREENVILLE RD	DIAMOND LODGING INC
61	099A150004800	2171 RESEARCH DR	DPR REAL ESTATE INVESTMENTS LLC
62	099B545000200	LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT
63	099B545000300	1467 LAUGHLIN RD	EAST BAY REGIONAL PARK DISTRICT
64	099 007500704	EDINBURGH DR	EDINBURGH FORTUNES LLC
65	099 133610900	HIGHLAND ST	EDINBURGH FORTUNES LLC
66	099B575303900	750-758 ENTERPRISE CT	Enterprise Court LLC
67	099B575304000	704-748 ENTERPRISE CT	ENTERPRISE COURT LLC
68	099B575300700	7589 NATIONAL DR	EVANS DAN L & KATHLEEN M TRS
69	099B575303800	751-799 ENTERPRISE CT	EVANS DAN L & KATHLEEN M TRS
70	099 010003008	PASEO LAGUNA SECO	FALLON ENTERPRISES INC
71	099 001502606	1365 HILLIKER	FEDERICO JOHN & GINNY D
72	902 000800202	US HWY 50 E	FERRARI FAM LTD PTP & SCHMIDIG FRANK JR TR ETAL
73	099B811006200	LAWRENCE DR	FORMFACTOR INC
74	099B811006400	LAWRENCE DR	FORMFACTOR INC
75	099A293900200	2453 COWAN WAY	FRYDENDAL SUE TR
76	099 001502400	1301 HILLIKER	FUKUSHIMA HIROSHI & DIANNE TRS
77	904 000500407	US HWY 50 E	GANDOLFO CATHERINE ETAL
78	099B540101000	LAUGHLIN RD	GARCIA TIMOTEO R & ELIZABETH N
79	098 021300305	Elm St	GHAG MAKHAN & JOHAL AMRIK
80	099 001503000	1300 HILLIKER	GREENE WILLIAM J & LIEN L
81	099B-5500-002-07	7313 Northfront RD	Greenvill Star Center LLC
82	099B-5404-001-00	Altamont CRK	Greystone Homes Inc
83	099 1361 006 00	567 E Vineyard Ave	HLW LLC
84	099B812600600	631 PINNACLE	HOLLAND NINE LLC
85	099B811702403	LAUGHLIN RD	HOM WING Y & LAI C TRS
86	099A290201400	360 ERICA CT	HOWARD NICHOLAS L & JUNKO
87	099-0024-009-30	Hartford Ave	Huffman Broadway Group Inc
88	099-0024-009-16	Hartford Ave	Huffman Broadway Group Inc.
89	903 001004600	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
90	903 001004700	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
91	903 001004800	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
92	903 001005200	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
93	903 001005300	PORTOLA AVE	ISABEL PORTOLA OWNER LLC
94	903 001005400	PORTOLA AVE	ISABEL PORTOLA OWNER LLC

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95	903 001004900	PORTOLA	ISABEL PORTOLA OWNER LLC
96	099B570000207	151 GREENVILLE	JDB PROPERTIES LLC
97	099A292600300	S VASCO RD	Jiang Licheng
98	098 021300303	732 N K ST (ELM ST)	JOHAL AMRIK S & GHAG MAKHAN S
99	099B810301303	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
100	099B810301402	LAS POSITAS RD	KAISER FOUNDATION HOSPITALS
101	099 001503900	1300 HILLIKER	KAUR HARPREET & BHULLAR RAJINDER B
102	099 010001830	1202 PORTOLA	KENT E G & BEVERLY C TRS
103	099 -1343-012-00	E VALLECITOS RD	KKB BRO LLC
104	905 001501800	CONSTITUTION DR	KMTJ INVESTMENTS LP
105	905 001501900	CONSTITUTION DR	KMTJ INVESTMENTS LP
106	098 035005400	MARYLIN AVE	KREMER KENNETH A TR
107	099 1343 033 00	353 Kalthoff Cmn	La Phong & Sai Etal
108	099 1366 004 00	Cellars Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
109	099 1367 004 00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
110	099 1367 005 00	Lagiss Drive	LAGISS TERESA A & SAUER CHRYSANNE TRS
111	099B540100900	LAUGHLIN RD	LAUGHLIN KATHRYN M TR & LAUGHLIN STEVE W TR
112	099B540101100	788 LAUGHLIN RD	LAUGHLIN KATHRYN M TR & LAUGHLIN STEVE W TR
113	099 080100500	2301 CONCANNON BLVD	LAUNCH PAD VENTURES LLC
114	099 002300800	LASSEN RD	LD FUND III LIVERMORE LAND LLC
115	099 068200600	ARROYO	LEE SHIUH K & WEI SHUYIN J TRS
116	098 0356 139 00	10 N Murrieta Blvd	Lexington Associates
117	099 1343 019 00	763 Kalthoff Cmn	LIN ALAN Z & XING SUSAN S TRS
118	099 001500314	2251 LAS POSITAS RD	LINDEN SUMMIT INVESTMENT CO Castle Management
119	904 000406400	NISSEN DR	LIVERMORE AIRWAY BUSINESS PARK
120	904- 0004-072-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
121	904 -0004-073-00	ARMSTRONG ST	LIVERMORE AIRWAY BUSINESS PARK
122	904 001201803	875 Atlantis Ct	LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
123	099 134301100	e vALLECITOS rD	LIVERMORE AREA RECREATION & PARKS DISTRICT
124	099B-5302-002-00	Vasco Rd	Livermore Area Recreation & Parks District
125	099 1343 030 00	320 Kalthoff Cmn	Livermore Crest LLC
126	099B-5302-001-00	Vasco Rd	Livermore Homebuilders LP
127	098A041402806	600 MAPLE ST/SCHOOL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
128	905 001401500	N CANYONS PKWY	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
129	099 025700100	400 WALL ST	LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
130	099 -0024-001-13	Bluebell Dr	Livermore Valley Preserve LLC
131	098 022700300	Walnut St	LONG JACK B & VOLKMAN SHERYL I
132	099A150007401	2176 RESEARCH DR	LREH CALIFORNIA LLC
133	099 136200400	HANSEN RD	MALAKOFF NATHAN
134	099 136800200	HANSEN RD	MALAKOFF NATHAN G & JENNIFER M TRS
135	098 025602700	JUNCTION AVE	MALLONI JAMES TR
136	099 137000300	1670 PORTOLA AVE	MANCINI KAROL & RANDY
137	099 001502202	LAS POSITAS	MATTO ALLEN J & CAROL A TRS
138	099 004007500	5605 SOUTHFRONT RD	MCGRATH RENTCORP
139	099 004007600	5605 SOUTHFRONT RD LI	MCGRATH RENTCORP
140	099 004007800	5605 SOUTHFRONT RD	MCGRATH RENTCORP
141	099 004007900	5605 SOUTHFRONT RD	MCGRATH RENTCORP
142	099 010003200	PORTOLA AVE	MCRAE JOHN S
143	097 002200100	1783 2nd St	MITOMA PROPERTIES LLC

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144	905 000901303	COLLIER CANYON	MONUMENT PROPERTIES LIVERMORE LLC
145	099 001504000	1302 HILLIKER	MUMFORD STEVEN & SUSAN
146	099 1343 024 00	51 Vallecitos Rd	MUSCO FELIX P & JOSEPHINE
147	097 014305600	1202 Concannon Blvd.	NIGHTWING PROPERTIES LLC
148	099B587502900	SOUTHFRONT RD	P G & E CO 135-1-43A-1
149	099 004001026	5179 PRESTON AVE	P G & E CO 135-1-78A-1
150	099 040000103	1919 LOMITAS AVE	PATTON ROBERT A & LOUISE K TRS
151	099B 812900500	Northfront Rd	PENINSULA REAL ESTATE INVESTMENT LLC
152	099B-8129-009-00	Northfront Rd	PENINSULA REAL ESTATE INVESTMENT LLC
153	099 132603700	LA RIBERA ST	PETERSON PROPERTIES LLC
154	099 133609705	LOCH LOMAND WAY	PORTOLA GLEN TOWNHOMES OWNERS ASSOCIATION
155	099B811008100	200 S FRONT RD	PPV PROPERTIES LLC &
156	099 010003701	2169 LAS POSITAS CT	READ LAURA TR
157	099 025600100	E STANLEY	REES ANNIE
158	099A290201300	372 ERICA CT	REPPAS JULIE V & STEVEN D
159	099 131601100	137 RICKENBACKER	Rickenbacker Circle Associates Llc
160	099 040000728	LOMITAS AVE	ROMAN CATHOLIC BISHOP OAKLAND
161	099 001502803	LAS POSITAS RD	RUBY BEAR LP
162	099 001502802	LAS POSITAS	RUBY BEAR LP
163	099 001503100	1250 HILLIKER	RUSSELL JERRY L JR & ARENDELL LEILANI W TRS
164	099 004001800	N MINES RD	S P CO 872-1-98H-POR 11
165	099B570000301	N GREENVILLE RD	S P CO 872-1-99L-42
166	098 -0298-005-00	659 Andrews St	SABIN DON
167	099 133101200	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
168	099B540101200	6978 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
169	099B540101301	6884 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
170	099B540101303	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
171	099B540101601	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
172	099B540101700	6784 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
173	099B540101801	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
174	099B540101900	6690 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
175	099B542500300	HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
176	099B542500400	801 HERMAN AVE	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
177	099B542500500	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
178	099B542500600	6634 NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
179	099B542500700	NORTHFRONT RD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
180	904 000500333	200 E AIRWAY BLVD	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
181	904 000400402	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
182	904 000400403	US HWY 50 W	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
183	903 -0010-037-04	Portola Ave	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
184	903 -0010-036-03	Portola Ave	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
185	099 068000800	ROCKINGHAM CT	SCARLET BEAR
186	099A-2936-007-00	2600 S Vasco Rd	SCOTT RICHARD H TR
187	903-0010-056-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
188	903-0010-057-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
189	903-0010-058-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
190	903-0010-061-00	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
191	903 001900100	PORTOLA AVE	SHEA CENTER LIVERMORE LLC
192	903 0014 004 00	PORTOLA AVE	SHEA HOMES INC

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193	903 0014 005 00	PORTOLA AVE	SHEA HOMES INC
194	903 0014 006 00	PORTOLA AVE	SHEA HOMES INC
195	903 0014 007 00	PORTOLA AVE	SHEA HOMES INC
196	903 0014 008 00	PORTOLA AVE	SHEA HOMES INC
197	099 068000200	ARROYO RD & HANSEN RD	SHEN JIEYONG TR
198	099 068000400	ARROYO RD & HANSEN RD	SHEN JIEYONG Tr
199	099 067904800	CHURCHILL DOWNS LN	SHEN JIEYONG TR
200	099 080200100	CONCANNON BLVD	SHINDE MAKARAND S & NITU M TRS
201	099 080101100	CONCANNON BLVD	SHINDE MAKARAND S & SHINDE NITU M TRS
202	099 005100302	GARDELLA PLAZA	SHR VENTURES LLC
203	099B590000209	5945 SOUTHFRONT RD	SINGH JADWINDER & DHALIWAL ALKESH K TRS ETAL
204	099 135600600	303 E VINEYARD AVE	SINGH SURINDER K TR
205	099B811004600	SOUTHFRONT RD	SOCH LIVERMORE LLC
206	099 132101300	2863 CHABLIS WAY	SPAETH MARY L TR
207	099 131705000	SPRING VALLEY CMN	SPRING VALLEY ASSOCIATION II
208	099 132815400	SPRINGTOWN BLVD	SPRING VALLEY ASSOCIATION III
209	099 134902300	CONTRACTORS PL	TA DAH LLC
210	099B810303500	VAUGHN AVE	TAMAR REALTY LAS POSITAS LOGISTICS CENTER CA LP
211	099 132502202	4536 LAS POSITAS RD	TH ARROYO VISTA LLC
212	099 132502300	ARROYO VISTA	TH ARROYO VISTA LLC
213	099 132502702	LAS POSITAS RD	TH ARROYO VISTA LLC
214	099 132502902	LAS POSITAS RD	TH ARROYO VISTA LLC
215	099 132503004	LAS POSITAS RD	TH ARROYO VISTA LLC
216	099 132508900	BENNETT DR	TH ARROYO VISTA LLC
217	099B575306300	7925 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
218	099B575306400	7979 NATIONAL DR	TOPCON POSITIONING SYSTEMS INC
219	099B575306500	7933 NATIONAL DR	TOPCON POSITiONING SYSTEMS INC
220	099 001500602	1273 N LIVERMORE AVE	TRIVALLEY MONTESSORI SCHOOL
221	099B505000112	908 N VASCO RD	UNG CISSY S
222	099B530400302	1893 N VASCO RD	UNITARIAN UNIVERSALIST CHURCH LIVERMORE
223	099 133206500	966 WAVERLY CMN	VALHALLA HOMEOWNERS ASSOCIATION
224	099 001506300	2301 LAS POSITAS RD	VIAZON LIVERMORE PROPERTIES LLC
225	099 001506400	LAS POSITAS RD	VIAZON LIVERMORE PROPERTIES LLC
226	099 -1343-034-04	301 Kalthoff Cmn	VIPANI MANISH & DAKSHA M TRS
227	099 004001600	N MINES RD	W P CO
228	099 004001910	N MINES RD	W P CO
229	099 005600702	1ST ST	W P CO
230	098 025000500	OAK ST	W P CO
231	098 026402402	JUNCTION AVE	W P CO
232	098 026002204	N I ST	W P CO
233	098 029000702	N N ST	W P CO
234	098 029000802	N P ST	W P CO
235	098 029000902	VINEYARD AVE	W P CO
236	099 -0185-003-00	E STANLEY BLVD	W P CO
237	099 -0175-019-02	E STANLEY BLVD	W P CO
238	099 -0175-019-01	E STANLEY BLVD	W P CO
239	099 -0175-014-02	E STANLEY BLVD	W P CO
240	098 -0251-009-00	OAK ST	W P CO
241	099 -0051-020-05	1ST ST	W P CO

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242	099 -0051-020-06	1ST ST	W P CO
243	099 -0040-022-00	N MINES RD	W P CO
244	099 -0040-017-01	N MINES RD	W P CO
245	099A-1400-013-01	EAST AVE	W P CO
246	099A-1475-008-08	EAST AVE	W P CO
247	099A-1475-008-02	GREENVILLE RD	W P CO
248	098 027501604	3163 GARDELLA PLAZA	W P CO 843-1-23-3
249	099 -0040-017-04	N MINES RD	W P CO 843-1-23A-15
250	099 001501003	2784 LAS POSITAS RD	WALMART STORES INC
251	099B 545001003	LAUGHLIN RD	WESTERN TITLE GUARANTY CO CONTRA COSTA CO DIV
252	099B-5300-002-13	Vasco Rd	WESTERN TITLE INSURANCE COMPANY
253	099B810302500	LEISURE ST	WHITECASTLE LEASING LLC
254	099 131100300	2463 SHEFFIELD DR	WILSON WILLIAM G & JOHN MIRIAM E TRS
255	099 -1200-001-00	4592 Tesla RD	Wine Group LLC
256	099B505000605	5905 NORTHFRONT RD	WOOD FAMILY DEVELOPMENT LLC
257	099B810400700	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
258	099B810400800	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
259	099B810400900	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
260	099B810401000	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
261	099B810401100	COMMERCE WAY	WROAN DAVID S & JENNIFER B TRS
262	099 1356 007 00	221 E Vineyard Ave	XU YINGMIN & CHEN JIE
263	099 -0075-002-14	2542 PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS
264	099 007500215	HAREWOOD DR	ZHAN KAIJUN & CHEN XIAOQING TRS
265	099 007500304	PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS
266	099 007500306	PORTOLA AVE	ZHAN KAIJUN & CHEN XIAOQING TRS

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Update on the Airport Land Use and Development Study Including Next Steps

RECOMMENDED ACTION

Staff recommends the City Council receive a presentation on the Airport Land Use and Development Study and Next Steps.

SUMMARY

Staff conducted an Airport Land Use and Development Study (Study) to identify potential development approaches in response to the needs of the City, Airport, and the surrounding community, and to guide the implementation of the Airport Leasing and Development Policy. The Study drew three key conclusions:

- **Mix of uses** –There is a desire for a range of uses at the Airport balancing the needs of current and potential Airport users, as well as the broader community.
- **Hangars and Supporting Infrastructure** – There is a need for aircraft storage and related infrastructure to support operations and reduce potential impacts to the community.
- **Forecast and Comprehensive Planning** - There may be a need to identify current and long-term aviation demand to facilitate non-aeronautical uses in compliance with FAA requirements.

Based on this information, staff plans to pursue the following four projects to improve operational efficiency, leverage the Airport as a community asset, and generate revenue consistent with the Airport operational policies established in Resolution 2010-058:

1. Develop an approach and move forward with hangar development to address longstanding demand.
2. Explore the potential of a multi-agency public safety complex to improve local and regional emergency response.
3. Pursue an Aviation Innovation Center to foster new technologies in aviation and related sectors.
4. Explore electric aircraft technologies (including EVTOLS) and other advance aviation mobility

(AAM) to help facilitate advancement in sustainable transportation and improve mobility.

If there is suitable acreage remaining after exploring these four areas, staff will evaluate whether it is necessary to conduct additional demand analysis to allow for potential mixed-use and non-aeronautical development. Based on the outcome of the demand analysis, the City would decide whether to prepare a comprehensive long-range plan to establish a vision and strategy for Airport development.

Staff recommends the City Council receive a presentation on the Land Use and Development Study, which is found in Attachment 1, and an update on staff's proposed next steps.

DISCUSSION

Staff initiated the Airport Land Use and Development Study (Study) to identify available and advisable uses of Livermore Airport (Airport) land. The Study differs from the existing Livermore Airport Leasing and Development Policy (Development Policy) in that the Development Policy identifies a process for reviewing development applications, but it does not identify the types of development projects that best address site conditions, use constraints, and community needs, which was the intent of the Study. The Study incorporates provisions of federal, regional, and local requirements, including Resolution No. 2010-058, which establishes operational policies for the Airport, as well as extensive community engagement.

Background and Surrounding Context

The Airport is located in the western portion of the city, south of I-580 generally between El Charro Road and Isabel Avenue and north of Jack London Blvd. The Airport encompasses approximately 590 acres and is immediately surrounded by industrial and commercial uses and sand and gravel mining operations. The Airport is regulated by federal, state, and local policies and planning documents, all of which influence use of Airport lands.

Federal Aviation Administration Requirements

The Federal Aviation Administration (FAA) designates the Airport as a General Aviation Reliever Airport that does not provide passenger service on commercial airlines.

The FAA categorizes Airport land use into 4 categories and prioritizes Aeronautical and Airport Purpose uses:

- **Aeronautical:** Highest priority for airport land. Directly support the operation of aircraft: runways, taxiways, aprons, hangars, and facilities related to the storage, maintenance, and fueling of aircraft.
- **Airport Purpose (Aeronautical-Related):** Related to, but not directly involved in the operation of aircraft: terminal buildings, aircraft manufacturing and maintenance facilities, and training facilities.
- **Mixed Use:** Combination of aeronautical and non-aeronautical activities: air cargo, research and development facilities, warehouse, office, or other space used for non-aeronautical purposes.
- **Non-Aeronautical:** Uses unrelated to aviation that do not support aircraft operations: commercial development, shopping centers, hotels, and office buildings.

The Study identified and evaluated 14 undeveloped sites on Airport land, totaling 165 acres. Because

the Airport is obligated by FAA under grant assurances, uses are limited to Aeronautical and Airport Purpose to support Airport functions and operations unless otherwise approved by the FAA. FAA may approve mixed use and non-aeronautical uses on Airport land with proper justification, including an aviation demand assessment that demonstrates adequate land or facilities remain to meet current and future needs of the Airport.

Local Planning and Policy Documents

In addition to FAA requirements, there are local Airport plans and regulations:

- **Alameda County Airport Land Use Compatibility Plan:** Encourages compatibility between airports and the various land uses that surround them.
- **Livermore General Plan:** Policy goals to maintain safety, minimize noise impacts, and ensure safe airspace through compatible development.
- **Livermore Development Code:** Identifies permitted aviation-oriented uses and appropriate development standards.
- **Livermore Resolution 2010-058:** Establishes policy framework (to the extent feasible under federal law) which authorizes development of the Airport in response to demand for aviation services and hangars or in support of the local community (such as law enforcement and emergency or disaster relief services), subject to the recommendation of the Livermore Airport Commission.
- **Airport Layout Plan:** Detailed graphical and written plan providing a blueprint for the development of an airport.
- **Airport Leasing and Development Policy:** Processes/procedures to evaluate and approve or reject proposals related to the leasing and/or development of aeronautical and non- aeronautical land at the Airport.

<u>Community and Stakeholder Engagement</u>

The project team conducted a variety of community and stakeholder engagement processes through a range of channels:

- **Focus Groups** - The consultant team interviewed 18 participants from community, environmental, and Airport user groups. Staff did not meet with these groups directly. The consultant team conducted anonymous interview sessions and collected key themes and takeaways.
- **Open Houses** - Staff hosted two open houses. 91 members of the community attended. Participants were asked to rank the types of uses they would most like to see at the Airport. Staff was available to answer questions and discuss the Study objectives.
- **Online Survey** - Staff posted a month-long online survey with a similar activity to the open houses for those who could not attend. Staff received approximately 850 responses.

Participants were not limited to one channel and in some cases may have attended multiple events.

General themes and topics included the following:

- **Growth & Development:** Responsibly manage Airport growth, addressing demand for new hangars in accordance with the 2010 Resolution, and explore the feasibility of supportive non-aeronautical uses including research and development, workforce development, and other

services on the Airport property.

- **Sustainability & Innovation:** Explore opportunities for renewable energy generation (e.g., solar, hydrogen), aviation research and development, and emerging technologies like Advanced Air Mobility, electric vertical takeoff and landing (eVTOL) aircraft. These technologies operate without emission and have minimized noise profiles but also require infrastructure upgrades for future integration. Address environmental justice, environmental impacts, and air quality through unleaded aviation fuel at the Airport (which has now occurred).
- **Community Engagement:** Expand regular community engagement at the Airport including aviation-related educational programs, STEM centers, increased communication regarding Airport activities and events to foster public interaction.
- **Noise & Safety:** Manage aircraft and operational noise management through noise reporting and pilot education. Limit future Airport development due to safety, noise, and concerns about environmental and health impacts.

Sites Potential and Opportunities

The results of the Study are summarized in a technical memo found in Attachment 1. The Study investigated the site and regulatory attributes of each of the 14 undeveloped areas. Based on the site's characteristics, location, and regulatory constraints, the Study classified recommended uses at each site as: no development recommended, allowable uses, and conditional uses.

- **No Development** - Sites that were not recommended for development were generally natural open space and currently provide flood protection.
- **Allowable Uses** - Sites classified as Allowable uses are suited for the Aeronautical or Airport Purpose land use category, which may require taxiway or airside access. Suitable uses may include hangars, aircraft maintenance, aviation businesses and services consistent with current FAA regulations.
- **Conditional Uses** - Sites recommended for Conditional uses are suitable for Mixed-Use or Non-Aeronautical land uses, which may include manufacturing, warehousing & distribution, fuel and energy production, hospitality, as well as STEM or aviation training and research and development facilities. The Conditional option can only be considered once necessary information is available and clearly demonstrates the site is not needed for foreseeable aeronautical purposes and FAA land use approval is granted.

Some sites were identified with a dual Allowable and Conditional designation, which acknowledges Aeronautical and Airport Purpose uses are allowable under the current FAA regulatory conditions, but conditional uses may be feasible and even desirable pending FAA approval. Overall, sites along the southern portion of Airport property identified allowable and conditional uses. Undeveloped sites to the west were not recommended for development due to their open space characteristics, and sites around existing Airport Facilities are identified as Allowable Uses with limited exceptions.

Classification	No Development	Allowable	Conditional
Site Number	2,10W,12,13,14	3,4,5,6,7,8,9,10E	3,7,8,9,10E,11

A thorough site assessment is located on Table 2 - Application of Key Findings to LVK Sites on pages 23-24, and site identification is found on the corresponding map on page 26 of the Study's technical memo. (Attachment 1).

Key Findings and Next Steps

The Study (and engagement process) resulted in the following Key Findings:

- **Mix of uses** –There is a desire for a range of uses at the Airport balancing the needs of current and potential Airport users, as well as the broader community.
- **Hangars and Supporting Infrastructure** – There is a need for aircraft storage and related infrastructure to support operations and reduce potential impacts to community.
- **Forecast and Comprehensive Planning** - There may be a need to identify current and long-term Airport demands to facilitate other uses in compliance with FAA requirements.

Based on the above findings, staff plans to pursue the following four projects to improve operational efficiency, leverage the Airport as a community asset, and generate revenue consistent with the Airport operational policies established in Resolution 2010-058:

1. Develop an approach and move forward with hangar development to serve the existing waitlist.
2. Explore the potential of a multi-agency public safety complex to improve local and regional emergency response.
3. Pursue an Aviation Innovation Center to foster new technologies in aviation and related sectors.
4. Explore electric aircraft technologies (including EVTOLs) and other advance aviation mobility (AAM) to help facilitate advancement in sustainable transportation and improve mobility.

If there is suitable acreage remaining after exploring these four areas, staff will evaluate whether it is necessary to conduct additional demand analysis to allow for potential mixed-use and non-aeronautical development. Based on the outcome of the demand analysis, the City would decide whether to prepare a comprehensive long-range plan to establish a vision and strategy for Airport development.

AIRPORT COMMISSION

On March 19, 2025, staff presented the Land Use Study to the Airport Commission. The Commission asked questions regarding the process and the next steps. Staff explained the advisory role of the Airport Commission in the preparation and implementation of the four-part development strategy. Additionally, staff provided an overview of the role of the Commission when reviewing specific development proposals in compliance with the Airport Development Policy.

The Commission recommended using language that was more agnostic when discussing the Land Use Study's next steps rather than focusing on any one aviation technology.

Ultimately, the Commission accepted the report, agreed with the conclusions drawn, and supported staff's next steps to prepare a four-part development strategy. The Commission further directed staff to prepare a FAQ in response to public comments and questions received at the meeting.

Public Comments

Approximately 15 members of the public provided comments and asked questions at the Commission meeting. Comments varied. Some speakers supported the Study and the four-part development strategy, expressing interest in new technologies, training programs, and increased public safety. Other

speakers expressed concerns about noise, safety, air quality, and eVTOL technology.

Some commenters recommended moving forward with a master plan to determine feasibility of non-aeronautical uses at the Airport. Additionally, speakers asked questions about the ongoing PFAS reporting, specific details regarding hanger development, sizes, and locations as well as details regarding the Innovation Center. Finally, speakers requested additional outreach and asked that environmental analysis prepared by local stakeholder groups be included in the Study.

FISCAL AND ADMINISTRATIVE IMPACTS

Preparation of the Airport Land Use Study required staff resources from both the Innovation and Economic Development and Community Development Departments. Consultant costs were approximately $149,000.

In the next phase, Staff will prepare the four-part development strategy with some input from economic development consultants. The development strategy will include evaluation of capital, service, and operational costs compared to potential tax revenues or other revenue streams (lease rents, etc.). The development strategy will assess whether development associated with hangar development, safety complex, innovation center, and AAM technologies can generate sufficient revenue to cover its costs, and/or provide additional benefit to the Airport and the General Fund.

COMMUNITY PILLAR

5: A City that Works

GOAL

14: Develop, operate, and maintain the City's Infrastructure

ATTACHMENTS

1. Airport Land Use Study Memo

Prepared by: Andy Ross
Principal Planner

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

ATTACHMENT 1

Airport Land Use Analysis & Development Study

Technical Memorandum

Livermore Municipal Airport

November 2024

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1 Introduction and Background

Purpose

The purpose of this study is to provide information to help the City of Livermore understand what physical and site, regulatory, and market conditions exist for undeveloped properties at Livermore Municipal Airport (LVK), and to provide recommendations that support informed decision making about future development and land use at the airport.

About the Airport

Livermore Municipal Airport (Airport or LVK) is owned and operated by the City of Livermore (City) as a division of the Innovation and Economic Development Department. LVK is designated by the Federal Aviation Administration as a General Aviation Reliever[1] Airport. General Aviation is a term that refers to non-airline flight operations; as a GA Reliever Airport, LVK does not provide passenger service on commercial airlines. The airport provides service to non-airline commercial aviation and non-commercial aviation with customers and tenants that include businesses, individuals, and organizations.

The aircraft using Livermore Airport are much smaller than the passenger aircraft typically associated with major commercial airports. Despite its GA status, LVK averages over 180,000 combined takeoffs and landings annually.

LVK and all other airports are part of the national airport system and are highly regulated by the FAA. In addition to design, safety, and environmental standards, FAA holds regulatory jurisdiction over all airport property for which federal funding was used to help pay for acquisition and/or improvements. The FAA regulatory framework is rigid and includes a number of requirements and obligations to sustain a functional national airport system and protect federal investments in the nation's airports.

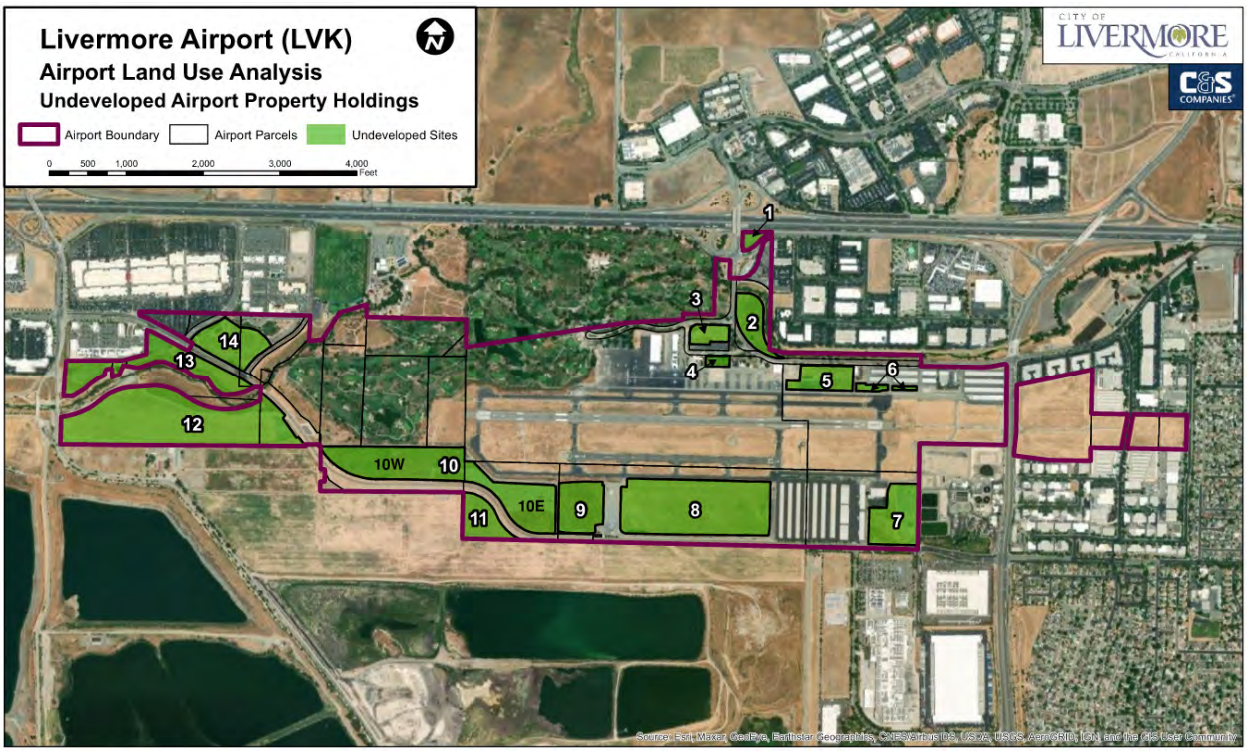
With limited exceptions, Livermore Airport property was acquired utilizing federal grant funding and must be used for aeronautical purposes as required by these grants. That said, the FAA does allow airports some degree of flexibility in how to use their land to best support the needs of the civil aviation system, airport tenants, and the broader community. Additional information on federal regulatory requirements can be found in **Section 3, Regulatory Requirements** of this study.

[1] Page 17 of https://crp.trb.org/acrpwebresource2/wp-content/themes/acrp-child/documents/063/original/ACRP_113_Guidebook_on_General_Aviation_Facility_Planning.pdf

Study Process

This study examines a set of 14 undeveloped LVK sites, shown in **Figure 1**, occupying a total of 165 acres of airport property. These sites have potential to accommodate varying land use types based on their individual features and positioning within a range of site and regulatory considerations.

Figure 1: Undeveloped Airport Property Holdings



Community engagement was an essential part of this study. The community engagement process included focus group interviews with diverse community groups, emerging technology companies, flight schools, the fixed-base operator (FBO), pilots, tenants, local businesses, and groups of interested community stakeholders. Additionally, the City of Livermore hosted two open houses to provide information and solicit input from the broader public. To further capture stakeholder insights, the City also posted a survey online. These varied approaches allowed the consultant team and City to document input from a wide range of perspectives and ensure that the assessment reflects the priorities and concerns of key parties.

In addition to the community engagement efforts described above and in **Section 2**, the project team analyzed each parcel, considering various factors such as physical and environmental conditions, access, locational attributes, and regulatory positioning (**Section 3, Physical & Site Context**). This information is considered in the context of federal and local regulations

governing land use at LVK (**Section 3, Regulatory Requirements**), along with the airport's development-related market context (**Section 3, Market Setting**).

The analysis considered all information developed through this process to establish findings and prepare an Airport Land Development Framework (**Section 4, Key Findings and Applied Analysis**). Recommendations to further inform and guide the City and LVK's future decision making about airport development and land use are provided in **Section 5, Recommendations**.

2 Community Engagement

Community and airport stakeholder engagement has been essential to ensure that the perspectives and needs of all relevant parties are understood and considered. For this study, the consultant team and the City employed multiple methods of engagement to gather comprehensive feedback. **Attachment 1** provides a list of ideas and themes compiled by the consultant and summary of community engagement and feedback prepared by the City of Livermore.

The project consultant conducted focus group interviews with aviation-related organizations, local businesses, and a variety of community groups interested in sharing their perspectives and concerns about the Livermore Airport, its operations, and future use of airport property. Additionally, the City hosted two open houses to provide information and solicit input from the broader public. To further capture stakeholder insights, the City also posted a survey online. These varied approaches allowed the consultant team and City to document input from a wide range of perspectives and ensure that the assessment reflects the priorities and concerns of key parties.

Information gathered from focus group interviews was aggregated and incorporated into the study. During the focus group/stakeholder interviews, the project team solicited feedback in order to gather and understand perspectives on a transparent and representative basis. The aim of the interviews was to share project background, understand thoughts and concerns related to the use of airport land, and seek input and ideas regarding the airport area and its future direction. Comments provided by participants were confidential and not recorded to allow participants the opportunity to be completely candid and remain anonymous. Feedback collected was grouped into key themes for the purposes of this study.

City of Livermore staff hosted two in-person open houses to provide information and gather input from the broader public. One event was hosted at the Livermore Public Library and one at the Airport (March 21st and April 9th, 2024). These events provided an opportunity for community members to learn about the regulations governing the Airport and provide their feedback on how the Airport can serve the City and residents of nearby communities.

Participants were asked to indicate their preferred uses and desired outcomes for the Airport as shown in the graphs in **Figures 3-5**.

Figure 2: Open House Announcements

The City also hosted an online survey to collect feedback from members of the broader public who could not attend the open house events. The survey input was compiled and reviewed, with responses considered alongside other channels of feedback.

The varied approaches described above have allowed the project team to document a wide range of perspectives and ensure the study reflects community input. Information gathered through the community engagement process was aggregated into the following themes and topic areas which reflect the feedback the project team received:

- **Growth & Development:** Stakeholders emphasized the need to manage airport growth responsibly, focusing on addressing demand for new hangars, supportive non-aeronautical possibilities, cost-effective infrastructure improvements, and limiting operations to smaller aircraft while avoiding commercial airlines and cargo services, attending to the 2010 Resolution about airport growth. Additionally, there was a desire to explore the feasibility of non-aeronautical uses such as research and development, workforce development, and other services on the airport property.
- **Sustainability & Innovation:** Opportunities for renewable energy generation (e.g., solar, hydrogen) and aviation research and development were highlighted as well as emerging technologies like Advanced Air Mobility, electric vertical takeoff and landing (eVTOL) aircraft and drones. These operate without emission and have minimized noise profiles but also require infrastructure upgrades for future integration. Addressing environmental justice and environmental impacts, such as wildlife protection and air pollution, were

noted as crucial responsibilities of the airport. Some called for unleaded aviation fuel to be brought to the airport as soon as possible, which has now occurred.

- **Community & Engagement:** Stronger community outreach by the airport is needed on an ongoing basis with suggestions for aviation-related educational programs, such as STEM centers and field trips, increased communication regarding airport activities, events to foster public interaction, and inter-agency coordination within the region. Past issues related to the airport and divisions within the community still influence current dynamics.
- **Noise & Safety:** Noise management is a key concern, with suggestions for enhanced coordination between the Airport and local realtors to help educate potential homebuyers on the Airport's noise profile and their exposure to it, noise reporting, pilot education, and overall safety improvements. Additionally, some expressed a desire to curtail future airport development due to concerns about safety, noise, and environmental and health impacts.

The following charts depict the results of the dot polling input provided by attendees in response to questions posed at each of the City-hosted Open House events.

Figure 3: Open House Community Responses – What is important for the Livermore community over the next 20 years?

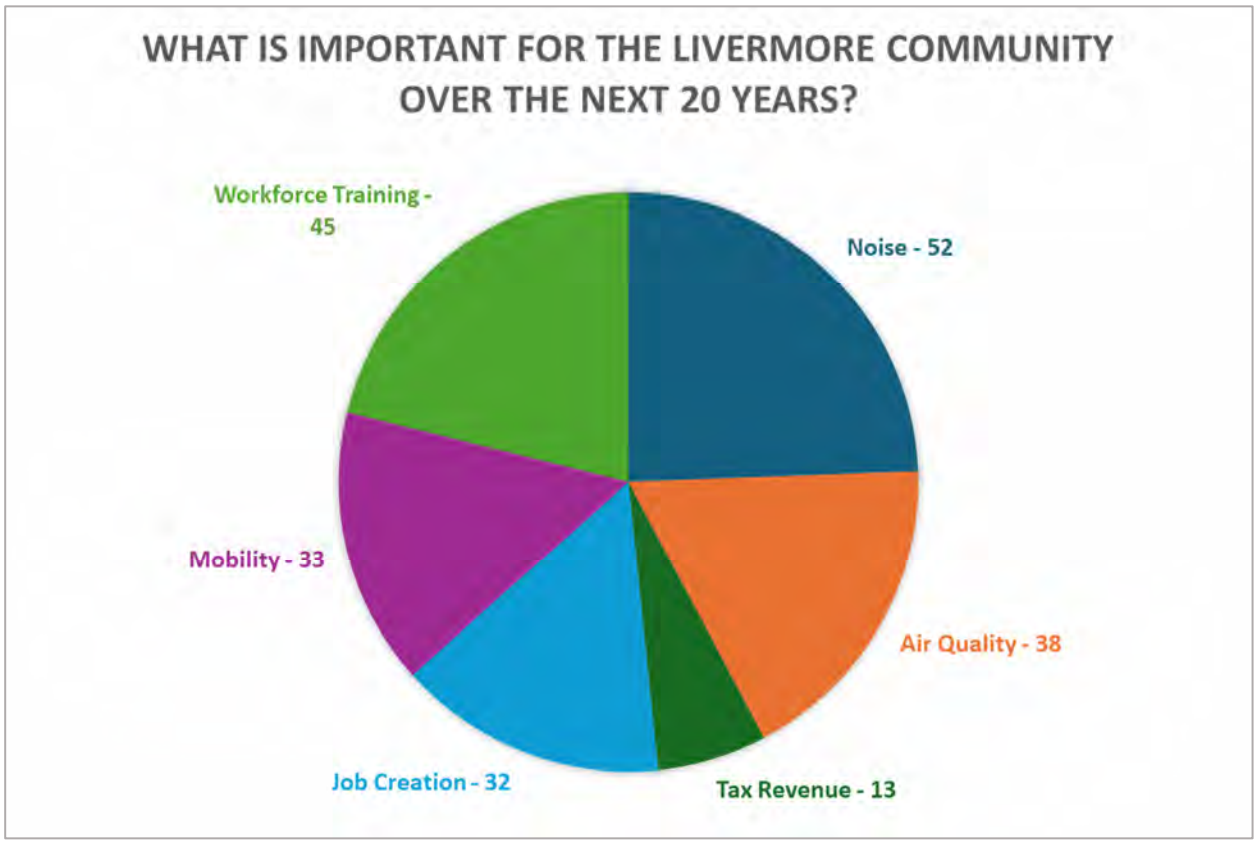


Figure 4: Open House Community Responses – Use of Airport Property - Aeronautical

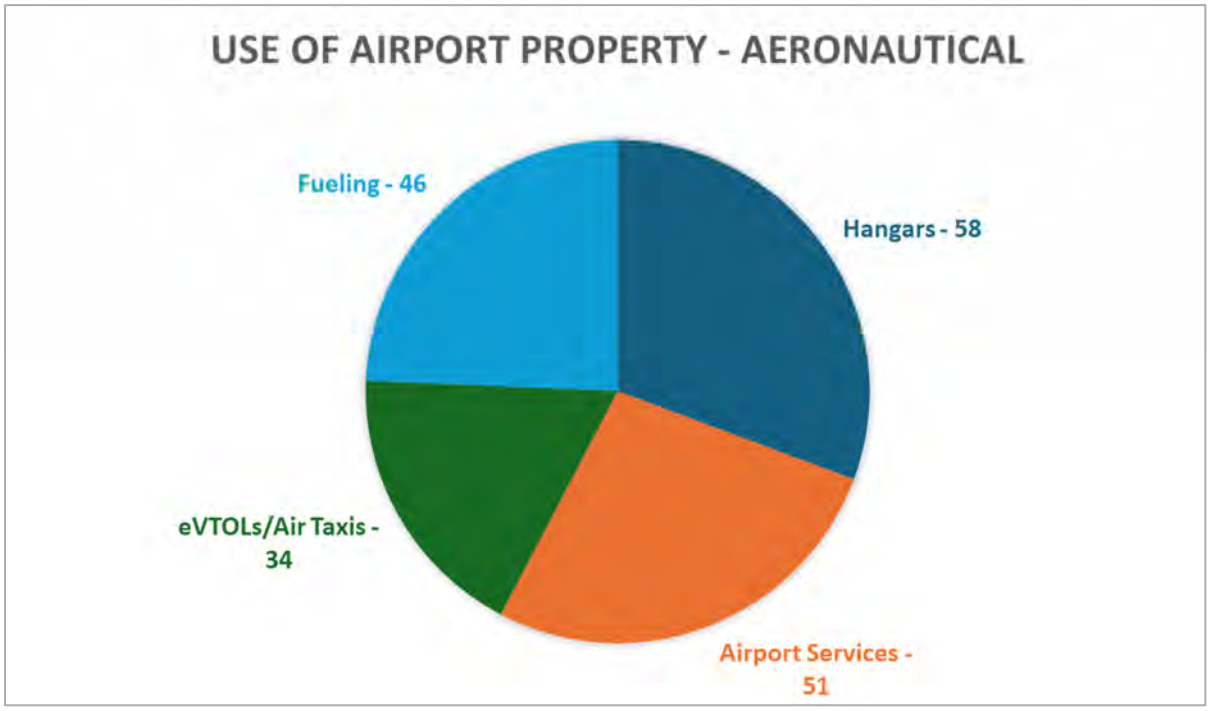
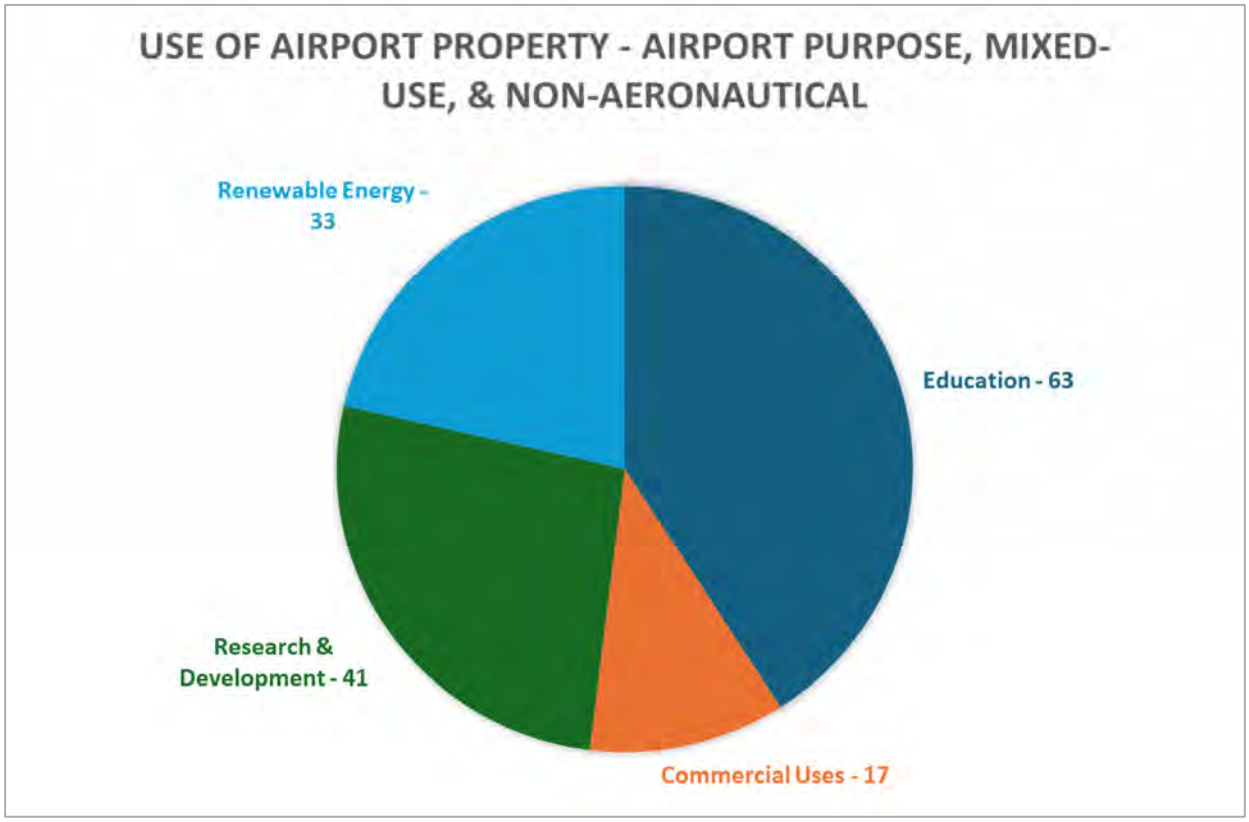


Figure 5: Open House Community Responses – Use of Airport Property – Airport purpose, mixed-use, & non-aeronautical



The valuable input shared through the community engagement process provided the project team a more complete understanding of perspectives and priorities held by the range of participating community members. Generally, the focus groups and broader community desire a range and mix of uses at the Livermore Airport. These insights were considered alongside regulatory requirements and relevant site, market, and industry conditions to develop a framework to inform and guide decisions regarding the balanced development of airport land.

3 Analysis

Regulatory Requirements

Multiple layers of regulations govern the use and development of airport property at LVK and all other airports that are part of the national airport system. The FAA holds regulatory jurisdiction over an airport's aeronautical roles and operations, as well as the use of airport property according to the considerations described below. Additionally, local and airport-level land use controls and regulations are in place to manage the use of airport land.

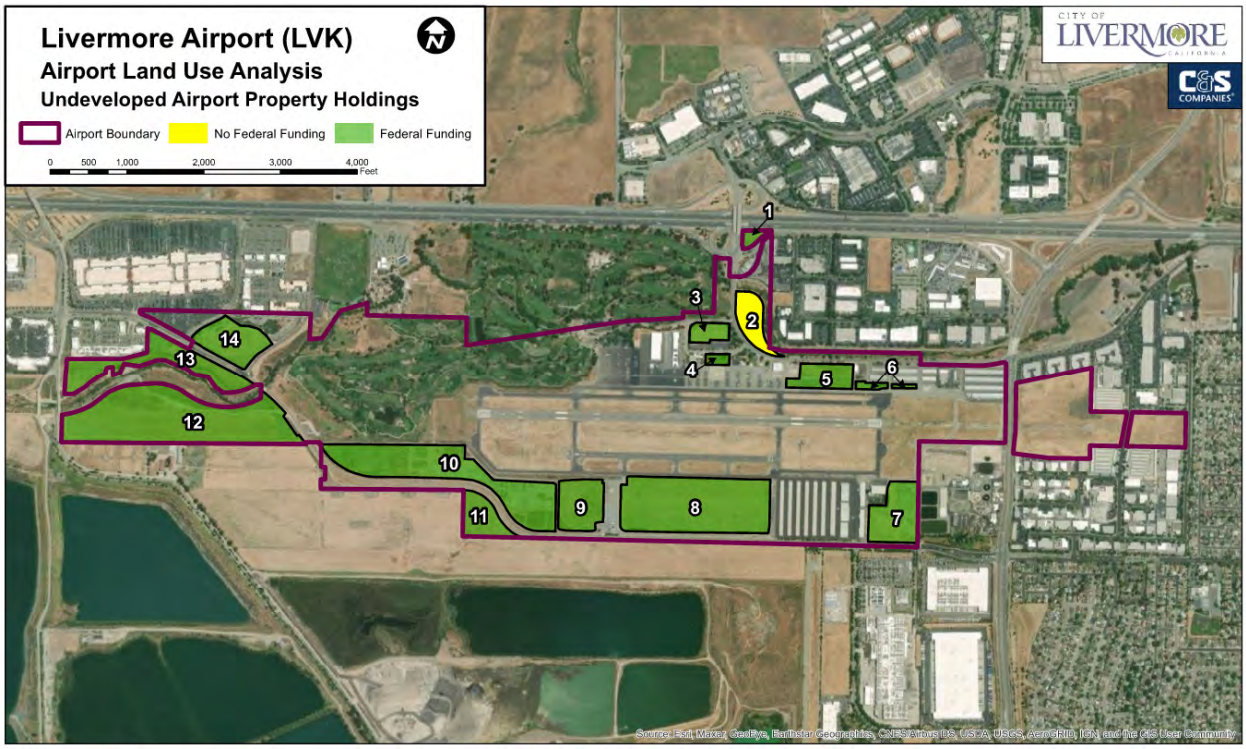
Federal Regulatory Requirements

As part of the national airport system overseen by the FAA, Livermore Airport has received federal funding for property acquisition, various operational and capital improvements, studies, and planning projects. This federal funding comes with obligations, known as grant assurances[2], which require the Airport to adhere to specific regulations and guidelines set by the FAA.

Nearly all LVK property was acquired and conveyed to the City of Livermore with federal funding and participation (see **Figure 6** and refer to **Table 1** for parcel specific information related to federal funding). Federal funding has been used to construct and improve the airport's infrastructure and facilities. Accordingly, nearly all LVK property holds federal obligations and falls under FAA regulatory authority.

[2] https://www.faa.gov/airports/aip/grant_assurances

Figure 6: LVK Federal Funding Map for Undeveloped Land



One key aspect of federal grant assurances is that all revenue generated by the Airport must be used for its operation and maintenance. This means that funds generated by the Airport cannot be diverted to other purposes unrelated to airport operations and assets (this does not apply to property tax and sales tax revenue). Additionally, the Airport must prioritize aeronautical and airport purpose uses over mixed and non-aeronautical uses (see descriptions below). Airports must also work with local authorities to institute proper land controls, such as special districts and overlay districts, to prevent incompatible land uses that could affect the safety of the airspace around the Airport.

FAA land use regulations require Livermore and all other airports to categorize their land into four designations: Aeronautical, Airport Purpose, Mixed-Use, and Non-Aeronautical.

- **Aeronautical:** Uses that directly support the operation of aircraft, such as runways, taxiways, aprons, hangars, and other facilities and services related to the storage, maintenance, and fueling of aircraft. Aeronautical use is the highest priority for airport land.
- **Airport Purpose:** Uses that are related to, but not directly involved in, the operation of aircraft. Examples include aviation terminal buildings, aircraft manufacturing and maintenance facilities, airport user and aeronautical facility parking areas, and aviation-related training facilities.
- **Mixed Use:** Uses that combine aeronautical and non-aeronautical activities. Examples include air cargo or research & development facilities whose use involves aircraft

movement, but also include warehouse, office, or other space or facilities used for non-aeronautical purposes.

- **Non-Aeronautical:** Uses unrelated to aviation that do not support aircraft operations. Examples can include commercial developments like shopping centers, hotels, and office buildings.

Aeronautical and airport purpose uses are given priority for the use of federally obligated airport land and other airport land for which a use affects aircraft movements or safety. Federally obligated land effectively holds an aeronautical use designation by default. In circumstances where an airport is approached with a mixed use or non-aeronautical development proposal, or if an airport wishes to use a portion of its land for one of these use categories, FAA regulations allow the airport to request approval for a change in use. In such cases, the airport must demonstrate that the subject property is not needed to accommodate current or future aeronautical demand over an extended timeframe. A forecast of aeronautical demand is used to support the assessment and review of airport land needed to support an airport's aeronautical needs.

If all criteria are met, the FAA may grant approval for a change in use for a specified timeframe – typically 30-50 years depending on the proposed use and circumstance. The FAA must also approve changes to the Airport Layout Plan (ALP) associated with a project or change in use. All federally obligated LVK property is subject to FAA oversight, and changes in airport land use to mixed-use or non-aeronautical designations must be approved by the FAA.

Airport land use planning and development involve a comprehensive understanding of various factors such as site-specific conditions, regulatory requirements, safety implications, community needs, financial considerations and economic development. Planning tools used by airports to inform land use and development decisions, and support regulatory approval processes, include airport master planning and maintaining an accurate and current airport layout plan. both tools are described below.

Airport Master Plans

Long-range, airport-wide planning is required for airports that receive FAA funding and is most often accomplished through an Airport Master Plan (Master Plan). The Master Plan is a comprehensive study that articulates an airport's development plans over a period of time, usually 20 years, through a thorough process that evaluates current conditions, current and future needs, identifies options to meet those needs and requirements.

Public engagement is both required and essential for the preparation of a Master Plan. Among other elements, the Master Plan typically includes a forecast of aviation demand, establishes airport needs and facility requirements, identifies projects and funding necessary to support airport needs over the planning timeframe. Relative to land use decisions and FAA approval

processes, the aviation forecast component of an AMP, along with airport-wide use planning, can be used to provide a basis for the airport to demonstrate its need for property to support aeronautical uses.

Conversely, this information can be used to demonstrate a lack of need for airport property to support aeronautical uses, a foundational requirement by FAA to consider approval of mixed or non-aeronautical use under their review. LVK is without a recent or relevant Airport Master Plan; the last master plan on record was conducted four decades ago, and a more recent effort last decade was not completed.

Airport Layout Plans

Airports are federally required to maintain an Airport Layout Plan (ALP). The ALP is a detailed graphical and written plan providing a "blueprint" for the development of an airport. It typically includes current and future airport facilities and infrastructure, safety areas, current and future land use, property acquisition and funding information, environmental impacts, and airspace considerations. An airport's ALP serves as a crucial planning tool that guides the orderly development of airports and ensures compliance with safety and operational standards. The ALP is subject to FAA approval and is updated periodically to reflect changes to the airport; the ALP should be updated and submitted to the FAA as changes to land use or development is proposed for regulatory review and approval. The most recent version of the ALP made available to the consultant team was dated 2014.

Local Regulatory Setting

General Plan

The Livermore General Plan establishes a range of goals and policies regarding the Airport. The General Plan's policies foundation by which Airport's development plans fit within the broader community land use plan, essentially ensuring that the Airport's growth and operations align with the overall vision for the surrounding area, including considerations like noise mitigation, land use compatibility, safety, and community impact assessments within the Livermore General Plan.

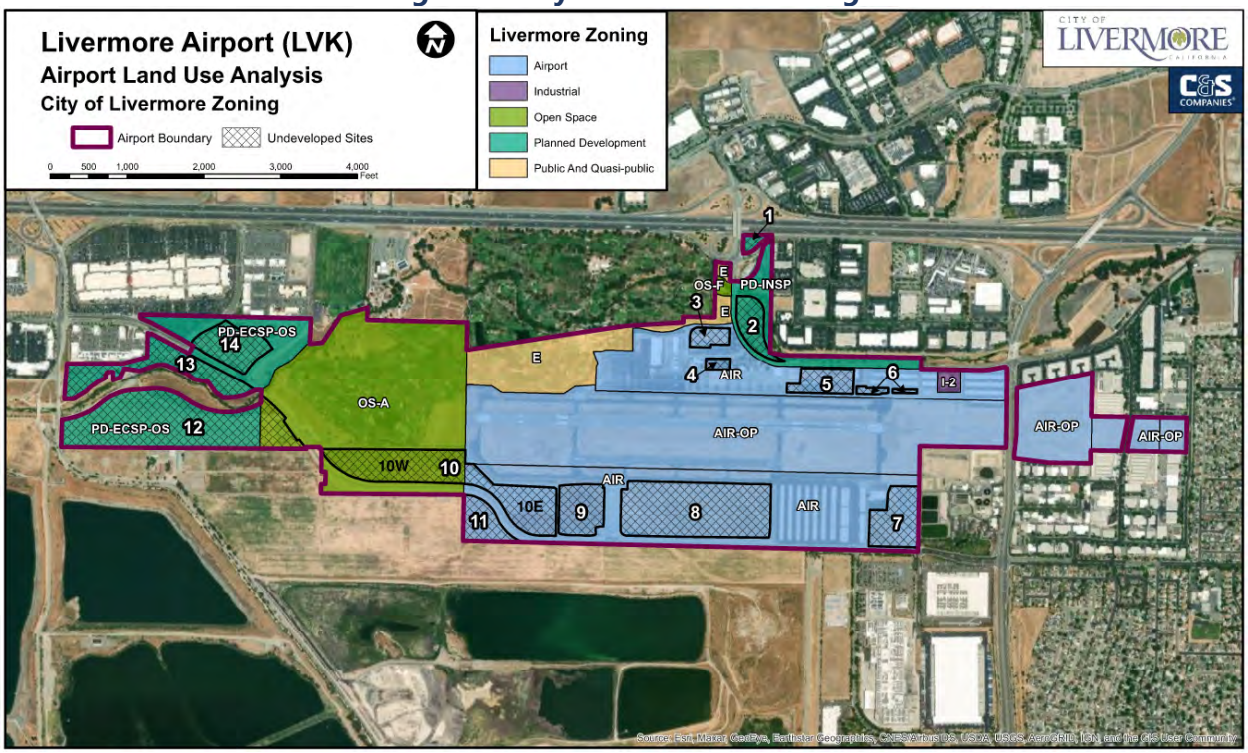
Livermore Development Code

Airport operators and local governments must carefully consider land use compatibility to ensure the safety, efficiency, and long-term viability of the airport, the safety and comfort of its surrounding areas, and to coordinate with local plans. The municipal zoning code is a mechanism to provide and enforce land use controls throughout a jurisdiction, including airport property. City of Livermore zoning and related General Plan land use designations provide a layer of land use regulation in addition to the federal regulatory context described above.

Proposed uses on airport land that are inconsistent with local zoning would require a zone change or use approval.

Figure 7 below shows City of Livermore zoning designations for the LVK property.

Figure 7: City of Livermore Zoning



City of Livermore Resolution No. 2010-058

The City Council of Livermore enacted Resolution No. 2010-058 for LVK which addresses development at LVK in line with the City's General Plan. This resolution aims to ensure that the land uses at and surrounding the Airport are compatible with its operations, safety, and development needs. The resolution reflects the City's commitment to supporting long-term viability of the Airport while maintaining the quality of life for residents in the surrounding area.

Elements of the resolution include:

- Future development at the Airport shall only occur in response to existing aviation demand. Whether demand exists shall be evaluated by the Airport Advisory Commission, and shall be based on tangible evidence, such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft having to fly to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transport.

- The City does not intend to extend the existing runways.
- In cooperation with other Tri-Valley Cities, the City will conduct periodic noise monitoring activities and report these activities to local elected Boards at least once every two years.

The full policy resolution is provided in **Attachment 2**.

Leasing and Development Policy

The Leasing and Development Policy for LVK, adopted by the City of Livermore in 2023, provides detailed guidance for how development and leasing can occur at the Airport. According to this document, the purpose is to "set forth processes and procedures to evaluate and approve or reject proposals related to the leasing and/or development (including construction, modification, and/or renovation) of aeronautical and non-aeronautical land and/or Improvements within the legal boundaries of the current Airport Layout Plan (ALP) for the Livermore Municipal Airport (Airport)."

Elements of the Leasing and Development Policy include:

- Detailed requirements, procedures, and criteria are laid out for leasing or development activity pursued by the City and others such as private parties.
- Public engagement is required as part of the City's approval process, and an applicant must prepare and adhere to a Public Engagement Plan.
- Possible grounds for rejecting an application or proposal are listed. This section incorporates Resolution No. 2010-058 by reference (see above) and includes a number of additional criteria that may be used to reject an application or proposal at the City's discretion.

The complete Leasing and Development Policy is provided in **Attachment 3.**

Airport Noise

In accordance with federal law, the City is prohibited from imposing restrictions or regulations on airport access based on the kind, type, or class of aircraft that can safely operate at Livermore Airport. As such, all aircraft meeting the necessary safety standards are permitted to utilize LVK facilities.

LVK recognizes the importance of addressing community concerns regarding noise levels. The Airport has implemented a Voluntary Restraint from Night Flying policy to mitigate nighttime disturbances.

Under this policy, aircraft operators, especially those of jet aircraft, are strongly encouraged to adhere to the designated "Livermore Airport Voluntary Restraint from Night Flying Time Period,"

which spans from 10:00 p.m. to 6:00 a.m. local time. During this period, aircraft operators are requested to refrain from flying, thus minimizing noise disruptions to the surrounding community. Airport staff provides pilots with a Pilot Information Guide that contains the noise abatement procedures and the voluntary restraint from night flying policy. This guide is provided as **Attachment 4**.

Site Characteristics and Physical Conditions

Key conditions affecting the development potential of available LVK sites were documented and assessed as part of a screening process to identify use opportunities on the Airport properties being examined. Conditions assessed for each site include various physical, environmental, access, locational, and regulatory factors affecting future use potential for each site. **Attachment 5** provides a series of maps illustrating a variety of environmental and regulatory site conditions. **Table 1** summarizes key conditions for each site.

Table 1: Site Condition Summary

Site #	Acres	Current Use	Location & Access – Landside	Airfield Access	Federal Funding	ALP Designation	Zoning Designation	General Plan Land Use Designation	Environmental - Water & Flood Zones	Adjacencies
1	1.2	Planned development of gas station	North corner site between Kitty Hawk Rd and the on ramp to 580	No	Yes – Portion of property AIP 9-04-134—0501		Planned Development (PD-INSP)	Mixed Use – Isabel Neighborhood Specific Plan	None	580 ramp and Kitty Hawk Road.
2	5.3		An undeveloped tear drop site located North of Airway Blvd.	No	No	Non-Aviation Revenue Support (RS)	Planned Development (PD-INSP)	Mixed Use – Isabel Neighborhood Specific Plan	AO – 100 Year Flood Zone, Shallow Flow. Arroyo Las Positas stream runs along the outside of this parcel	Situated between Airway Blvd to the west and southwest and Arroyo Las Positas stream to the north and east. There are other adjacent commercial developments and eateries nearby.
3	2.8		Undeveloped site between the parking lot on Terminal Circle and Club House Drive	No	Yes – AIP 9-04-134-0501	Aviation Development (AD)	Airport (AIR-SE)	Community Facility	Portion of this parcel is AO – 100 Year Flood Zone, Shallow Flow	LVK Terminal Building, Five Rivers Aviation (FBO), public parking lot (with solar mounted sunshades, Las Positas Golf Course. Situated between Terminal Circle, Club House Dr., and Airway Blvd.
4	1		Rectangle site to the directly east of the terminal building on Airway Blvd. Old Administration Building	Yes	Yes – AIP 9-04-134-0501	Aviation Development (AD)	Airport (AIR-SE)	Community Facility	None	LVK Terminal Building and the ATCT. Landside access to Terminal Circle.
5	5.7		Large rectangle site west of Fire Station 10 off Airway Blvd. Undeveloped land with its own apron	Yes	Yes – AIP 9-04-134-0501	Aviation Development (AD)	Airport (AIR-SE)	Community Facility	None	Fire Station 10, Taxiways J and A, and landside access to Airway Blvd.
6	0.8 and 0.4		Two small rectangle sites south of the Northeast hangars and Fire Station 10. Located within the RPZ.	Yes	Yes – AIP 9-04-134-0501	Aviation Development (AD)	Airport (AIR-SE)	Community Facility	None	Fire Station 10, Northeast hangars, and Taxiway J and A adjacent.
7	9.9		Undeveloped site with a concrete pad to the west of the water resources facility off W. Jack London Blvd	Possibly	Yes - AIP 3-06-0123-02	Aviation Development (AD)	Airport (AIR-SE)	Community Facility	None	West of the Southeast Hangars, could possibly have access to Taxiways B and K. Also, adjacent to the Water Resources Facility and Gillig.
8	31.2		Large undeveloped rectangular site east of the Southwest Apron, west of	Yes	Yes – AIP 3-06-0123-01	Aviation Development (AD)	Airport (AIR-SE)	Community Facility	None	Taxiway L, R, Q, P adjacent and roadway access to W. Jack London Blvd.

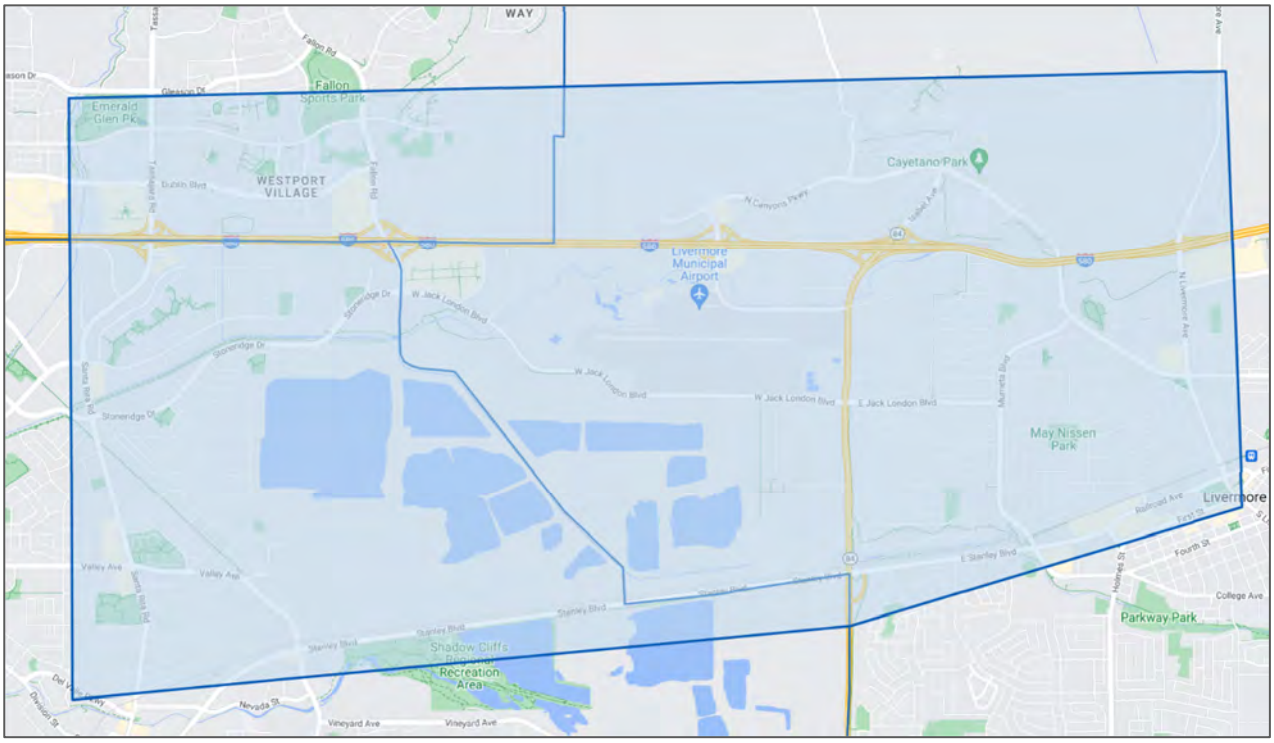
			the Southeast hangars, and north of W. Jack London Blvd.							
Site #	**Acres**	**Current Use**	**Location & Access – Landside**	**Airfield Access**	**Federal Funding**	**ALP Designation**	**Zoning Designation**	**General Plan Land Use Designation**	**Environmental - Water & Flood Zones**	**Adjacencies**
9	8.6		Undeveloped square site west of the Southwest Apron and north of W. Jack London Blvd.	Yes	Yes – AIP 3-06-0123-01	Aviation Development (AD)	Airport (AIR-SE)	Community Facility	None	Taxiway L adjacent and roadway access to W. Jack London Blvd.
10	27.7	Currently short-term lease with a local auto dealer as an overflow lot.	Large undeveloped site. Some gravel base. Half of the parcel is in the RPZ.	Yes	Yes - AIP 3-06-0123-03 and 3-06-0123-10	Non-Aviation Revenue Support (RS) and Airfield Operations (AO)	Half Airport (AIR-SE) and half Open Space Agriculture (OS-A)	Half Open Space and half Community Facility	Half of the parcel is in AE – 100-year Flood Zone	Long site that follows the curve of W. Jack London Blvd of the west side of Runway 7 ends. South of the Las Positas Golf Course. Partial gravel lot.
11	6.1		Small undeveloped triangle site south of W. Jack London Blvd off the Runway 7 end	No	Yes - AIP 3-06-0123-03	Non-Aviation Revenue Support (RS)	Airport (AIR-SE)	Community Facility	None	Adjacent to agricultural land and the gravel pits to the south.
12	40.3		Large undeveloped site to the west of W. Jack London Blvd. And to the west of the Las Positas Golf Course.	No	Yes – AIP 3-06-0123-12 and 3-06-0123-11	Non-Aviation Revenue Support (RS)	Planned Development (PD-ECSP-OS) El Charro Special Plan	Open Space	AE – 100-year Flood Zone. Arroyo Las Positas stream runs along the northern part of this parcel	Adjacent to agricultural land and the Arroyo Las Positas stream.
13	14.9		Large undeveloped site to the southwest of W. Jack London Blvd. And to the west of the Las Positas Golf Course.	No	Yes – AIP 3-06-0123-13, 3-06-0123-12, and No (portion was a part of a land swap)	Non-Aviation Revenue Support (RS)	Planned Development (PD-ECSP-OS)	Open Space	AE – 100-year Flood Zone. Arroyo Las Positas stream runs along the southern part of this parcel	Adjacent to The Shops at Livermore and the Arroyo Las Positas stream.
14	9.1		Square parcel situated between W. Jack London Blvd, Wolf House Dr., and the Livermore Outlets.	No	Yes – AIP 3-06-0123-13 and 3-06-0123-12	Non-Aviation Revenue Support (RS)	Planned Development (PD-ECSP-OS)	Open Space	AE – 100-year Flood Zone	Near the parking lot for the Livermore Outlets and a strip mall with hotels and convenient eateries.

Source: various public documents; C&S Companies compilation

Market Setting

To gain an understanding of local market area and conditions, the consultant team defined a study area around LVK, shown in **Figure 8**. The study area was established based on a review of real estate submarket data, transportation network, jurisdictional bounds, and the Airport Land Use Compatibility Plan for LVK. Because the Airport is in the western part of the City of Livermore, areas of Dublin and Pleasanton have been included in the study area. The following section highlights several key factors pertinent to the screening process.

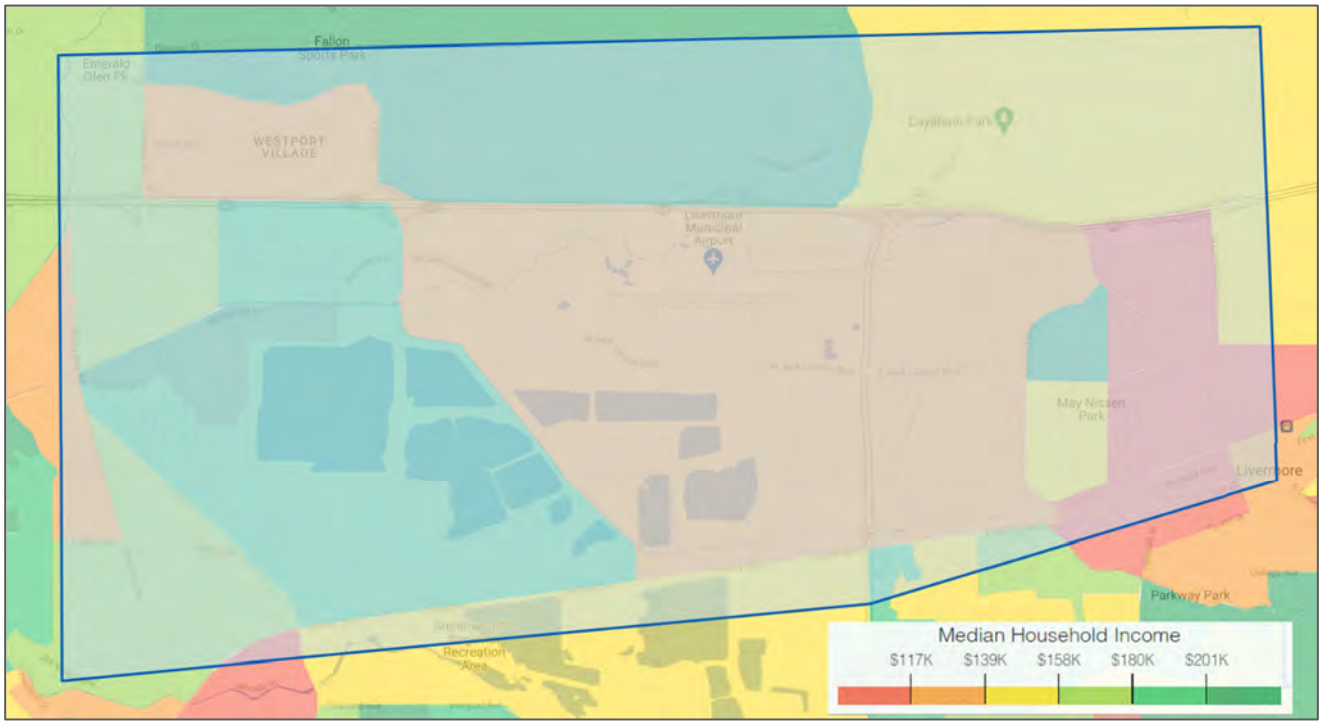
Figure 8: Study Area Boundary



Source: C&S Companies, 2024

The project team reviewed key socioeconomic characteristics, prevailing development patterns, local traffic data, and market conditions and trends for office, industrial, flex, retail, and hospitality sectors. Analysis of these factors within the study area helps identify what opportunities and constraints may exist in the marketplace, which in turn, informs what may be possible for airport property from a market perspective during the screening process and analysis.

Figure 9: Median Household Income for Study Area



Source: ESRI Demographics, C&S Companies

Figure 9 illustrates the geographic distribution of median household incomes across the study area. It features a map with color-coded areas, where different shades represent varying income levels. The red shaded areas illustrate lower median household incomes, while green shaded areas represent higher median household incomes. Overall, the figure serves as a visual tool to quickly understand and compare the economic disparities and wealth distribution across the study area.

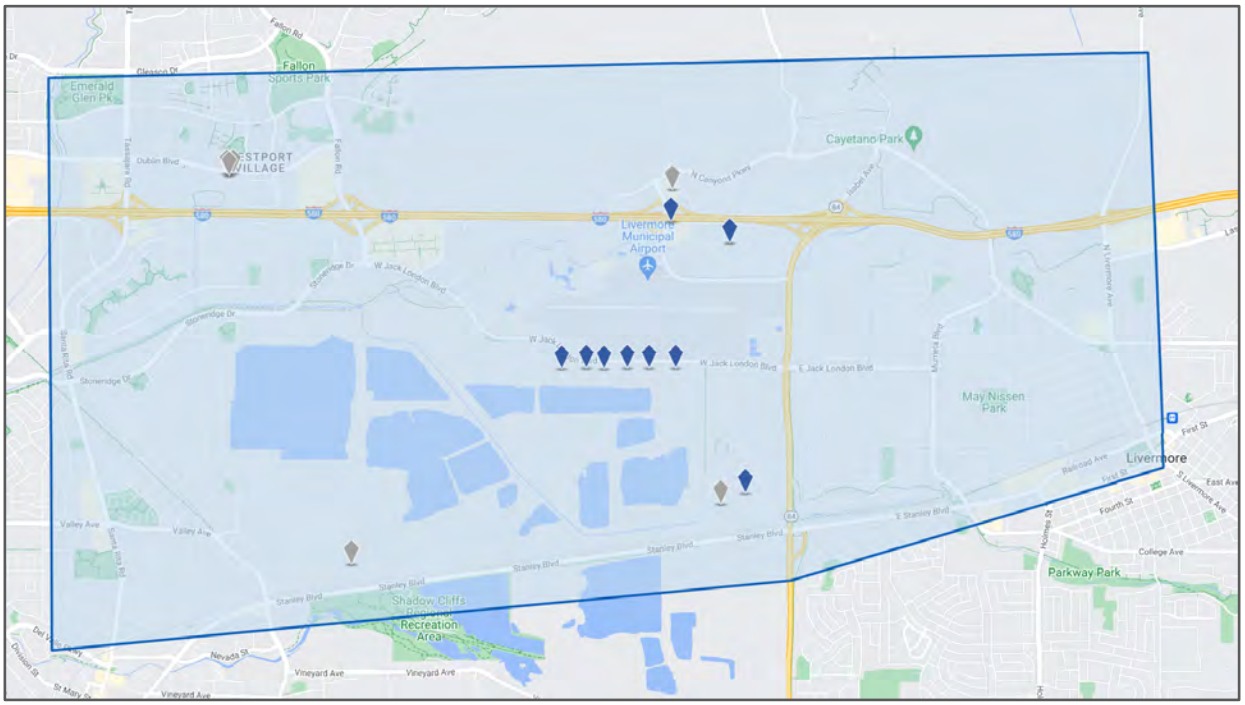
Figure 10 depicts average annual daily trips (AADT) traffic counts on roadways in the airport vicinity. The traffic counts indicate how heavily traveled the interstate system is, creating opportunities for "roadside retail" of a quick access/convenience nature. Jack London Blvd. immediately south of the airport has significantly less traffic, which while not conductive to supporting retail business models, may support truck and heavier vehicle traffic already given the industrial concentrations along it. With seven industrial and/or distribution developments proposed south of the Airport, truck traffic along this route could potentially grow more congested.

Figure 10: Airport Vicinity Traffic Counts

Source: CoStar Group, AADT dated 2022

There are a number of projects proposed, in final planning, or under construction in each of the three Cities within the study area, as depicted in **Figure 11**.

Figure 11: Planned or Proposed Projects



Source: CoStar Group; C&S Companies

Multiple light industrial and distribution projects are proposed or in final planning stages throughout the study area. All but one of these projects are located within the City of Livermore; the other proposed industrial project is in Pleasanton. In 2024, the south side of Jack London Boulevard was annexed into the City (across the street from the Airport's south side) and now allows for industrial uses. Additionally, construction has begun on a logistics facility south of the Oaks Business Park, west of Isabel Avenue. Furthermore, multiple commercial retail projects are also in final planning stages or have been proposed in the study area which include small scale retail spaces and hotel/hospitality development. Finally, interest in solar energy development has been noted for airport property, including rooftop and ground-mounted systems.

Range of Influencing Factors

Beyond existing conditions and requirements impacting airport land, there are a number of other important inputs and influencing factors that must be considered when evaluating if and how airport land can be utilized. These influencing factors help identify opportunities and constraints to ensure the use of available LVK sites is suitable within the complex regulatory, environmental, and community context of airport operations.

City Responsibilities and Goals for the Airport

- Operate the airport in accordance with the obligations and assurances that accompany FAA grant funding.
- Generate additional sources of revenue through the efficient and compliant use of Airport land to support airport self-sustainability, one of the federal grant assurances, and support fiscal health of the City.
- Balance Airport operations and revenue production with community needs and perspectives.
    - Although the Airport is an established part of the national air transportation network, many residents have expressed concerns about Airport-related noise, air quality, and other conditions that potentially impact their perceived quality of life. Therefore, decisions regarding the future use of Airport land should thoughtfully consider the implications to the broader community.
    - The Livermore community and broader region stand at the forefront of technological research and development. The Airport may be positioned to embrace emerging aviation technologies. The City of Livermore has been actively :
        - Working to bring unleaded fuel for aircraft to the airport as commercial availability materializes,
        - promoting the use and development of alternative fuels at the Airport,
        - facilitating electric aircraft,
        - and positioning Livermore within regional advanced air mobility (AAM) networks.

  - Many of these operations could reduce the level of noise, air quality, and other impacts experienced in the broader community.

Airport User Needs

- There is currently a multiple-year waitlist for hangar space of all types at the Airport, including existing tenants and airport users. Turn-over rates for hangar occupancy vary according to the type of hangar space. Airport users have indicated that additional hangar space would help meet personal, educational, and business aviation needs. Hangar space is classified by the FAA as aeronautical use.
- Continued and increased awareness of community sensitivities and ways for Airport users to reduce negative impacts experienced in neighborhoods surrounding the Airport.
- Access to unleaded and alternative fuels and infrastructure that enable and encourage the use of new, more sustainable aviation technologies.

Community Perspectives

- The broader community holds a wide range of perspectives and priorities related to the future use of Airport land.
- Airport users generally support Airport operations and hold interest in its continued improvement in aviation services and growth.
- Individuals and community groups have expressed concerns about impacts associated with the Airport, which they feel diminish their quality of life. These include noise, air quality, and other issues which have been expressed to the City without clear and coordinated response or resolution. These concerns should be considered when making any decisions related to future use of undeveloped Airport land.

Airport-Community Synergies

- Airports can do much more than simply support the air transportation network; they can serve roles that engage and strengthen their communities. Suggested uses from participants in the outreach process for this effort included:
  - Education: Aviation-related job training; partnerships with local or regional colleges and universities; youth programming and outreach
  - Public Services: Museums, recreational, conservation, and other uses intended for public access and benefit
- Environment: Airports can play leading roles in advancing sustainability.
  - Embrace cleaner and alternative fuels
  - Encourage the use of energy-efficient and environmentally friendly aircraft through policy, design, and land use
  - Conserve existing habitat and open space on property with limited development potential
- Support Emerging Technology:

- The Bay Area and surrounding region is positioned to support an Advance Air Mobility (AAM) network featuring small electric aircraft that will transport passengers among communities throughout the region.
- LVK holds potential to leverage local and regional research & development capacity for aviation-related applications.

4 Key Findings and Applied Analysis

Findings and Considerations

A number of important findings and considerations have been identified as a result of this analysis. These findings help identify composite constraints and opportunities for the subject airport properties, based on the thoughtful consideration of regulatory requirements, site characteristics and physical conditions, market context and various influencing factors described above. Key findings of the analysis are summarized as follows.

1. Federal funding has been used to buy or invest in nearly all Airport property, which comes with legal requirements for the use of airport land called federal obligations. This means strict rules are in place for this land to be used only for aeronautical and airport purposes.
2. Livermore Airport is obligated to continue operating as an airport, and aeronautical uses are prioritized above all other uses as a federal requirement.
3. A variety of community perspectives exist, and the City should seek to meet airport development needs and benefit creation while managing the impacts experienced in the community.
4. Substantial hangar demand exists. Hangar development would enable a number of airport users to base aircraft at LVK rather than commuting in and out.
5. The supply of available off-Airport land for new development is limited in the vicinity of LVK. There may be a market for light industrial property to support advanced manufacturing or warehousing & distribution operations, particularly on the airport's south side. Interest in solar energy development has been noted, including rooftop and ground-mounted systems. Some preference for the rooftop-mounted type was expressed by members of the public in order to preserve open land.
6. There is a shared mutual interest in using airport property in ways that benefit the broader community beyond aeronautical users.
7. Per FAA regulations, airport property that is not needed for aeronautical use now or in the future can be used for other purposes. Regulatory processes require the airport to demonstrate that this land is not needed to meet its aeronautical needs.

While the previous findings are certainly important, the following is the most significant finding from this land use analysis given the impact it has on airport land use and development in total,

including aeronautical and airport purpose development accommodation and whether other non-aviation uses can be considered at all for development on airport property.

8. LVK does not have the information necessary to fully know or demonstrate its foreseeable aeronautical needs/demands – or the facility, infrastructure, and property needs associated with those needs – which also means residual property cannot be fully identified and considered for other uses, including certain types of educational facilities strongly preferred by community input.

In other words, any mixed use and/or non-aeronautical uses of airport land are conditional and can only be considered once the necessary information is available**.**

Application of Key Findings

Table 2 summarizes the application of key findings at the property level with regard to regulatory, physical, and environmental conditions; future use considerations; and notable relevant factors.

Sites are assigned to functional groups for this summary table according to shared characteristics or positioning, and site numbers correspond to the labeling used in **Figures 1 and 12** and mapping provided in **Attachment 5**.

Table 2: Application of Key Findings to LVK Sites

Sites	Key Conditions	Important Considerations for Future Use	Relevant Factors
1	o Site 1 was acquired with federal/FAA funding involvement. o Zoned for Planned Development (PD-INSP) which allows various commercial uses. o No apparent environmental constraints, i.e. not located in flood zone.	o For Site 1, the proposed gas station is a non-aeronautical use that requires FAA land use approval. o A zone change or permit would be required if the use is not allowed by right under the Planned Development zoning designation.	o Gas station development has been proposed for Site
3-9, 10E, 11	o All sites were acquired with federal/FAA funding involvement. o Aeronautical designation on current ALP. o Airfield access. o Airport (AIR-SE) zoning. o Utility service needs depending on site. o No apparent environmental constraints, i.e. not located in flood zone.	o Aeronautical use is required and federally obligated on such properties. o Any proposed change to a use that is not aeronautical or airport purpose (meaning mixed-use or non-aeronautical) would require FAA approval for a change in land use for a specified period of time. ▪ This approval requires the Airport to first demonstrate that such property is not needed for any aeronautical or airport purpose use now or in the future. An aviation forecast with applied facility requirements may be used to demonstrate aeronautical need or lack thereof; this type of analysis is often conducted in an Airport Master Plan. o FAA approval for mixed- or non-aeronautical use would also require LVK to demonstrate that a proposed use: ▪ Would not affect "needed aeronautical facilities" ▪ Provides a "net benefit to civil aviation" ▪ Is compatible with the "needs of civil aviation" Uses must be allowed by right under the Airport zoning designation or otherwise require a zone change or permit.	o Current regulatory context requires aeronautical or airport use. o Revenue production through aeronautical leasing and operations. o Significant community interest in noise, air quality, and other environmental conditions which could be exacerbated by changes in the volume or nature of aeronautical operations. o Non-aeronautical or mixed use would require FAA approval and demonstration that site(s) are not needed for aeronautical or aviation purposes. o Market demand exists for hangar development; interest has been expressed in solar power generation.

Sites	Key Conditions	Important Considerations for Future Use	Relevant Factors
2, 10W, 12-14	o Site 2 was acquired using local funds; all others acquired with federal/FAA funding involvement. o Non-Aviation Revenue Support designation on current ALP. o Site 2 zoned for Planned Development (PC-INSP); all others zoned for Open Space (PD-ECSP-OS). o Located within the 100-year flood zone – serious development constraint.	o Site 2 holds no federal obligations and is not subject to FAA regulatory authority including approval of a change in use. o Sites 10W, 12, 13, and 14 are federally obligated and any proposed use that is not aeronautical or airport purpose (meaning mixed-use or non-aeronautical) would require FAA approval for a change in land use for a specified period of time. o Flood zone coverage is a serious constraint to future development. Costly mitigation and environmental review processes would be necessary to enable future development on these sites, if possible at all. o Uses must be allowed by right under the Open Space zoning designation or otherwise require a zone change or permit.	o No development is recommended due to location within the 100-year flood zone. o Disturbance of stream, riparian, wetland, grassland, forest, and agricultural uses should be avoided.

So, what does this all mean?

Key takeaways:

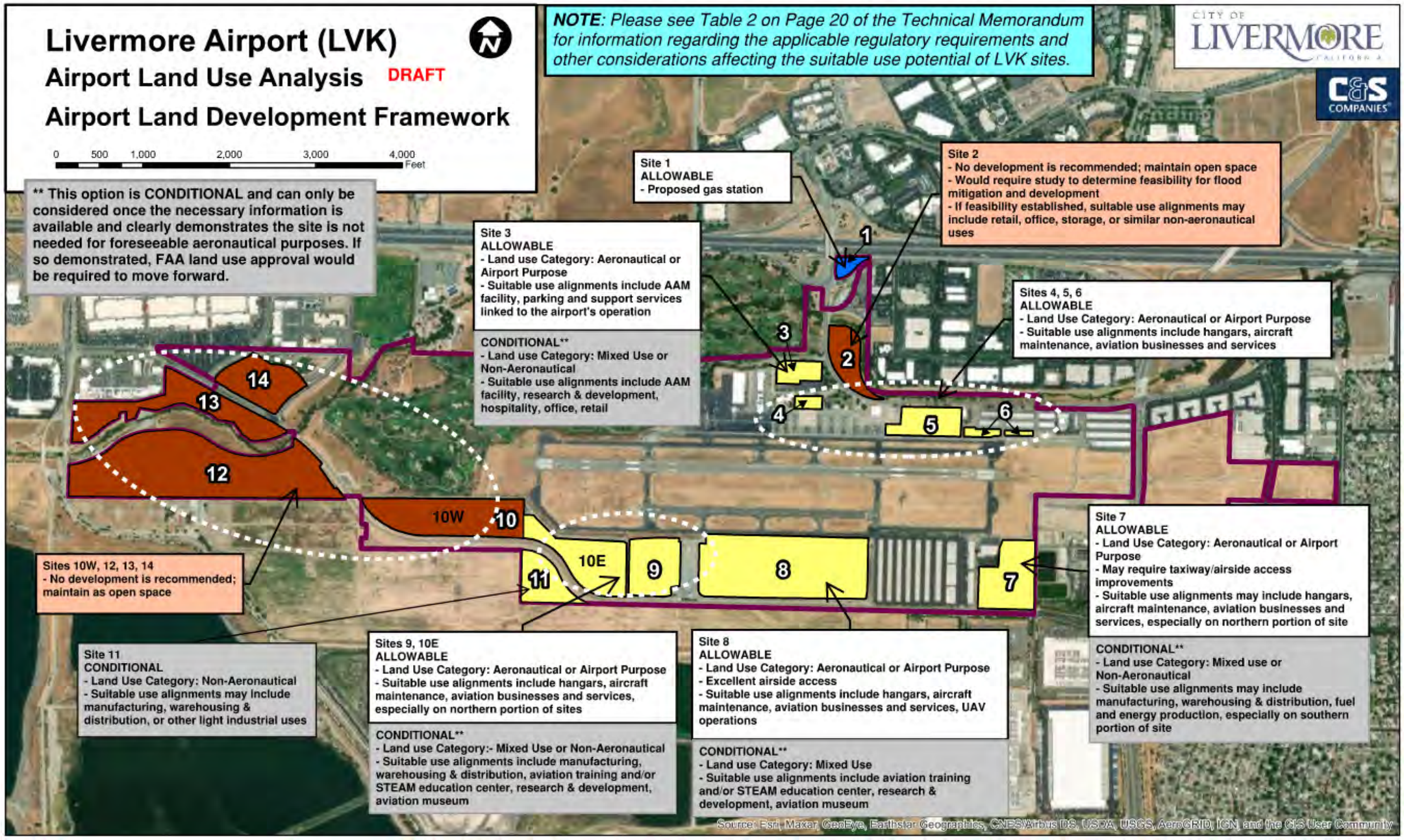
- The airport holds federal obligations to serve air transportation as its foremost priority, but also holds some flexibility to align its purpose and development with community needs.
- The City of Livermore, with the engagement of a broad spectrum of community segments, has an opportunity to establish a vision and set direction for how the Airport fulfills its role as an airport in the national aviation system, complies with its federal obligations, and meets its responsibility as essential community infrastructure and an economic anchor.
- Land use decisions must consider Airport role and user needs, regulatory context and critical planning required by FAA, local land controls and agreements in place such as the 2010 Resolution, airport site (physical) conditions, community segment perspectives, as well as local market dynamics.
- The Airport is missing required information which means certain decisions regarding land use on airport land are not able to made until such as time as the information is available.

Taken as a whole, the findings from this analysis and these key takeaways provide a framework to support decisions regarding airport land use, informing recommendations and next steps in order to have the information needed to even consider certain land uses and possible compatible development in the future.

Airport Land Development Framework

An Airport Land Development Framework was prepared to illustrate potential development directions or opportunities for the LVK sites evaluated for this study. This framework, provided in **Figure 12,** links the sites to potential FAA use designations and development opportunities while noting key site and regulatory conditions that must be considered and/or addressed as the City of Livermore makes decisions regarding land use and development.

Figure 12: Airport Land Development Framework



5 Recommendations

This study is intended to guide the City of Livermore on the criteria, constraints, and opportunities that exist for undeveloped Airport property. This assessment serves as a resource, which identifies the range of use possibilities for a given site, key conditions affecting future use potential, and anticipated processes and/or next steps needed to advance goals.

The City of Livermore's planning for future Airport operations, land use, and interactions with the community is a complex, ongoing endeavor that will extend into the coming years. The following strategies and actions are recommended as part of this ongoing process.

Near-term Recommendations

- Evaluate specific demand for hangar space based on current waiting lists and with reference to Resolution No. 2010-058, which identifies hangar waiting lists as evidence of demand for consideration by the Airport Advisory Commission relative to airport development. As warranted:
    - Use the Land Use Development Framework to guide location decisions according to the format and land area needed to meet demand.
    - Pursue limited allowable leasing and development to meet demand according to 2023 LVK Leasing and Development Policy.
- Verify current Airport Layout Plan (ALP) status and consider need for updates reflecting current conditions, if applicable.
- Confirm all Airport property transactions, funding and FAA use approvals are consolidated, clearly recorded and maintained as such; if not, establish practices accordingly.
- Establish a vision for the future of LVK to reflect its role and responsibilities within the national aviation system and incorporating a variety of perspectives from the aeronautical, civic, and broader community at large – *can be completed as part of Airport Master Plan.*
- Complete a forecast and application of results (known as facility requirements) in order to support assessment of comprehensive demand for aeronautical land use and/or ALP set update – *recommend completing as part of an Airport Master Plan* in order to maximize effectiveness and benefit.
    - Establish an updated 20-year forecast of aviation demand for LVK.
    - Apply the aviation forecast to the following airport requirements:
        - Facilities
        - Infrastructure
        - Land area to support aeronautical and airport purpose uses; residual land, which can then be considered for opportunities for non-aeronautical or mixed use.

- Identify and implement best practices to address operations during sensitive hours, touch-and-gos, approach elevations, etc.
- Provide established forums and programming for ongoing community outreach and interaction; establish and adhere to policies for communication with interested residents.

Mid-term Recommendations

- Conduct a comprehensive Airport Master Plan Update in order to efficiently and effectively:
    - Establish a long-term vision for LVK and its place in the community and region (generally 20 years).
    - Provide an understanding of the airport's facility requirements and capital programming to support these needs.
    - Develop a strategic framework to guide LVK according to vision while balancing the priorities of the City as airport sponsor with those of the broader community.
- Include the following components in the Airport Master Plan:
    - Robust, transparent, and meaningful public engagement program
    - Aviation demand forecast (FAA approves 10-year forecast; 10 – 20-year timeframe is necessary for planning)
    - Facility requirements (which applies the results of the forecast to identify facility needs for aeronautical use and reserve land for such purposes)
    - Alternatives analysis
    - Airport Layout Plan (ALP) update (approved by FAA)

What's important to know about an Airport Master Plan?

A few important considerations as to why a Master Plan could prove helpful at the Airport:

- A functional result of the Master Plan is defining the land areas and sites needed to support aviation needs while conversely establishing areas for mixed or non-aeronautical use in locations not needed to support aviation needs.
- While the FAA does not require that airports complete an Airport Master Plan, the federal agency does require that essential airport planning occurs, as it is critical input to the ALP and supports the airport in meeting its federal obligations.
- Airports and the FAA have generally utilized the Master Plan as an effective and efficient vehicle for accomplishing essential planning work, as well as relevant analysis and supportive activities aligned to the situation and goals.
- The FAA will fund eligible costs of a Master Plan, which varies in total cost based on the airport, its role and operations, the magnitude of issues and deferred planning, among other factors. A Master Plan for a general aviation airport can range from $500,000 to $2M depending on the complexity of issues and how current the previous planning documentation is found to be.

Long-Term Recommendations

- Use the LVK Airport Master Plan outcomes to guide future land use and development decisions based on this comprehensive, community-informed and FAA-reviewed plan.
- Continue to revisit the Airport Master Plan periodically and update in response to evolving airport and community needs in the future.
- Update Airport Land Development Framework in accordance with Airport Master Plan.

Attachment 1 – Community Engagement Summary Materials

Stakeholder Engagement Feedback

- Less congested airspace
- Fuel
  - Competitive fuel pricing
  - Unleaded vs low lead
  - Engine issues with the switch
  - City should ban leaded fuel immediately
- Hangar space
  - Develop new hangars
    - What is the process to submit proposals?
  - Manage current hangars smartly
  - Waitlist is LONG
- Opportunities for industry synergies
  - Renewable energy generation (solar or hydrogen)
  - Find opportunities for R&D
- Community engagement
  - More communication to the community
  - STEM (or STEAM) center
  - Field Trips to the Airport
  - Airport Museum
  - Environmental Justice (not disproportionately impacting one community over another)
- Noise
  - Coordination with realtors
  - Noise disclosure reports
  - Noise reporting during commission meetings
  - Re-education to pilots on curfew, noisily flying, pattern flying, etc.
- eVTOL and/or drone
  - Understand electrical infrastructure needs
  - Air Taxis are needed
- Political
  - Off Airport: Managing expectations of the Tri-Valley (Livermore, Dublin, and Pleasanton)
  - On Airport: them vs us mentality
  - KaiserAir still haunts the airport
- Interaction with Airport
  - Community events at Airport
    - Airshows, hot air balloon events, etc
  - Increase communication to pilots, owners, operators, and users of airport space
- Cost
  - Cost of developing the land (utility infrastructure and hangar development)
- Environmental
  - Wildlife habitats
  - Floodplains

- Pollution/GHG Emissions
- Impact from other water resources

- Airport Services
  - Job Creation/workforce training – aviation specific fields
    - Partnerships with local colleges
  - Promote Young Eagles Program
  - Aircraft Maintenance
  - Emergency Response Program
- Questions regarding LVK continued operation
  - Keep it small
  - Alternative uses for Airport property
  - No cargo or large jets
- Safety Concerns
  - Arrival and departure heights

Community Engagement and Feedback Summary

Community and Airport stakeholder engagement is critical to ensure that the perspectives and needs of all relevant parties are considered and addressed.

For the Airport Land Use Study, the project team employed multiple methods of engagement to gather comprehensive feedback. Engagement methods included:

- Focus group interviews with aviation-related organizations, local businesses, and a variety of community groups interested in sharing their perspectives and concerns about the Livermore Airport, its operations, and future use of airport property.
- Two open houses, which enabled the project team to provide information and gather input from the broader public.
- Online survey to gather information from the broader community who were unable to attend an open house event.
- A dedicated email address for community members to share additional feedback related to the Airport Land Use Study

These varied approaches allowed the project team to document a wide range of perspectives and ensure that the Airport Land Use Study reflects community input and devises responsive next steps. The goal of the engagement activities was to share project background, understand thoughts and concerns related to the use of airport land, and seek input and ideas regarding the future direction of the airport in terms of development, use, and operation.

Information gathered through the community engagement process was aggregated into the following themes and topic areas which reflect the feedback the project team received:

- **Growth & Development:** Stakeholders emphasized the need to manage airport growth responsibly, focusing on addressing demand for new hangars, supportive non-aeronautical possibilities, cost-effective infrastructure improvements, and limiting operations to smaller aircraft while avoiding commercial airlines and cargo services, attending to the 2010 Resolution about airport growth. Additionally, there was a desire to explore the feasibility of non-aeronautical uses such as research and development, workforce development, and other services on the airport property.

- **Sustainability & Innovation:** Opportunities for renewable energy generation (e.g., solar, hydrogen) and aviation research and development were highlighted as well as emerging technologies like Advanced Air Mobility, electric vertical takeoff and landing (eVTOL) aircraft and drones. These operate without emission and have minimized noise profiles but also require infrastructure upgrades for future integration. Addressing environmental justice and environmental impacts, such as wildlife protection and air pollution, were noted as crucial responsibilities of the airport. Some called for unleaded aviation fuel to be brought to the airport as soon as possible, which has now occurred.
- **Community & Engagement:** Stronger community outreach by the airport is needed on an ongoing basis with suggestions for aviation-related educational programs, such as STEM centers and field trips, increased communication regarding airport activities, events to foster public interaction, and managing political expectations with the region. Past issues related to the airport and divisions within the community still influence current dynamics.
- **Noise & Safety:** Noise management is a key concern, with calls for enhanced local realtor coordination, noise reporting, pilot education, and overall safety improvements. Additionally, some expressed a desire to curtail future airport development due to safety, noise and concerns about environmental and health impacts.

The valuable input shared through the community engagement process t has provided the project team a more complete understanding of key considerations and priorities held by the range of participating community members. These insights will be utilized alongside regulatory requirements and relevant site, market, and industry conditions to develop a framework to guide future development of airport land and related assets.

Based on this, a forthcoming technical analysis will serve as a diagnostic tool and inform further action:

- Articulate the complex set of requirements inherent to the Airport.
- Identify existing opportunities and constraints.
- Recommend immediate next steps for the use of airport property.

- Create a work program of future actions that could help diversify the allowable uses at the Airport.

Additional aggregated information, concerns, and opportunities are detailed in the summary matrix with recommended approaches responding to each category.

Community Feedback	Project Team Analysis
<u>Growth and Development:</u> Continue to meet aeronautical needs for airport facilities, such as hangers, to maintain and improve function and efficiency.	- Explore upgrades to Airport currently permitted by FAA, ALUP, and LDC zoning to address operational needs and community concerns - Ensure any airport development addresses wildlife, water quality, and air quality

<u>Sustainability & Innovation/ Community & Engagement</u>: Community desires additional uses (non-aeronautical) at the airport such as workforce development, research and development. and alternative energy providers.	- Explore ways to address operational needs of the airport and create a pathway to facilitate non-aeronautical, mixed use, or other alternative uses leveraging the airport as an economic asset for the City. - Ensure development of airport is consistent with City's Climate Action Goals - - Ensure development is in line with required federal policies and obligations

<u>Noise and Safety:</u> Concerns with noise attributed to airport uses including flight patterns, aircraft altitudes, and types of aircraft Concerns with the impacts associated with lead-based fuel and climate action goals	- Explore a range of operational and infrastructure adjustments that could limit or reduce effects of noise per Federal Aviation Administration guidance, recommendation, and approval (if required), including: o Adjustments to flight patterns o Technology to assist with non-visual landing - Explore alternatives to traditional leaded fuels - Explore incentive programs to facilitate increased use of unleaded fuel - Continue to investigate new technologies

Attachment 2 – City of Livermore Resolution No. 2010-058

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FOR JOINT COOPERATIVE EFFORTS BY THE CITY OF LIVERMORE AND THE CITY OF PLEASANTON REGARDING THE LIVERMORE MUNICIPAL AIRPORT

The Livermore Municipal Airport is a regional asset which provides needed aviation facilities that enhance economic development in, and provide emergency access to, the Tri-Valley.

The City Council of the City of Livermore adopted on March 23, 2010, a Resolution Establishing Airport Operational and Development Policies (Res. No. 2010-058), which includes several policies on which the City of Pleasanton wishes to collaborate. The City of Livermore and the City of Pleasanton desire to engage in joint cooperative efforts to implement several of these policies to minimize airport impacts on the Tri-Valley community, and improve the sharing of information between the cities and their residents, including:

1. Coordinating lobbying efforts by the Tri-Valley city councils to have Federal legislation adopted to phase-out old, high noise-producing jets.

2. Establishing jointly a community forum of stakeholders, to meet twice a year to receive: updates regarding the airport manager's responses to noise complaints; information provided to pilots regarding voluntary noise reduction efforts; and noise monitoring reports, when such reports are prepared.

3. Considering implementation of: technology to track planes which generate high noise during take-off and landing, and having the airport manager seek to obtain voluntary cooperation from pilots to reduce noise from such planes; and other voluntary mitigation measures for noise reduction.

4. Sharing information about airport noise reduction efforts and fly-over noise sources that can be incorporated into educational materials to be provided to residents.

5. Coordinating future noise monitoring studies.

6. Resuming quarterly meetings of the Livermore / Pleasanton Liaison Committee to improve communications and to promote mutual understanding of airport operations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the preceding joint cooperative efforts will be pursued by the City of Livermore and the City of Pleasanton.

On the motion of Councilmember Williams, seconded by Vice Mayor Horner, the foregoing resolution was passed and adopted on the 13th day of September, 2010, by the following vote:

AYES: Councilmembers Leider, Marchand, Williams, Vice Mayor Horner, Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST & DATE:

ACTING DEPUTY CITY CLERK
AMBER CALKINS

DATE: September 14, 2010

APPROVED AS TO FORM:

SPECIAL COUNSEL
AMARA MORRISON

Attachment 3 – Leasing and Development Policy

City of Livermore
680 Terminal Circle
Livermore, California 94551
(925) 960-8220

Leasing and Development Policy

City of Livermore

Livermore Municipal Airport (LVK)

July 2023

July 10, 2023

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1. INTRODUCTION

1.1. Purpose

The purpose of the City of Livermore (City) Leasing and Development Policy (Policy) is to set forth processes and procedures to evaluate and approve or reject proposals related to the leasing and/or development (including construction, modification, and/or renovation) of aeronautical and non-aeronautical land and/or Improvements within the legal boundaries of the current Airport Layout Plan (ALP) for the Livermore Municipal Airport (Airport). This Policy establishes leasing protocols and requirements for compatible and sustainable development that protects persons and Property.

1.2. Goal, Objectives, and Development Priorities

It is the goal of the City to ensure Airport property is leased and developed in a high-quality manner consistent with sound fiscal management and best operational practices while ensuring the provision of essential infrastructure, Improvements, and amenities that support the overall operation of the Airport. The City has established the following objectives to help achieve this goal.

- **Environmental –**Employ sustainable development practices to conserve natural resources and minimize adverse impacts such as noise, air, and water pollution on the environment. Actions to reduce the impact of noise pollution should be employed such as fostering the reduction of aircraft noise through voluntary noise reduction efforts especially during night hours. Action to reduce air pollution should be taken by supporting the transition from leaded to unleaded fuel. Action to prevent PFAS or other contamination into the water system should be undertaken, such as monitoring the use of fire foam or other chemicals containing PFAS and report such usage to the Airport Advisory Commission.
- **Social** – Maintain and enhance a compatible relationship between the Airport and the surrounding community through public engagement efforts that will include information regarding the scope and scale of proposed projects and provide opportunities for public input and inquiry. Public engagement should address potential impacts to residents and surrounding communities such as increased aircraft activity, vehicle traffic, and noise, including how these impacts may be mitigated.
- **Function** –Development of Airport land and Improvements is to occur in response to existing aviation demand, such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft flying to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transport. All development and redevelopment must meet the needs of the Airport and be consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) and the existing development of the Airport. Projects will be evaluated by the Airport Advisory Commission.
- **Visual** – Adhere to high-quality standards for architectural and landscape design and construction.
- **Economic** – Support the local economy and ensure economic vitality. Preserve property values, enhance investments, and ensure the Airport is as self- sustaining as possible consistent with the Federal Aviation Administration (FAA) Airport Sponsor Assurances.
- **Compatibility** – This Policy will encourage development that is consistent with Airport Development priorities as stated herein in this Policy and in Resolution 2010-058, a copy of which is attached in Appendix 7.1.

The above objectives reflect the Airport Development Priorities established by the Livermore City Council in 2010 through Resolution number 2010-058, a copy of which is attached in Appendix 7.1. The above Goal, and Objectives, and Development Priorities established in Resolution 2010-058, will be used as criteria for evaluating proposals for Airport land lease /development, as further explained in this document.

1.3. Definitions and Acronyms

The terms defined in Appendix 7.2 or acronyms outlined in Appendix 7.3 and identified by use of a capital letter, whenever used in this Policy, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood.

1.4. Compliance

Entities who desire to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport shall comply with this Policy, Resolution 2010-058, and any federal, State of California (State), Alameda County, or City laws, codes, ordinances, and other applicable Legal Requirements.

1.5. Applicability

This Policy sets forth requirements which shall be met by any entity who desires to lease, construct, modify, and/or renovate aeronautical or non-aeronautical land and/or Improvements at the Airport.

- No entity may deviate from this Policy unless a written exemption or waiver has been granted in advance by the City, subject to approval of a Waiver Request Letter specified in Section 5.2.
- Existing Lessees may be subject to this Policy upon modification of any existing Agreement.

If this Policy is amended after an entity has entered into an Agreement, the entity may not be required to comply with the amended Policy, except as provided for in such Agreement, or until such time as:

- the existing Agreement has been amended;
- the City approves an assignment to another entity; or
- the entity enters into a new Agreement.

1.6. General Requirements

All development, improvement, renovation, or landscaping shall comply with the Airport Layout Plan, Minimum Standards, 14 Code of Federal Regulations (CFR) Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, and/or other Legal Requirements. Notwithstanding any other provisions of this Policy, land and/or Improvements shall not be developed or used in such a manner as to:

- interfere with aircraft communication or navigation equipment,
- adversely impact the visibility of airport lighting and/or signage,
- impair the visibility of aircraft crew members or Air Traffic Control (ATC) personnel; or
- otherwise endanger or adversely impact the arrival, departure, or maneuvering of aircraft.

1.7. Public Engagement Requirement

An applicant proposing to develop a project that would noticeably increase aircraft activity, vehicle traffic, noise to surrounding neighbors, and/or significantly intensify existing land use(s), will be required to develop a comprehensive public engagement plan (PEP) designed to inform the public as to the scope and scale of the proposed project. The PEP shall be prepared by an independent third-party consultant paid for by the applicant and contracted by the City and is subject to review and approval by the City. PEP scope

will be required to include details on how community engagement will occur and provide opportunities for public input and questions.

1.8. Environmental Review

All proposed projects will be initially evaluated to determine impacts to the existing Airport Layout Plan (ALP) or if an environmental review is necessary. Additionally, all proposed projects must undergo a formal FAA determination whether FAA approval is required under Section 163.

Any project proposing new development or a change in land use may be subject to environmental review. This review will be conducted in coordination with the Community Development Department at the time of project entitlement. Developer is required to cover the cost of environmental processing.
In general, the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) process can be initiated concurrently but may be finalized separately, and at different points in time. This process will be handled using the same procedure that all proposed projects submitted to the City for environmental review and clearance proceed under, and as required by the applicable Legal Requirements. Additionally, the FAA must determine for all projects whether, under Section 163, that agency's approval will be required, and, if so, what level of NEPA review is needed. NEPA review is not required if there is no FAA approval required. Entities who desire to lease, construct, modify, and/or renovate aeronautical and non-aeronautical land and/or Improvement at the Airport shall cover the consultant costs to prepare all completed environmental clearance documents pursuant to NEPA and CEQA, consistent with the City's requirements. The environmental review process must be completed before a project commences, and it must also receive all required approvals from the City's Community Development Department, Planning Commission, or City Council, as applicable.

CEQA – The California Environmental Quality Act (CEQA, 21000, et seq. of the California Public Resources Code) requires the potential impacts of projects having a physical impact on the environment to be analyzed prior to initiating construction. State CEQA Guidelines sections 15061(b)(3) and 15378 exempts projects that have no potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

City Council's action involving approving this Policy does not directly authorize the construction of any future individual projects. Subsequently, future City Council action, if taken, to approve consideration of a development proposal, will be the triggering event necessitating CEQA review.

If not exempt, beginning with an initial study under CEQA, each project will be reviewed by Airport management and the City's planning staff. The initial study will determine the appropriate level of CEQA documentation/coordination necessary and advise on additional actions, documentation, and public involvement required to conclude the process. In all efforts associated to the proposed project and CEQA, the Airport will be the lead agency and the project proponent will be the City.

FAA Section 163 Determination – Section 163 of the FAA Reauthorization Act of 2018 and FAA's implementing policies require a determination as to whether any Airport project requires FAA approval. The project proponent shall provide sufficient information for the City to make a formal request to the FAA for a determination of the applicability of Section 163. FAA approval is required if the project meets one of three criteria: (a) the project would have a material impact on the safe and efficient operation of aircraft; (b) the project would have an adverse effect to the safety of people or property on the ground; or (c) the project would have a significant adverse effect on the value of prior federal investments in the Airport. Project proponents are urged to consult the latest FAA guidance on compliance with Section 163 to determine

whether FAA approval is likely to be required but must recognize that the FAA is the final arbiter of the applicability of this law. If any of these criteria is met, the project will require FAA approval of an amendment or revision to the Airport Layout Plan.

If FAA determines that its approval is required, the agency will inform the City what level of environmental review will be required pursuant to NEPA. The project proponent will be required to fund and coordinate the environmental review process as provided in this section.

NEPA – The National Environmental Policy Act (NEPA, 42 U.S.C. §4321 et seq., 1969) establishes the broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government consider the environment prior to undertaking any major federal action that significantly affects the environment.

NEPA requirements are invoked whenever FAA approval of a project is required. The FAA determines whether its approvals would trigger a Categorical Exclusion, an Environmental Assessment (EA) or an Environmental Impact Statement (EIS).

1.9. Airport Land Use Commission Review

The Airport Land Use Commission (ALUC) typically reviews development projects on properties surrounding an airport, not on airport property itself. The Commission's jurisdiction covers the area surrounding the airport within a specified distance, called the Airport Influence Area (AIA), which is determined by the type and size of the airport. The AIA typically extends beyond the airport property, and the commission's authority covers all land use decisions within this area.

However, if a proposed development project on airport property involves a change in land use or zoning, the ALUC may have jurisdiction to review and approve the project. In this case, the City would need to submit the project to the ALUC for review and approval before proceeding.

It is the City's role, in conjunction with Airport Land Use Commission, to review and determine if the proposed project and associated development are compliant with the Livermore Land Use Compatibility Plan. If a proposed project is determined to be subject to ALUC review and approval, the applicant shall develop required documentation for review by the City and ALUC.

2. LEASING PRACTICES

The leasing practices set forth in this section are summarized in Appendix 7.4. Note: procedures and timelines stated herein are recommended and may be adjusted by the City Manager who has the capacity to recommend alternate timelines to meet demands of the project based on complexity and good faith effort of the Developer.

2.1. Expression of Interest

Unsolicited Interest – Interested parties may approach the City to express unsolicited interest in developing (or redeveloping) aeronautical or non-aeronautical land and/or Improvements at the Airport. All unsolicited interest in development (or redevelopment) will be directed to the Inter-Departmental Staff Review Team (IDSRT), through the Airport Manager. The IDSRT will include the Airport Manager, the Director of Public Works, and representatives from the Community Development Department, City Manager's Office and City Attorney's Office.

The interested party shall initiate the process by contacting the Airport Manager in writing (via email or mail) and requesting a pre-submittal meeting with the IDSRT to discuss the proposal concept. This meeting will provide the interested party with the opportunity to discuss the proposed operation, layout plan, uses,

and development concept(s). This meeting also provides the opportunity for the interested party to obtain general comments regarding the feasibility of the proposal concept and identify potential issues, problems, or challenges.

At the IDSRT's discretion, additional meetings may be requested with the interested party to further discuss the proposal concept, along with additional supporting information or documentation.

The IDSRT will evaluate all proposals based on the Goal, Objectives, and Development Priorities established in Section 1.2, including Resolution 2010-058, and in conformance with the General Requirements set forth in Section 1.6. An evaluation form is included in Appendix 7.5.

Following the initial meeting(s) with the interested party and submission of any supporting information, the IDSRT, through the Airport Manager will , within sixty (60) calendar days, provide written rejection of the unsolicited proposal concept in conformance with Section 2.9, or request the entity submit a formal Commercial Operator and Lessee Application (Application) as discussed in Section 2.2. In the alternative, the City reserves the right to proceed with a Competitive Proposal Process as described in this Section (City Initiative).

City Initiative – If Airport land and/or Improvements exist or become available, in the City's sole discretion, the City may issue a Request for Interest (RFI), Request for Qualifications (RFQ), and/or a Request for Proposal (RFP).

- Guidelines for development of the RFI/RFQ/RFP document are provided in Appendix 7.6.
- The City may advertise the RFI/RFQ/RFP opportunity. Advertising Guidelines are provided in Appendix 7.7.
- The RFI/RFQ/RFP will specifically include as evaluation criteria the Goal, Objectives, and Development Priorities established in Section 1.2, including Resolution 2010-058, and General Requirements set forth in Section 1.6.

The City may, in its sole discretion, hold a pre-proposal meeting with interested parties to: (a) discuss the RFI/RFQ/RFP opportunity, document, and/or related processes, (b) conduct a tour of the Airport and/or the subject land and Improvements with the IDSRT, and (c) provide prospective respondents with the opportunity to ask questions.

After the stated deadline, the City shall review the submittals for compliance with the RFI/RFQ/RFP specifications and criteria and shall rank the submittals.

- Submittals received after the stated deadline may not be considered and may be returned unopened.
- The City may, in its sole discretion, interview respondents.
- The City has the right, with or without cause, to reject any or all submittals, to advertise for new submittals, and/or to modify any or all RFI/RFQ/RFP processes. The City will notify respondents of any changes to the process or submittal requirements.
- The City shall be under no obligation to make an award or to make an award to the respondent specifying the highest level of compensation to the City.

Upon completion of an RFI process (if utilized), the City may, or may not, in its sole discretion, invite respondents to respond to an RFQ or RFP. Upon completion of an RFQ process (if utilized), the City may, in its sole discretion, invite the most qualified respondents to respond to an RFP.

- If only one respondent expresses interest or is considered qualified by the City, the City may, in its sole discretion, negotiate a Memorandum of Understanding (MOU) and a Disposition and

Development Agreement (DDA) with the qualified respondent without issuing an RFQ/RFP.

Upon completion of an RFP process (if utilized), the City may select the best respondent in the City's sole discretion.

Once selected, the City and the selected respondent shall utilize the MOU and DDA process outlined in Section 2.4. If the City and the selected respondent are unable to reach agreement on either an MOU or a DDA, at the sole discretion of the City, the City may terminate negotiations and negotiate with the next best respondent and so on.

Initiative of Others – If, during an Application process occurring outside of an RFI/RFQ/RFP process, another qualified entity expresses interest in leasing and demonstrates an immediate need for the subject land or Improvements (as outlined in Section 2.5), the City may, in its sole discretion, negotiate with the entity(ies) and/or issue an RFQ/RFP in which case, the Competitive Proposal Process described in this Section shall be followed.

However, once the MOU (as discussed in Section 2.4) is: (a) executed by the Applicant and City, and (b) the earnest money deposit has been provided to the City, the City is under no obligation to negotiate with any entity other than the Applicant or issue an RFQ/RFP.

2.2. Application for Leasing Land and/or Improvements

If desirous of leasing Airport land and/or Improvements on a long-term basis (i.e., greater than one year), entities with or without a current Development Agreement shall complete all relevant and applicable sections of the Application and submit to the Airport Manager for consideration by the IDSRT.

New Agreements shall be subject to all applicable Legal Requirements; Federal Aviation Administration (FAA) regulations, obligations, and guidance; the Airport's policies, standards, rules, regulations, and directives; the City's zoning, building, fire, and safety codes; Goal, Objectives, and Development Priorities, established in Section 1.2, including Resolution 2010-058 (Appendix 7.1), and General Requirements set forth in Section 1.6; and all other Legal Requirements of any Agency having jurisdiction.

A non-refundable application fee shall be submitted with the Application, as stipulated in the Airport's Rents and Fees Schedule.

2.3. Approval Process

Once Applicant has submitted a completed Application to lease Airport land and/or Improvements on a long-term basis, Applicant shall submit any additional information, data, and/or documentation that may be required or requested by the IDSRT or City to evaluate the Application. Incomplete Applications will not be accepted. Applications that do not comply with this Policy shall be rejected in accordance with Section 2.9. The City will convey the reason(s) for rejecting the Application in writing to the Applicant.

2.4. Approved Application Processing

Within ninety (90) calendar days of the Airport Manager receiving a completed Application, the following processes should be completed:

- The IDSRT shall conduct an initial review to ensure the Application is compliant with the qualifications, standards, and requirements established by the City including the Minimum Standards and Airport Rules and Regulations, located at:
  https://www.livermoreca.gov/home/showpublisheddocument/5677/637238462369030000

- If initially approved by the IDSRT, the Application shall be presented to the Airport Commission for review and consideration. The Airport Commission may either:

- recommend rejection of the proposal in accordance with Section 2.9 or
- recommend that the City Council approve the proposal and authorize the City Manager to negotiate and execute an MOU.

- Unless the Application is rejected in accordance with Section 2.9, the City shall convey to the Applicant the key terms and conditions (including rents, fees, and other charges) that have been established by the City for leasing the Airport land and/or Improvements identified by the Applicant.

Within thirty (30) calendar days of receiving the key terms and conditions from the Airport Manager, the Applicant shall indicate if the key terms and conditions established by the City are acceptable to the Applicant.

- If the key terms and conditions established by the City are not acceptable to the Applicant, the Applicant shall present to the IDSRT, through the Airport Manager revised key terms and conditions that are acceptable to the Applicant within thirty (30) calendar days of receiving the information from the City.
- The City, through the IDSRT, may negotiate the revised key terms and conditions with the Applicant and/or initiate the Competitive Proposal Process described in Section 2.1.
- If the City and the Applicant are unable to reach agreement on the revised key terms and conditions within thirty (30) calendar days of the time the information is presented to the City by the Applicant, the City is not obligated to lease Airport land and/or Improvements to the Applicant and may cease further negotiations.

Public Engagement Plan and Memorandum of Understanding - If the City and the Applicant reach agreement on key terms and conditions, the Applicant shall: (a) sign a Memorandum of Understanding (MOU) with the City outlining the key terms and conditions, and (b) pay an earnest money deposit in cash or letter of credit to the City in the amount equivalent to the rents, fees, and other charges (total compensation) estimated for the proposed use of the property or one thousand dollars ($1,000), whichever is greater – as evidence of the Applicant's good faith to enter into a Development Agreement with the City. The signed MOU, including the Public Engagement Plan (PEP) required in Section 1.7, shall be presented for consideration to the City Council. The City Council may either reject the MOU in accordance with Section 2.9 or authorize the City Manager to negotiate a Development Agreement with the Applicant.

- If an MOU is not executed by the City Council and the Applicant within sixty (60) calendar days of reaching agreement on key terms and conditions which includes an earnest money deposit, the City is not obligated to lease Airport land and/or Improvements to the Applicant and the earnest money (if provided) shall be returned to the Applicant, without interest.

Once the MOU is executed by the parties and earnest money deposit received, the Applicant shall submit five copies of the Concept Plan (in accordance with Section 5.1) to the City within forty-five (45) calendar days. The City shall review the Concept Plan and address all preliminary questions or concerns with the Applicant. The Applicant may be required to meet with the City to present and discuss the Concept Plan.

Upon acceptance of the Concept Plan (as applicable) or upon execution of the MOU, a draft Disposition and Development Agreement (DDA) which includes the terms and conditions of the MOU, shall be prepared by the City for review by the Applicant. The Applicant and City staff may work together to discuss and finalize the terms of the DDA.

- If the Applicant does not agree to and execute the DDA within sixty (60) calendar days of receiving the draft Development Agreement, the earnest money deposit may be forfeited by the Applicant to the City.

After the City Council approves the MOU, the Applicant shall also begin preparation of a complete Planning Entitlement package. This may include, but is not limited to:

- A completed Planning General Application for all applicable Planning Entitlements; and
- Site plans, building elevations, and floor plans, building colors and materials, civil engineering plans, circulation plans, any special studies or analysis needed for environmental review and related documents and materials as required by the City's Planning Division; and
- All applicable fees required for permit processing, environmental, and project review.

The Planning Entitlements and a copy of the DDA executed by the Applicant shall be reviewed and approved or denied by the City Council.

Once the City Council approves, and the City executes, the DDA , the Applicant shall pay a security deposit in the form of cash or a letter of credit – in the amount equal to twenty-five percent (25%) of the rents, fees, and other charges (total compensation) for the first year of the Development Agreement or two thousand five hundred dollars ($2,500), whichever is greater – to the City. The earnest money may also be applied to the security deposit.

- If the Applicant does not pay the security deposit to the City, the Development Agreement shall be voided, and the earnest money shall be forfeited by the Applicant to the City.

Following approval of all applicable Planning Entitlements and prior to applying for a building permit, the Applicant shall deliver to the City within one-hundred twenty (120) calendar days:

- Complete set(s) of final construction drawings, signed by an architect or engineer certified or licensed in the State; and
- After completion of construction, the Applicant shall provide to the City, one complete as-built drawing including plan map set following completion of the project.

Failure to Comply - Applicants' failure to comply with specified response time periods, or any provision of the Development Agreement, may result in the termination of the Development Agreement. All negotiations may cease, and the earnest money and/or security deposit may be forfeited to the City.

2.5. Demonstrating Immediate Need

An entity seeking to lease Airport land and/or Improvements must demonstrate the entire land area(s) and/or the entire Improvement(s) seeking to be leased will be Immediately utilized. At the City's sole option, a phased development of Airport land may be considered which should include specific development milestones within the Agreement.

2.6. Public Disclosure

Applicants and RFI/RFQ/RFP respondents should be aware that the City is subject to the California Public Records Act (Gov. Code section 7920.000 et. seq.), which may give the public the right to examine documents in possession of a California Agency unless an applicable legal exemption applies.

If an Applicant or respondent clearly identifies any proprietary and/or Confidential Information submitted to the City and the City receives a request from the public for release of such information, the City shall comply with State law regarding notification to Applicant. Applicant or respondent understands that City may be required to disclose Confidential Information pursuant to judicial action, governmental regulations or investigation, or other requirements.

2.7. Reversion of Improvements

Unless otherwise stated in an Agreement, upon expiration or earlier termination of the Agreement, at City's

option, the ownership of all Improvements made to the leasehold shall revert (transfer) and become the sole property of the City. If the City elects not to claim the Improvements, the Lessee shall remove and/or demolish any and/or all Improvements (as designated by the City) and return the Leased Premises to its original condition and character, ordinary and reasonable wear and tear excepted.

2.8. Term of Agreement

The term of an Agreement shall be commensurate with the dollar amount of Capital Investment made by the Lessee in the Leasehold Premises and/or Airport infrastructure, consistent with the capital investment formula as adopted by the City from time to time. In any event, the maximum term of an Agreement, including option periods, may not exceed forty (40) years. When no Capital Investment is made, the term of the Agreement shall be at the discretion of the City but may not be greater than 20% of the term of the previous Agreement (if an existing Lessee) or 5 years, whichever is less.

2.9. Possible Grounds for Rejecting an Application or Proposal

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The City at its sole discretion may reject any proposal or application in conformance with Legal Requirements including, but not limited to, any one or more of the following reasons (as determined in the sole discretion of the City):

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. This includes objectives referenced in Section 1.2 and Resolution 20 1 0-058 and include but are not limited to:
    - No tangible evidence of demand
    - Implies or requires extension of runways
- The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence. The City or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not demonstrated to be realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity or Improvements at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Tenants, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the City, any other airport sponsor, the

State, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.

- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake, sustain, and maintain the proposed activity and/or Improvements.
- The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity and/or improvements.
- The entity seeks terms and conditions which are inconsistent with the Minimum Standards, Airport Rules and Regulations, this Policy, and/or any request for qualifications and/or proposals (or any other document) issued by the City.
- The entity's interests and/or the proposed activity, Improvements, or use, is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the City; or any Airport Sponsor Assurances.
- The entity has been a party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City.
- The proposed activity is determined not to be the highest and best use of the property.

3. LEASEHOLD DEVELOPMENT

3.1. General

This Policy does not address every type of condition or detail that may be encountered during the design and construction process. As such, entities are encouraged to maintain an on-going review process with the City (beginning early in the design stage) to ensure that the entity's Development Plan (discussed in Section 5.2) is acceptable to the City.

Where a specific material is identified (or specifications are provided for a specific type of material), a material having the same or equivalent specifications may be utilized if approved in advance and in writing by the City. No occupancy of any Improvement shall be permitted before completion and a Certificate of Occupancy (CO) is issued by the Agency having jurisdiction.

3.2. Environmental Quality

The City encourages: (a) orientation of Improvements to take advantage of natural sunlight and prevent Improvements from blocking direct sunlight to other Improvements, (b) the use of barriers as a defense against wind, (c) the use of landscaping to maximize cooling in the summer, and (d) design features and the use of construction methods, techniques, and/or industry best practices that focus on sustainability, conserves energy, and reduces impacts on natural resources.

The City shall not permit development or land use that (a) adversely affects the quantity, quality, or reliability of water resources; (b) occurs at the expense of established water dependent activities; (c) results in increased alkalization of water, loss of stream flows, or the unnecessary destruction of wildlife habitat; or (d) entails future major expenditures on the part of the public to reacquire or redistribute water resources. The City will not permit development or land use that accelerates erosion of soil and rock (including stream sedimentation, dust, and gullying), alters drainage and/or floodwater patterns, exacerbates flood hazards, reduces natural vegetation, creates visual scars, leaches minerals, or destroys animal habitats.

3.3. Provision of Necessary Airport Land and/or Improvements

The City encourages development that fully utilizes, but does not overburden, existing land and/or Improvements. In cases where existing land and/or Improvements are not fully

utilized, the City encourages development that complies with objectives outlines in Section 2.1 and Resolution 2010-058 and that:

- minimizes aircraft, vehicle, and pedestrian congestion and promotes safety, security, and efficiency;
- includes facilities to collect, treat, and dispose of the types and quantities of stormwater runoff anticipated and ensures that such facilities have the capacity, quality of discharge, point of discharge, and reliability to support the intended use;
- has a water supply of the quality, quantity, pressure, and reliability that is required to support the intended use;
- has paved road access for Emergency Services; and
- consists of Improvements that make highest and best use of the land area with reasonable land to Improvement ratios.

3.4. Manmade and Natural Hazards

The City requires development that does not expose others to avoidable natural and manufactured hazards. As such, the City encourages development which:

- is designed, constructed, and located in a manner that is compatible with existing hazards and does not create any additional hazards; and
- is not located in floodplains, geologically hazardous areas, or other natural hazard areas that could threaten the development, the Airport, or the health, safety, security, or welfare of the public.

3.5. Reuse of Resources

The City encourages development which uses recycled materials, promotes recycling of materials used in construction, and reuses wastewater.

3.6. Restricted Improvements

Temporary Building – Portable buildings which are intended to be in place for six (6) months or less shall be deemed to be temporary. Temporary buildings including offices or storage facilities shall not be placed on the Airport without the prior written approval of the City through the Temporary Use Permit (TUP) process. Temporary buildings are subject to Livermore Development Code Chapter 9.09, *Temporary Use Permits*, as it exists today or amended.

- Portable/mobile homes or recreational vehicles are prohibited from being placed on the Airport.
- A request for approval of any temporary building shall be submitted to the Airport Manager and Community Development Department for review and approval through the TUP entitlement process. The request must include a site plan showing the proposed location, access plan, size, construction material, purpose, and provisions for dismantling and/or removal no later than thirty (30) calendar days after development of permanent Improvements are completed.

Temporary buildings may only be utilized for construction management purposes and/or while engaging in Commercial Aeronautical Activities during development or renovation of permanent Improvements.

Obstruction Marking and Lighting – All proposed Improvements and/or renovations shall conform with CFR Part 77 and shall not be deemed a hazard to air navigation. No development shall be permitted or approved by the City that establishes a hazard or creates a nonconforming Improvement or natural vegetation that increases the hazard to air navigation.

- Entities shall prepare and submit FAA Form 7460-1 *Notice of Proposed Construction or Alteration* and all required attachments/exhibits to the FAA and City. All Improvements shall conform with FAA obstruction lighting/marking requirements. Entities shall, at its sole cost and expense install, operate, and maintain required markings and/or obstruction lighting deemed necessary by the FAA, City, and any other Agency having jurisdiction.

4. DESIGN CRITERIA

4.1. Accessory Buildings

All accessory buildings shall be identified on the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Accessory buildings include any building serving a purpose customarily incidental to the principle use of the main use, structure and/or building, and which does not change the character of the principal use. Accessory buildings include any building(s) that are intended to be in place for more than six months and not considered a temporary building (as described in Section 3.6). Accessory buildings shall match the architectural design and materials of the main Improvement and comply with Livermore Development Code Section 4.02.030, *Accessory Structures*, as it exists today or amended.

4.2. Changes, Additions, and Deletions

Prior to making any changes, additions, or deletions to existing land and/or Improvements, the Development Plan (as outlined in Section 5.2) shall be submitted to the Airport Manager and Community Development Department and approved in writing by the City. Changes, additions, or deletions shall match the architectural design and materials of the main Improvement. Changes, additions, and/or deletions shall conform to all applicable codes, ordinances, or other Legal Requirements.

4.3. Aircraft Accesses

To allow for the safe, secure, and efficient operation of aircraft and to minimize potential conflicts with vehicles and pedestrians:

- all aircraft access points (i.e., Taxiways and Taxilanes) shall meet the design standards stipulated in Advisory Circular (AC) 150/5300-13A *Airport Design*, as may be amended;
- a minimum of 40 feet of frontage Ramp is required between the edge of the access Taxiway or Taxilane and the closest exterior wall of any hangar;
- frontage Ramp shall be constructed or leased and able to accommodate the largest aircraft the hangar is designed to accommodate and shall comply with the Minimum Standards;
- if two hangars (excluding rows of T-hangars or Executive Hangars) access a common Taxiway or Taxilane, a minimum of at least 40 feet of access Taxilane shall be required between the two frontage Ramps, edge to edge;
- where a common access Taxilane is required, the Lessee (Sublessee, if applicable) shall be required to lease and construct at least one-half of the required access Taxilane;
- a maximum of two vehicle or pedestrian access points shall be permitted to the Ramp, Taxiway, or Taxilane; and
- each access point must be under video surveillance with appropriate signage identifying such.

4.4. Antennae

All required antennae, satellite dishes, and similar equipment shall be identified in the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. No antennae, satellite dish, or similar equipment shall be allowed that interferes with existing or future Airport, aircraft, or vehicle operations. When possible, all antennae, satellite dish, or similar equipment shall be screened from view.

FAA Form 7460-1 *Notice of Proposed Construction or Alteration* shall be completed and all antennae, satellite dishes, and similar equipment must comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

4.5. Ramps

Operators providing rotary wing aircraft parking shall adhere to the design standards described in AC 150/5390-2C *Heliport Design*, as may be amended. Operators providing fixed wing aircraft parking shall adhere to the design standards described in AC 150/5300-13A *Airport Design*, as may be amended.

4.6. Improvement Height

The overall height of any Improvement shall be dependent on the type of use (or activity) and/or the current or projected size of aircraft using the Improvement. Only those Improvements not considered an obstruction under 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, as determined by the FAA and approved by the City, and consistent with City zoning requirements shall be constructed.

4.7. Doors

Hangar doors shall be sliding, overhead, or bi-fold, consistent with industry best practices, based on the size of the hangar. Hangar doors shall be constructed of pre-finished aluminum, pre-finished steel, or flexible fabric curtain (designed specifically for hangars) and shall complement the building from a design and color perspective.

- Wood, plastic, corrugated fiberglass, tin, or other unfinished materials are prohibited.
- Translucent panels may be incorporated into pre-finished aluminum or pre-finished steel doors to provide additional lighting.
- Pedestrian doors shall comply with all applicable codes, ordinances, and Legal Requirements.
- All pedestrian doors shall be pre-finished metal construction in metal jambs and shall complement the building from a design and color perspective.

Vehicle access doors shall be overhead construction and shall complement the building from a design and color perspective.

4.8. Exterior Lighting and Security

A lighting plan describing the exterior illumination layout and fixture selection shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. The lighting plan shall be consistent with the City of Livermore Design Standards and Guidelines, as it exists today or amended. In addition, the lighting plan shall meet the following requirements:

- lights shall not be placed to cause glare, interference with Airport, aircraft, or vehicle operations, or illuminate areas outside of the intended area including adjacent land and/or Improvements; and
- height of exterior light poles shall comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

4.9. Exterior Materials

Exterior building materials shall be compatible with adjacent buildings and shall not affect Airport, aircraft, or vehicle operations. Building glazing shall not cause glare or reflections that will interfere with Airport, aircraft, or vehicle operations. Reflective glass and/or other reflective materials will not be approved by the City. All building materials must be consistent with the City of Livermore Design Standards and Guidelines, as it exists today or amended.

Samples of exterior building materials and colors shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Building exteriors shall use a neutral earth-tone color palette compatible with existing Improvements at the Airport.

4.10. Exterior Storage

Unless approved in advance and in writing by the City, outside storage of any article, good, material, machinery, equipment (excluding Refueling Vehicles and ground support equipment), tools, trees, shrubs, plants (except approved landscaping), or similar items shall be visually screened from public view consistent with Livermore Development Code Section 6.03.100, *Outdoor Storage*, as it exists today or amended.

No storage shed or accessory building other than the main Improvement shall be permitted except during construction or unless approved in writing by the City with a TUP entitlement prior to construction or installation. Objects such as water towers, storage tanks, processing equipment, cooling towers, communications towers, vents, and other buildings or equipment shall be compatible with the main Improvement or effectively shielded from view and shall be approved in writing by the City prior to construction.

4.11. Fences, Gates, and Buffers

Required fencing, gates, and buffers shall be identified in the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Submittal shall include identification of the (a) location of fences, gates, and buffers, (b) the type, height, and color of the materials used for construction, and (c) other unique design features or considerations. Fences must be consistent with Livermore Development Code Section 4.05.040, *Fences and Screening*. Fencing and gates shall be the same type of material and style of the existing Airport perimeter fence and gates and consistent with the City of Livermore Design Standards and Guidelines, as they exist today or amended. Fences and gates shall be properly maintained, fully functional, and in good appearance.

When possible, fences, gates, and buffers shall not be permitted directly adjacent to aircraft Movement Areas and Non-Movement Areas unless identified with markers, lights, or other devices (e.g., reflectors on all sides). Fences, gates, and buffers directly adjacent to aircraft Movement Areas and Non-Movement Areas must have a security card or key pass access control mechanism to restrict access to authorized personnel only. The height of all buffers of unsightly areas (e.g., storage area) shall be at least equal to the material being stored or screened.

4.12. Garbage and Recycling Containers

Exterior garbage and recycling containers must be consistent with Livermore Development Code Section 6.03.130, *Solid Waste and Recycling Container Enclosures*, as it exists today or amended. Exterior garbage and recycling containers must be equipped with securely fastened lids and shall be screened on all sides from view. All areas utilized for garbage and recycling container locations shall be paved.

4.13. Flagpoles

All flagpoles shall be located in such a manner and distance from Ramps, Taxiways, or Taxilanes to prevent being a hazard to Airport, aircraft, or vehicles operations. The height of flagpoles shall comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The flag of the United States shall only be displayed in accordance with Title 4 of the United States Code (U.S.C.). Flagpoles are subject to Livermore Development Code Section 4.02.040, *Special Height Regulations*, as it exists today or amended.

4.14. Grading and Drainage

A site plan indicating proposed grading and drainage (including drainage flow, contours, and elevations) shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Compatible grading and drainage between adjacent land and Improvements shall be established to control drainage and erosion and shall meet the following requirements:

- Grading permits shall be obtained from the Agency having jurisdiction prior to performing any grading.
- Grades, berms, channels, and swales shall be an integral part of the grading, drainage, and paved surface design.
- Paved area grades shall not exceed two percent (2.0%) slope for concrete and asphalt paving.
- Drainage (and all related facilities) shall be designed to prevent standing water and accommodate all storm water generated by the land in accordance with the Construction Storm Water Pollution Prevention Plan (SWPPP) and the City's SWPPP.
- All grading and drainage shall meet the design standards described in AC 150/5320-5C *Airport Drainage Design*, as may be amended.
- All other applicable requirements as set forth in the Livermore Development Code.

Drainage shall not adversely impact adjacent land and Improvements and shall flow into natural or developed drainage.

Unless otherwise approved by the City, the elevation of the land shall not be changed so as to materially affect the surface elevation or grade of the surrounding land.

Gutters and downspouts shall be used to facilitate drainage from roofs.

Hangar floor drainage shall flow through an oil/water separator in compliance with the Airport's SWPPP and applicable Legal Requirements.

4.15. Landscaping

The City encourages landscaping that creates a compatible and continuous relationship between the land and the Improvements, minimizes the use of irrigation water, maintains an aesthetically pleasing appearance in all areas not covered by Improvements, Ramps, vehicle parking areas, and enhances the existing character of a site. Any portion of the site that is not improved shall be landscaped according to the approved landscaping and irrigation plan submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. Landscaping is subject to Municipal Code Chapter 13.235, *Water Efficient Landscape*, Livermore Development Code Chapter 4.05, *Landscape Standards*, and the City of Livermore Design Standards and Guidelines, as they exist today or amended.

- Landscaping materials shall be installed prior to Certificate of Occupancy (CO).
- All landscaping shall be maintained and repaired and kept in good appearance on a year-round basis.
- The Lessee (Sublessee, if applicable) shall be solely responsible for landscape maintenance and repair including weed control and removal and replacement of diseased or dead vegetation.

Areas with road frontage shall be landscaped with berms and/or shrubbery to provide effective screening of aircraft or vehicle parking areas.

- Berms and/or shrubbery shall have a maximum height of four feet, as measured from the aircraft and/or vehicle parking area.
- Berm slopes shall not exceed two feet horizontal to one foot vertical (2:1) with a three foot wide flat crown.

- Lessee (Sublessee, if applicable) shall provide shade trees indigenous to the area that conform to all applicable codes, ordinances, and Legal Requirements in all vehicle parking areas.

Landscaping shall also be used, consistent with all applicable codes, ordinances, and Legal Requirements, to screen unsightly items such as heating and air conditioning units, trash and recycling containers, loading docks, utility boxes, etc. Landscaping materials shall be indigenous to the State and may include such items as trees, shrubs, hedges or bushes, and ground cover such as grass or landscaping rocks. Small landscaping rock may be permitted provided it does not create a hazard to persons or Property including aircraft. Decorative bark and seed or fruit bearing trees will not be approved by the City.

All landscaped areas shall be irrigated by a permanent, underground irrigation system that can support the type and amount of landscaping installed. The landscape plan shall minimize the use of irrigation water. Landscaping materials shall be compatible with the surrounding land and Improvements and shall not pose a hazard to Airport, aircraft, or vehicle operations. At all times, landscaping shall (a) comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, (b) not obscure ATC line of sight, and (c) not exceed 25 feet above ground level.

4.16. Loading and Service Areas

In addition to being functional and aesthetically pleasing, loading and service areas shall meet the following requirements:

- Loading areas, loading docks, vehicle parking areas, and service areas shall be planned so the use of any one of these areas does not interfere with the use of any of other areas.
- All areas utilized for loading and service area shall be paved.
- Loading docks or service areas shall not be visible from the street. If necessary, to restrict visibility from the street, a landscaped buffer shall be installed.
- Loading areas shall be denoted by a yellow painted curb with the words “Loading Zone” in black lettering.

4.17. Open Sided Buildings

Buildings shall be fully enclosed. No open sided buildings shall be permitted with the exception of aircraft shade ports and/or wash racks.

4.18. Pedestrian Circulation

Pedestrian movement shall be safe, convenient, and orderly. Pedestrian circulation must be consistent with Livermore Development Code Section 4.04.070.B, *Pedestrian walkways and bicycle paths*, and City of Livermore Design Standard and Guidelines, as they exist today or are amended. Walkways shall conform with applicable codes, ordinances, and Legal Requirements. Convenient pedestrian access from all aircraft and vehicle parking areas to building entrances shall be provided. Pedestrian walkways shall be constructed of concrete. Bituminous asphalt, dirt, and gravel walkways will not be approved by the City. Pedestrian access to land and Improvements shall be designed and constructed in accordance with the Americans with Disabilities Act of 1990, as may be amended, and any other applicable Legal Requirements. Pedestrian access to Restricted Areas shall be controlled with a security pass, key card, access gate or other approved security access system.

4.19. Residence

No building, vehicle, Equipment, or aircraft shall be used as a place of residence either on a temporary or permanent basis.

4.20. Setbacks

To provide sufficient space between Improvements and streets, to ensure adequate lighting, privacy, and sound control, and to allow for landscaping and access (including aircraft, vehicle, and Emergency Vehicle access), the following setbacks shall be met and maintained:

Minimum Building Setback Requirements

- Refer to the applicable zoning regulations set forth in the Livermore Development Code, Part 3, *Specific to Zones*.

Vehicle Parking Area Setback Requirements

- Parking is prohibited within a setback area.
- Refer to Livermore Development Code Section 4.05.30, *Parking Lot Landscaping*, for additional requirements within a potential setback area.

Utility Transformer or Meter Setback Requirements

- Street right-of-way: minimum of five feet.
- Side lot line:
  - With Ramp – minimum of 10 feet
  - Without Ramp – minimum of 40 feet

No part or portion of any Improvement shall be erected, constructed, or extended closer than the distance from the Movement Areas as depicted by the building restriction line in Exhibit A of the ALP. The City shall determine the required setback distances for each Lessee (Sublessee, if applicable) from any adjacent Ramp, Taxilane, or Taxiway edge.

The entire setback area shall be graded and seeded, sodded, or landscaped between the lot lines and from the Ramp to the building face in a manner that produces an acceptable lawn or landscaped area with exception of the areas which are required for Ramps, driveways, roadways, walkways, or vehicle parking areas.

The City reserves the right to evaluate this Section where the requirements are subject to modification, since different setbacks may be required based on a number of factors such as: lot size, shape, or configuration; Improvement use; aircraft Design Group; location on the Airport; and adjacent or surrounding land and/or Improvements.

4.21. Signage

Signage shall conform to applicable codes, ordinances, and Legal Requirements and be uniform and the graphics shall (a) balance identification with image; (b) communicate information in a straightforward and aesthetically pleasing manner; and (c) be compatible with surrounding Improvements, the natural environment, and the overall character of the lot. Directional signage shall improve and/or enhance the safety, security, and efficiency of aircraft, vehicle, and pedestrian movement.

A signage plan shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to installation of signage.

General – All existing signs, on the date of adoption of this Policy, are considered approved by the City if the signs do not create a hazard to Airport, aircraft, or vehicle operations, and/or pedestrians and if the signs comply with 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*.

Signage must be consistent with Livermore Development Code Chapter 4.06, *Sign Standards*, and City of Livermore Design Standards and Guidelines, as they exist today or are amended.

4.22. Buildings

Buildings shall be masonry, concrete, or steel frame load bearing construction.

Wood framed buildings will not be approved by the City.

4.23. Utilities

A utilities plan identifying all utilities shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction. All utility improvements shall meet the requirements of the Agencies having jurisdiction and all applicable Legal Requirements.

Lessee (Sublessee, if applicable) is responsible for the maintenance and repair of all utility lines to the site and for keeping all shutoffs readily accessible and fully functional. Lessee shall preserve existing utility easements and recognize that the potential exists to change existing easements and/or add future easements.

No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained on any lot (outside of any building) above the surface of the ground with exception of hoses, movable pipes for irrigation, or transformers used during construction.

- Transformers shall be co-located with utility meters and screened with landscaping and setback at a safe distance.

Utility costs and expenses for any equipment (including meters) and services (including temporary service) for the Leased Premises shall be the sole responsibility of Lessee (Sublessee, if applicable) from the date of Notice to Proceed with construction.

- Extension of utilities to proposed facilities shall be the sole responsibility of Lessee (Sublessee, if applicable).
- Lessee (Sublessee, if applicable) or contractor shall be responsible for returning any areas disturbed by excavation and installation of any utilities or related equipment to the condition before construction.

4.24. Vehicle Parking

A landside vehicle parking area plan describing the vehicle parking layout shall be submitted with the Development Plan (as outlined in Section 5.2) and approved in writing by the City prior to construction.

All vehicle parking areas shall be paved with a weight bearing capacity that accommodates anticipated usage and the heaviest expected load.

Number of Vehicle Parking Spaces – Vehicle parking areas shall provide parking consistent with Livermore Development Code Chapter 4.04, *Parking Standards*, as it exists today or amended. In addition, the following parking ratios apply:

- One vehicle parking space per 1,000 square feet up to 20,000 square feet of building area which is used for aircraft storage and/or maintenance. One vehicle parking space per 2,000 square feet of building area in excess of 20,000 square feet.

- One handicapped space is required for every 25 spaces and one of every 8 handicapped accessible parking spaces, but always at least one, must be "van-accessible".

5. PROCEDURES FOR DEVELOPMENT CONCEPT APPROVAL

5.1. Concept Plan

At a minimum, the Concept Plan shall include the following information:

- name of the proposed development (project name);
- vicinity map with scale (1" = 2,000 feet preferred), north arrow facing the top of the page, and date of preparation;
- location and legal description of the lot;
- location and proposed uses of Improvement areas to include estimated dimensions and square footages;
- location and dimensions of required setbacks;
- number and location of vehicle parking areas based on building square footage estimates;
- designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc.;
- fencing and security gates;
- topographic map depicting existing and proposed contours;
- preliminary utilities plan depicting existing and proposed location of all utilities;
- internal site circulation and designation of public and private streets;
- designated open space;
- proposed schedule for completion of the Development Plan (as outlined in Section 5.2);
- Project Narrative that describes how the proposed development will meet the objectives identified in Section 1.2 and Resolution 2010-058

5.2. Development Plan

The Development Plan shall include a complete set of plans and specifications that fully define the proposed land use as described in the listed in the City's Plan Set Requirements for Planning Applications handout. The Development Plan shall address the function, right(s)-of-way, and widths of roadways within and adjacent to the site. The Development Plan shall identify the location, type, and extent of access to/from Airport roadways and the necessary traffic controls (if any) for each of the development's access points.

The City will not accept incomplete submittals. One original and four copies of the Development Plan shall be organized into five self-contained packets. An electronic copy of the Development Plan shall also be provided.

To be accepted by the City, the Development Plan shall include the documents listed in the City's Plan Set Requirements for Planning Applications handout and the following items and requirements:

Letter of Intent – This letter shall describe the proposed development and convey the anticipated construction schedule for the proposed development.

Letter from Water and Sewer Providers – Based on written notification to the providers from the Applicant of the intent to develop the site which includes an estimated total number of gallons per day of water requirements and an estimated number of gallons per day of sewage to be treated, both based on total building square footage and use, letters from the proposed water and sewer providers shall include proof that the provider has the ability to fully serve the development according to the requirements identified by the Applicant.

In the case of a proposal for utilization of individual wells and/or septic tanks, the Development Plan shall clearly state that wells are proposed. The City will refer the entire submittal to the appropriate Agency having jurisdiction to obtain an opinion on the adequacy of the proposal.

Letter from Livermore-Pleasanton Fire Department (LPFD) – This letter shall identify the impacts of the proposed development on the LPFD (in general) and the LPFD's capabilities of servicing the proposed development (in particular).

Engineer Stamp – All plans and drawings shall be stamped by an engineer certified or licensed in the State of California.

Waiver Request Letter – This letter, which requests a waiver to the submittal process shall identify each item for which a waiver is requested and provide detailed justification for the request. This is a separate letter and it shall not be combined with or substituted for the Letter of Intent.

Review Fee – Checks shall be made payable to the City for the total amount of fees required as stipulated by the City.

Entitlement Fees – Checks shall be made payable to the City for the total amount of fees required as stipulated in the City's Master Fee Schedule.

Financial Plan – The Financial Plan shall include a statement of financial capacity from a qualified financial institution, a three-year historical income statement and balance sheet, a three-year historical statement of cash flows, a five-year projected income statement (or pro forma) for the proposed development, and a five-year projected statement of cash flows for the proposed development.

Development Agreement – Copy of executed Development Agreement.

Completed FAA Form 7460-1 – Notice of Proposed Construction or Alteration.

5.3. Requirements of the Federal Aviation Administration

Non-Aeronautical Uses – FAA approval may be required for any project involving non-aeronautical uses.

Possible Obstructions in the Navigable Airspace – 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace* establishes the maximum allowable heights of objects on or in the vicinity of Airport. These regulations define "imaginary surfaces" which, if penetrated by an object, would be considered an obstruction. Any planned development that would penetrate these imaginary surfaces would, most likely, not be approved by the FAA in which case, it is unlikely that the City would approve the project as well.

Notice of Proposed Construction or Alteration – Once the Development Plan has the support of the City and once FAA Form 7460-1, *Notice of Proposed Construction or Alteration* has been completed by the Applicant, the City will submit the form to the FAA.

- FAA Form 7460-1, *Notice of Proposed Construction or Alteration* is the official notification to the FAA of the proposed construction or alteration.
- The Applicant shall complete FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, and provide any additional or supplemental information requested by the FAA or the City to facilitate the approval process.

6. CONSTRUCTION PHASE

6.1. Pre-Construction Meeting

Prior to initiating construction, the City shall arrange a pre-construction meeting with the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities involved with the development at the Airport to review the City's safety, security, efficiency, operational, and coordination requirements including any limitations, restrictions, and/or prohibitions relating to same.

6.2. Permits, Licenses, Inspections, and Certifications

Lessees (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entity involved with the development shall obtain and incur the expense of all required permits, licenses, inspections, certifications, and approvals/authorizations associated with the development.

No construction shall be undertaken without first receiving a building permit.

6.3. Bonds

Contractor Construction Bond – Prior to the issuance of notice to proceed, Lessee's (Sublessee's, if applicable) contractor shall deliver to the City and shall maintain in full force and effect throughout the entire construction period a contractor construction bond and a labor and material payment bond, each in a sum not less than 100% of the construction contract amount. These bonds shall guarantee prompt and faithful payment by contractor to all persons supplying labor, materials, sustenance, provisions, supplies, rental machinery, tools, and equipment used directly or indirectly by the contractor, subcontractors, vendors, and suppliers in the prosecution of the work provided for in the construction contract and shall indemnify, hold harmless, protect, and defend the City from any liability, loss, or damage associated with the project. These bonds shall name the Lessee (Sublessee, if applicable) as the obligee with the City being named on the dual obligee rider.

Tenant Payment Bond – Prior to the issuance of notice to proceed, the Lessee (Sublessee, if applicable) shall provide the City with a tenant payment bond in a sum not less than 100% of the construction contract amount. The tenant payment bond shall guarantee prompt and faithful payment to the contractor by the Lessee (Sublessee, if applicable) for the work performed by the contractor under the construction contract.

Surety Company's Financial Rating Requirement – All bonds shall be issued by a surety company certified or licensed to transact business in the State and satisfactory to the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney shall be attached to the bond.

The surety company shall have a Best rating of A or better or be approved in advance and in writing by the City.

6.4. Insurance

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth in Appendix 7.8 and as may be required by Legal Requirements.

6.5. Clean-Up During Construction

The construction site and other associated areas shall be kept free of accumulated waste materials, dirt, and surplus materials. Waste materials, dirt, and surplus materials shall not be permitted to (a) create a safety, security, health, or welfare hazard to persons; (b) harm Property; (c) interfere with any activity normally occurring on the Airport; and (d) shall be disposed of in a prompt and appropriate manner, consistent with best practices. Barriers shall be used to ensure debris does not leave the construction area.

- The construction site shall be maintained in a clean, neat, orderly, safe, secure, efficient, and

functional condition, consistent with best practices.

- Failure to properly maintain the construction site may result in the City conducting or contracting the clean-up at the Lessee's (Sublessee, if applicable) or contractor's sole risk, cost, and expense.
- This is not to be construed as a duty or obligation of the City to provide or arrange for such clean up services.

6.6. Damages During Construction

Lessee (Sublessee, if applicable) shall be fully responsible for and shall replace, or in the City's sole discretion, shall reimburse the City for all damages to land, Improvements, vehicles, aircraft, equipment, tools, and any other Property and related appurtenances at the Airport caused by Lessee (Sublessee, if applicable) or its employees, agents, customers, visitors, vendors, contractors, and suppliers.

6.7. Erosion Prevention During Construction

To prevent loss of soil by water and wind erosion and to minimize the generation of dust, best practices combinations of the following approaches shall be used during construction.

- A dust mitigation plan shall be submitted and approved by the City prior to the start of construction.
- Only the smallest possible area of cleared land shall be exposed.
- Provisions shall be made to effectively accommodate increased runoff caused by changes to soil and/or surface conditions.
- Permanent surfacing and landscaping shall be installed as soon as practical.
- Temporary mulching shall be used for imported fill that may be subject to erosion.
- Cleared land shall be watered down at frequent intervals to minimize the creation of dust.

6.8. Inspections

The City or its designated representative may observe the activities and/or inspect the work being performed by the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development to determine whether or not the requirements of the approved plans, specifications, drawings, and related documents (as submitted in the Development Plan outlined in Section 5.2 and approved by the City) are being met (and the work is being accomplished) in a safe, secure, efficient, and prompt manner and in accordance with the Airport's operational and coordination requirements.

- This would include, but not be limited to, construction methods, techniques, processes, and procedures; materials and finishes; vehicles, equipment, and tools; and personnel.

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development shall provide these inspectors and any other inspectors from Agencies having jurisdiction with unlimited access and provide the means for accessing any area of the construction site. Such inspections shall not relieve the Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, or any other entities associated with the development of any responsibilities, obligations, and/or other requirements.

6.9. Protection of Property and Work in Progress

Lessee (Sublessee, if applicable), developers, contractors, subcontractors, vendors, suppliers, and any other entities associated with the development shall take all reasonable precautions to protect and ensure the safety, security, health, and welfare of persons on or near the construction site and shall take all reasonable measures to prevent injury to persons or damage to Property on or near the construction site including:

- all work and materials, vehicles, equipment, tools, fixtures, and furnishings at the site, whether in storage on or off the site, under the care, custody, or control of the contractor, subcontractors, or any other entities associated with the development; and
- all other Property at the site or adjacent to the site, including, but not limited to, lawns, vegetation, pavements, walkways, roadways, driveways, buildings, and utilities not designated for removal, relocation, or replacement.

6.10. As-Built Drawings

Within thirty (30) calendar days of project completion, the Applicant shall submit reproducible as-built 11" x 17" CAD drawings of all Improvements including existing and constructed underground utilities. Vertical and horizontal locations shall be referenced to the Airport's benchmark using the station/offset system. The as-built drawings shall be signed by an engineer or land surveyor certified or licensed in the State.

7. APPENDIX

7.1. Airport Development Priorities

APPENDIX B

City of Livermore - Airport Policy Resolution

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ESTABLISHING AIRPORT OPERATIONAL AND DEVELOPMENT POLICIES

The City's General Plan states in Goal CIR-8 that the City will "support and protect safe and efficient aviation operations at the Airport". In support of that goal and the City Council's desire to communicate its position on future Airport development, staff recommends that the Council support, to the extent feasible under federal law and the City's Grant Assurances with the Federal Aviation Administration, the following policies to guide the Airport Advisory Commission and staff in the future development of the Airport:

1. Future development at the Airport shall only occur in response to existing aviation demand. Whether demand exists shall be evaluated by the Airport Advisory Commission, and shall be based on tangible evidence, such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft having to fly to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transport.

2. Redevelopment at the Airport shall only occur if the Airport Advisory Commission determines that existing facilities are in need of significant rehabilitation, improvement, or replacement.

3. The City Manager, Public Works Director, and Airport Manager shall take no action to solicit or encourage development of a large scale, stand-alone air cargo operator at the Livermore Airport. However, small-parcel air cargo services that serve only businesses and residences in the Tri-Valley region shall be encouraged to support the local economy and ensure economic vitality, and staff shall endeavor to establish this type of business.

4. The City does not intend to extend the existing runways.

5. The City will aggressively foster the reduction of aircraft noise through voluntary noise reduction efforts, especially during night hours. The City will participate in federal lobbying efforts to legislate the phase-out of high noise-producing jets.

6. In cooperation with other Tri-Valley Cities, the City will conduct periodic noise monitoring activities, and report these activities to local elected Boards at least once every two years.

7. The City will take necessary steps to enhance the Airport as the region's key disaster relief and recovery facility.

1 RESOLUTION NO. 2010-058

B-1

8. The City will continue to operate the Livermore Municipal Airport as an unsubsidized and self-sustaining public enterprise in a safe and efficient manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the preceding policies and procedures are established for the operation and development of the Airport:

On the motion of Councilmember Leider, seconded by Councilmember Williams, the foregoing resolution was passed and adopted on the 22nd day of March, 2010, by the following vote:

AYES: Councilmembers Leider, Marchand, Williams, Vice Mayor Horner, Mayor Kamena
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST & DATE:

CITY CLERK
SUSAN NEER

DATE: March 23, 2010

APPROVED AS TO FORM:

SPECIAL COUNSEL
AMARA MORRISON

2 RESOLUTION NO. 2010-058

B-2

7.2. Definitions

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Livermore Municipal Airport (LVK).

Airport Land Use Commission (ALUC) – A local Agency responsible for ensuring compatibility between airports and the surrounding land uses

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

Airport Manager – That person (or designated representative thereof), appointed by the City, responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Certificates of Insurance – A certificate provided by and executed by an insurance company to the City providing evidence of the insurance coverages and policy limits.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Competitive Proposal Process – A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Confidential Information – Any information or data, regardless of whether it is in a tangible form, that is not generally available to the public and is clearly market and identified as "confidential".

Development Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Disposition and Development Agreement (DDA) – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Equipment – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Minimum Standards.

General Aviation – All aviation with exception of Air Carriers and the military.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Legal Requirements – All applicable federal, state, City, and local laws, codes, ordinances, executive orders, policies, and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Tenant.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the City) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Minimum Standards – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact with ATC or other aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Operator – An entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airport.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Ramp – Those paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of aircraft.

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the City has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the City) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

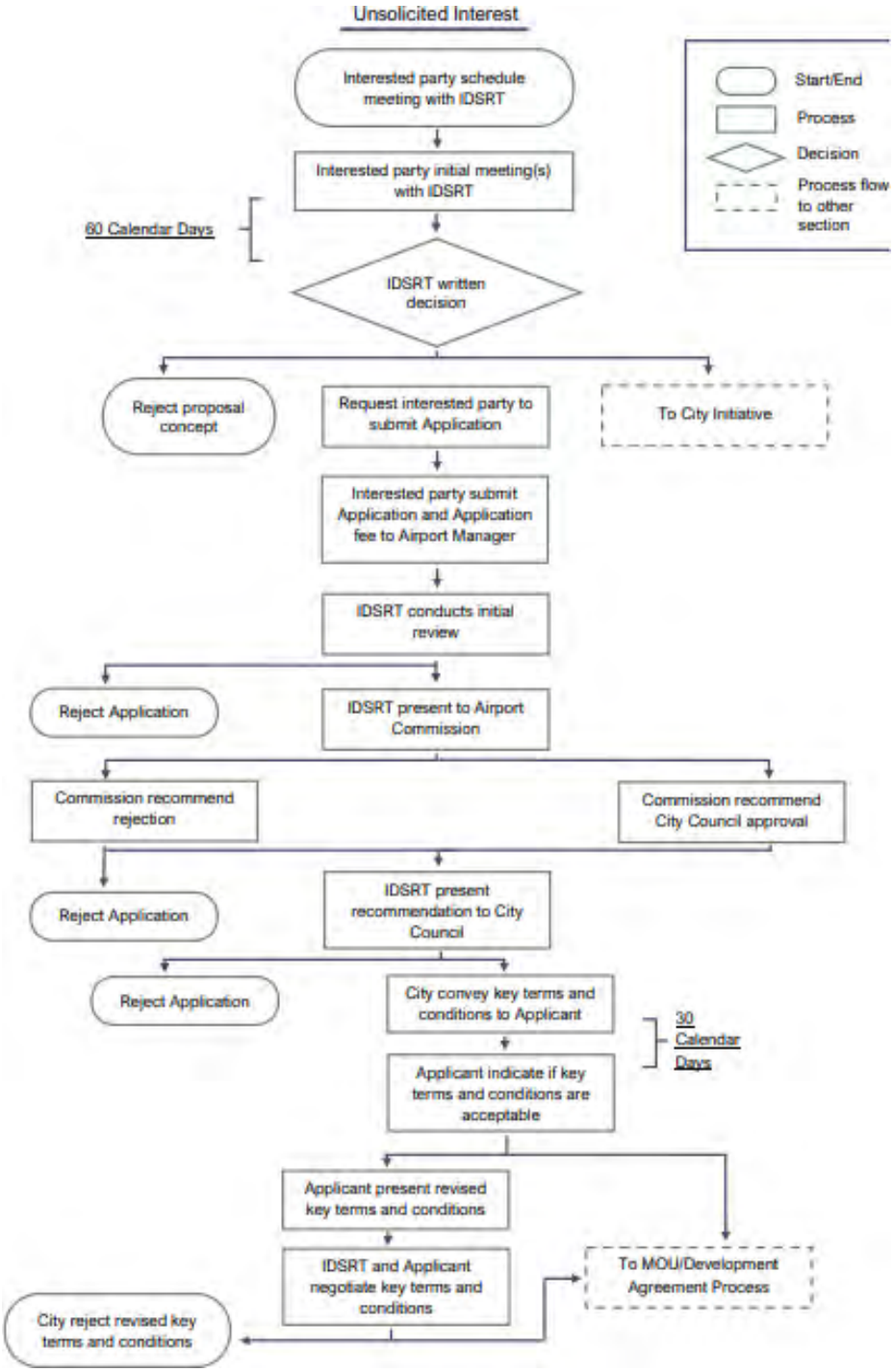
Tenant – A person, Association, or entity that has entered into an agreement with either the City or Operator to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

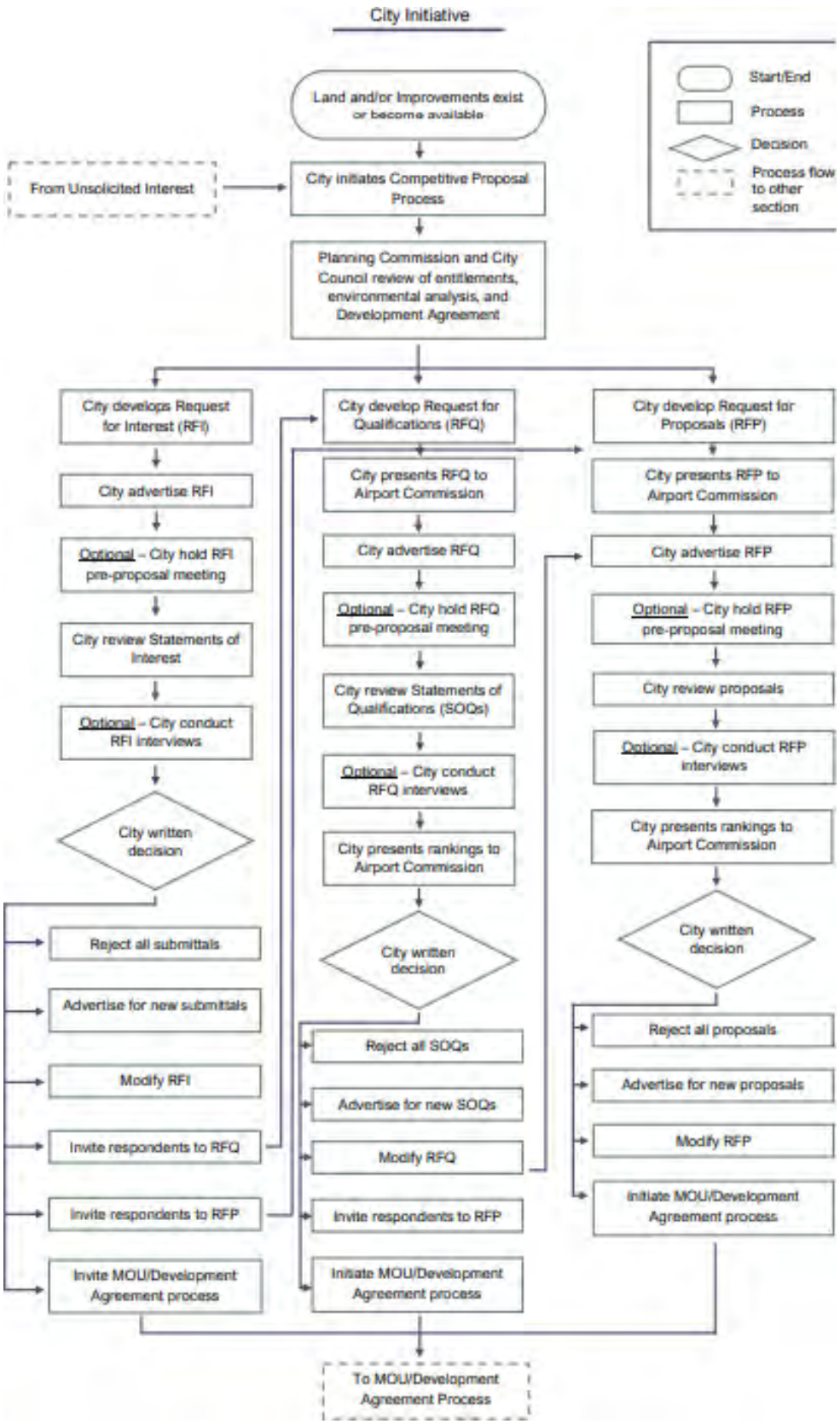
Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

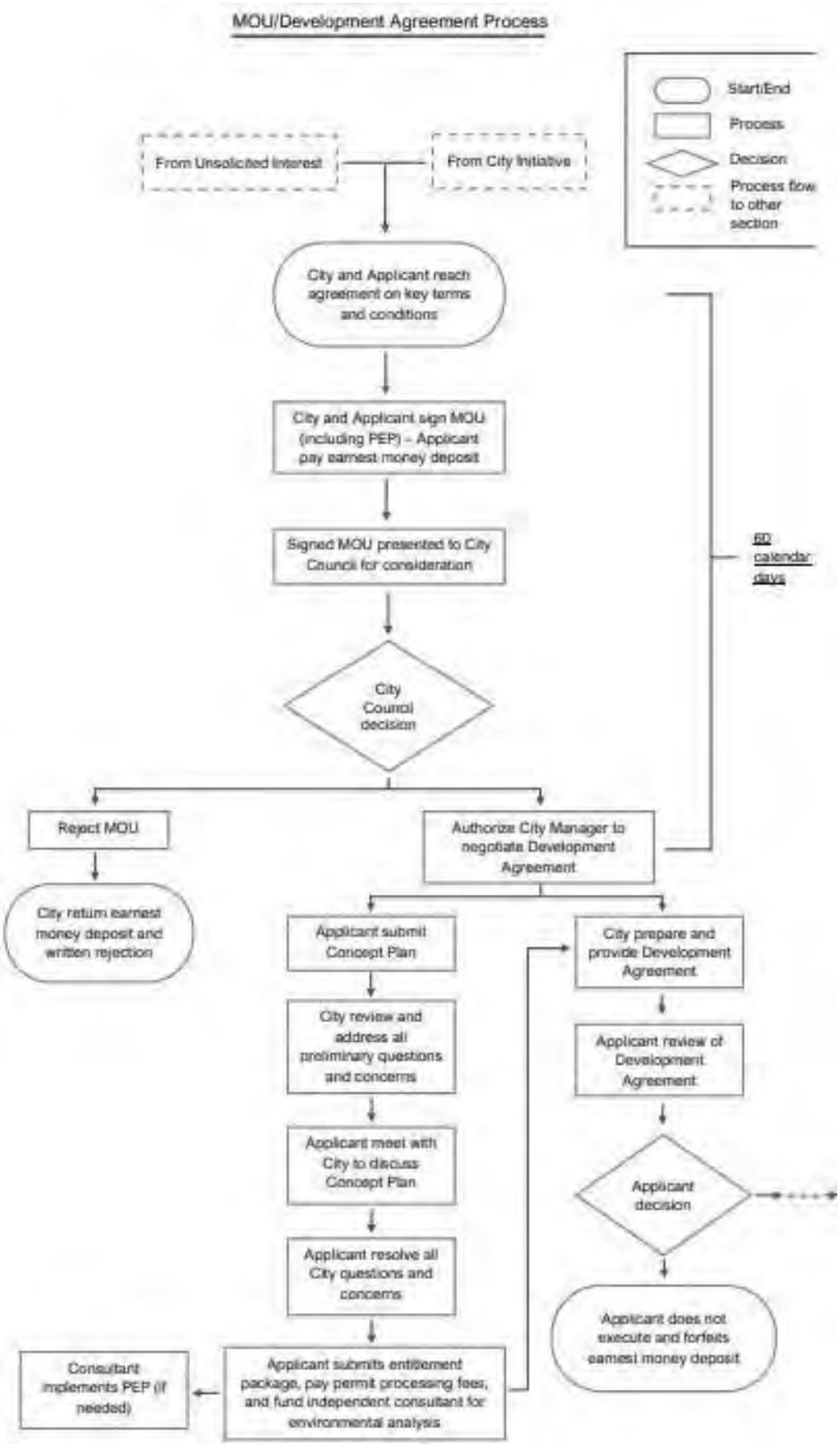
7.3. Acronyms

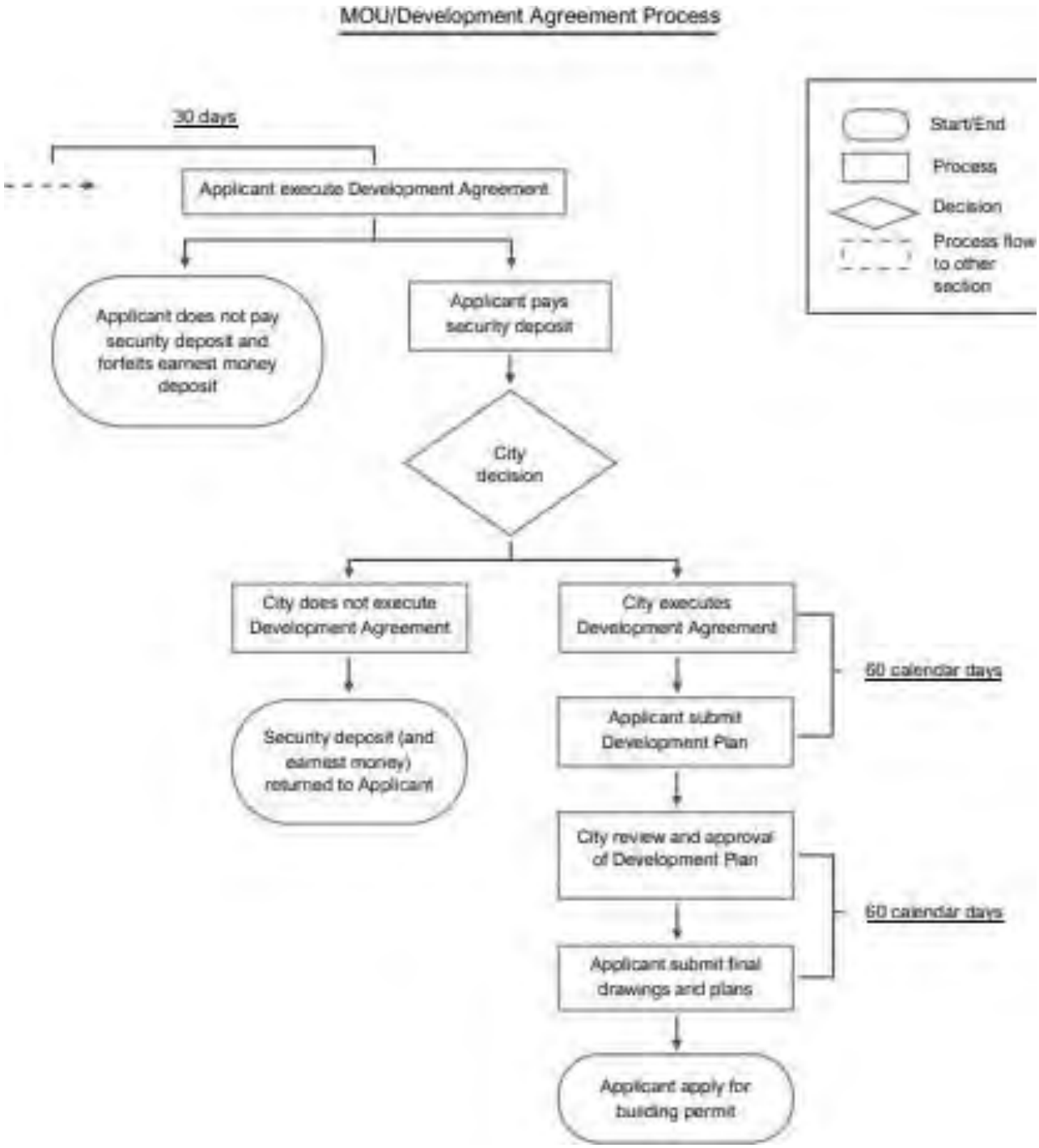
AC	Advisory Circular
ALP	Airport Layout Plan
ATC	Air Traffic Control
ALUC	Airport Land Use Commission
AOA	Air Operations Area
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CO	Certificate of Occupancy
FAA	Federal Aviation Administration
FBO	Fixed Base Operator
IDSRT	Inter-Departmental Staff Review Team
MOU	Memorandum of Understanding
NEPA	National Environmental Protection Act
SASO	Specialized Aviation Service Operator
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
U.S.C.	United States Code

7.4. Leasing Practices Flowchart




City Initiative
Start/End
Process
Decision
Process flow to other section
Land and/or Improvements exist or become available
From Unsolicited Interest
City initiates Competitive Proposal Process
Planning Commission and City Council review of entitlements, environmental analysis, and Development Agreement
City develops Request for Interest (RFI)
City advertise RFI
Optional – City hold RFI pre-proposal meeting
City review Statements of Interest
Optional – City conduct RFI interviews
City written decision
Reject all submittals
Advertise for new submittals
Modify RFI
Invite respondents to RFQ
Invite respondents to RFP
Invite MOU/Development Agreement process
City develop Request for Qualifications (RFQ)
City presents RFQ to Airport Commission
City advertise RFQ
Optional – City hold RFQ pre-proposal meeting
City review Statements of Qualifications (SOQs)
Optional – City conduct RFQ interviews
City presents rankings to Airport Commission
City written decision
Reject all SOQs
Advertise for new SOQs
Modify RFQ
Invite respondents to RFP
Initiate MOU/Development Agreement process
City develop Request for Proposals (RFP)
City presents RFP to Airport Commission
City advertise RFP
Optional – City hold RFP pre-proposal meeting
City review proposals
Optional – City conduct RFP interviews
City presents rankings to Airport Commission
City written decision
Reject all proposals
Advertise for new proposals
Modify RFP
Initiate MOU/Development Agreement process
To MOU/Development Agreement Process


MOU/Development Agreement Process
Start/End
Process
Decision
Process flow to other section
From Unsolicited Interest
From City Initiative
City and Applicant reach agreement on key terms and conditions
City and Applicant sign MOU (including PEP) – Applicant pay earnest money deposit
Signed MOU presented to City Council for consideration
60 calendar days
City Council decision
Reject MOU
City return earnest money deposit and written rejection
Authorize City Manager to negotiate Development Agreement
Applicant submit Concept Plan
City review and address all preliminary questions and concerns
Applicant meet with City to discuss Concept Plan
Applicant resolve all City questions and concerns
Applicant submits entitlement package, pay permit processing fees, and fund independent consultant for environmental analysis
Consultant implements PEP (if needed)
City prepare and provide Development Agreement
Applicant review of Development Agreement
Applicant decision
Applicant does not execute and forfeits earnest money deposit


MOU/Development Agreement Process
30 days
Applicant execute Development Agreement
Applicant does not pay security deposit and forfeits earnest money deposit
Applicant pays security deposit
City decision
City does not execute Development Agreement
Security deposit (and earnest money) returned to Applicant
City executes Development Agreement
Applicant submit Development Plan
60 calendar days
City review and approval of Development Plan
Applicant submit final drawings and plans
60 calendar days
Applicant apply for building permit
Start/End
Process
Decision
Process flow to other section

7.5. Lease / Development Proposal Evaluation Form

It is the goal of the City to ensure Airport property is leased and developed in a high-quality manner consistent with sound fiscal management and best operational practices while ensuring the provision of essential infrastructure, Improvements, and amenities that support the overall operation of the Airport. The City has established the following objectives to help achieve this goal.

Please provide a detailed description as to how the proposed development/redevelopment meets the following objectives:

- **Environmental –**Employ sustainable development practices to conserve natural resources and minimize adverse impacts such as noise, air, and water pollution on the environment. Actions to reduce the impact of noise pollution should be employed such as fostering the reduction of aircraft noise through voluntary noise reduction efforts especially during night hours. Action to reduce air pollution should be taken by supporting the transition from leaded to unleaded fuel. Action to prevent PFAS or other contamination into the water system should be undertaken such as monitoring the use of fire foam or other chemicals containing PFAS and report such usage to the Airport Advisory Commission.
- **Social** – Maintain and enhance a compatible relationship between the Airport and the surrounding community through public engagement efforts that will include information regarding the scope and scale of proposed projects and provide opportunities for public input and inquiry. Public engagement should address potential impacts to residents and surrounding communities such as increased aircraft activity, vehicle traffic, and noise, including how these impacts may be mitigated.
- **Function** –Development of Airport land and Improvements is to occur in response to existing aviation demand, such as the existence of a hangar waiting list, letters of interest or proposals to provide essential aeronautical services to avoid the need for based aircraft flying to other airports to receive those services, or services determined to be supportive of the local community, such as law enforcement or emergency medical transport. All development and redevelopment must meet the needs of the Airport and be consistent with the Airport's Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) and the existing development of the Airport. Projects will be evaluated by the Airport Advisory Commission.
- **Visual** – Establish high-quality standards for architectural and landscape design and construction.
- **Economic** – Support the local economy and ensure economic vitality. Preserve property values, enhance investments, and ensure the Airport is as self- sustaining as possible consistent with the Federal Aviation Administration (FAA) Airport Sponsor Assurances.
- **Compatibility** – This Policy will encourage development that is consistent with Airport Development priorities as stated herein in this Policy and in Resolution 2010-058, a copy of which is attached in Appendix 7.1.

The above objectives reflect the Airport Development Priorities established by the Livermore City Council in 2010 through Resolution number 2010-058, a copy of which is attached in Appendix 7.1. The above Goal, Objectives, and Development Priorities established in Resolution 2010-058, will be used as criteria for evaluating proposals for Airport land lease /development, as further explained in this document.

General Requirements

All development, improvement, renovation, or landscaping shall comply with the Airport Layout Plan, Minimum Standards, 14 Code of Federal Regulations (CFR) Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace*, and/or other Legal Requirements. Notwithstanding any other provisions of this Policy, land and/or Improvements shall not be developed or used in such a manner as to:

- interfere with aircraft communication or navigation equipment,
- adversely impacts the visibility of airport lighting and/or signage,
- impairs the visibility of aircraft crew members or Air Traffic Control (ATC) personnel; or
- otherwise endangers or adversely impacts the arrival, departure, or maneuvering of aircraft.

Please provide a detailed description as to how the proposed development/redevelopment meets the above general requirements.

7.6. RFI, RFQ, and/or RFP Document Guidelines

The content that may be included in each type of document is identified in the table that follows:

Item	RFI	RFQ	RFP
Objectives with respect to the opportunity	•	•	•
Responsibility for compliance with Legal Requirements		•	•
Overview of the community, the Airport, and the marketplace	•	•	•
Location (and approximate size) of the subject property	•	•	•
Complete and thorough description of the subject property		•	•
Anticipated use of the subject property	•	•	•
If Commercial, outline the desires with regard to the: (a) entity's qualifications and experience and (b) the range, level, and quality of General Aviation products, services, and facilities (and/or Improvements) to be developed		•	•
Anticipated lease term (duration)			•
Minimum rent for the subject property			•
If Commercial, identify the minimum fees and/or other charges for engaging in Activities at the Airport			•
Schedule that identifies key dates for the process	•	•	•
If necessary, the location, date, time, and requirement for attendance at a pre-proposal conference	•	•	•
Specific instructions regarding the content and format of the submission	•	•	•
Require a proposal bond or personal guarantee (that shall remain in effect for 180 calendar days), in the amount equal to the total rents, fees, and other charges proposed to be paid in the first month of the Agreement or $1,000 (whichever is greater)			•
Place, date, time, and any additional instructions for submission	•	•	•
Grounds for denial or disqualification and withdrawal			•
Evaluation and/or selection criteria to be utilized		•	•
Required forms, statements, and affidavits to be completed for submission			•
Draft of proposed Agreement and/or Permit			•
Minimum Standards and Rules and Regulations			•

7.7. Advertising Guidelines

The RFI/RFQ/RFP advertisement should:

- provide a description of the RFI/RFQ/RFP opportunity including identification of the Airport land and/or Improvements that are and/or may be available for lease (subject property) and the General Aviation products, services, and/or facilities that are and/or may be desired by the City;
- provide instructions to proposers for obtaining the RFI/RFQ/RFP document; and
- identify the date, time, and method for submittals.

7.8. Insurance

Contractor shall procure, maintain, and pay all premiums throughout the entire construction period for the insurance coverages and amounts set forth in this Section and as may be required by Legal Requirements. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State with a Best rating of A or better or be approved in advance and in writing by the City.

- **Commercial General Liability** – Coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury and Property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form Property damage, products/completed operations, explosion, collapse, underground, broad form blanket contractual, and $100,000 fire legal liability.
- **Commercial or Business Automobile Liability** – Coverage in the minimum amount of $1,000,000 CSL bodily injury and Property damage for all vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired vehicles.
- **Personal Vehicle Liability** – Coverage in the amounts of $250,000 per person and $500,000 each Accident Bodily Injury and $100,000 each Accident Property Damage for each vehicle to be operated in association with the contract that is not insured under Commercial vehicle Liability.
- **Workers' Compensation (WC)** – Coverage, in full compliance with California's statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of $1,000,000.
- **Professional Liability (Errors and Omissions) Engineers and Architects** – Coverage in the minimum amount of $500,000 each occurrence and $1,000,000 aggregate.
- **Property Coverage** – Course of Construction (Builder's Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction, against all perils including flood until the project is completed and accepted by the City. Should the work being constructed be damaged by fire or any other causes during construction, contractor shall replace it in accordance with the requirements of the plans and specifications without additional cost or expense to the City.

All insurance required will be primary coverage and any insurance or self-insurance maintained by the City shall be excess of contractor's insurance coverage and shall not contribute to it.

The City shall be notified immediately if any aggregate insurance limit is exceeded. Additional coverage shall be purchased to meet requirements.

All insurance, which contractor is required to carry and keep in full force and effect, shall name the City and the City Council, individually and collectivity, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

Contractor agrees to waive all rights of subrogation against the City and the City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers for losses arising directly or indirectly from the activities and/or work performed by contractor (applies only to Commercial General Liability and Workers' Compensation).

Policies shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after thirty (30) calendar days prior written notice, fourteen (14) calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the City.

Contractor agrees to provide the City with the following insurance documents before the start of

construction:

- Certificates of Insurance for all required coverages;
- additional insured endorsements;
- waiver of subrogation endorsements (e.g., waiver of transfer rights of recovery against others, waiver of our right to recover from others, etc.); and
- sixty (60) calendar days' notice cancellation clause endorsements.

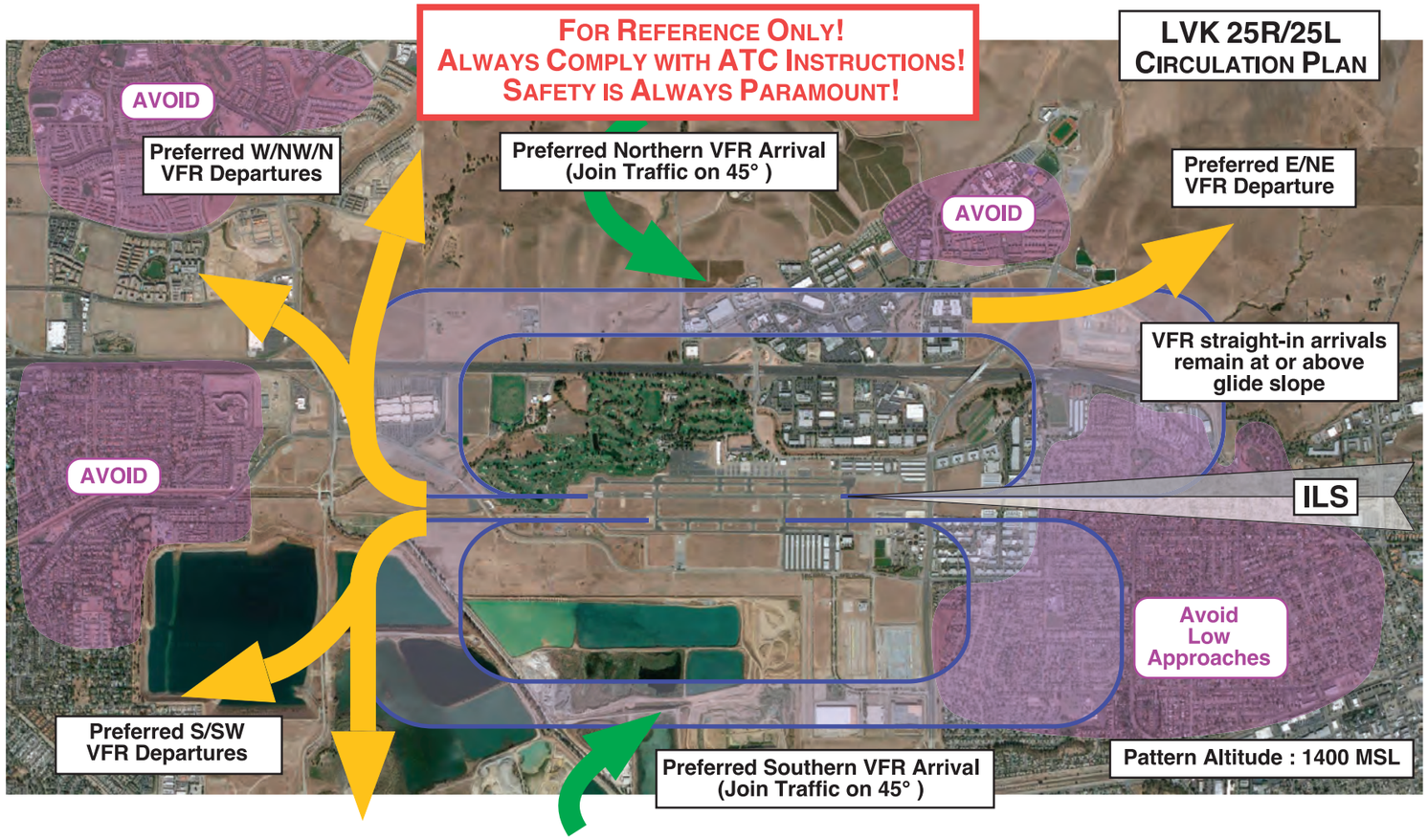
It is the responsibility of the contractor to ensure that any and all subcontractors comply with all terms and conditions of the insurance provisions stipulated herein.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve contractor for liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under the law.

Claims Made Insurance – If the Professional Liability coverage is "claims made", contractor shall, for a period of three years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage).

Contamination and Pollution – Contractor, at its own cost and expense, shall provide clean-up of the site, any other Property, or any natural resources that are contaminated or polluted as a result of contractor's activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the contractor shall be borne entirely by the contractor.

Attachment 4 – Pilot Information Guide



RECOMMENDED VFR PROCEDURES

- Use preferred arrival and departure corridors
- Keep your patterns tight
- Avoid overflying residential areas
- Avoid straight-in VFR arrivals
- Avoid low passes and formation arrivals
- Avoid abrupt maneuvering, power, and sudden propeller RPM changes
- Watch those propeller helical tip speeds!

HELP US TO REDUCE NOISE!

Adhere to Voluntary Restraint from Night Flying Policy (10 PM - 6 AM local)

ARRIVALS

- Remain at traffic pattern altitude (1400' MSL) as long as practical before descending to land.

DEPARTURES

- Climb as quickly as practical to pattern altitude.
- Avoid intersection takeoffs

LIVERMORE MUNICIPAL AIRPORT (KLVK)
PILOT INFORMATION GUIDE

www.cityoflivermore.net/airport

LOCATION

N 37° 41' 36.20" W 121° 49' 13.30"
N 37° 41.603333' W 121° 49.221667'
N 37.6933889° W 121.8203611°

Elevation : 400 ft MSL / 121.9 m (surveyed)
Variation : 13.7° E (1/2015)
3 miles West of Livermore, CA (zip = 94551)

AIRPORT OPERATIONS

Airport Use :	Open to the public
Sectional Chart :	SAN FRANCISCO
Control Tower :	YES (0700-2100 PST/PDT daily)
ARTCC :	OAKLAND CENTER
FSS :	OAKLAND FSS (1-866-469-7828)
NOTAM's Facility :	LVK NOTAM-D Service Available
FBO Hours :	0600-1800 (925-315-4130)
Pattern Altitude:	1400 ft MSL
Wind Indicator:	Midfield, Lighted
Segmented Circle:	YES
Lights	
07L/25R :	Lighted, PCL on CTAF (3x, 5x, 7x)
07R/25L :	NONE
Taxiways :	Lighted, PCL on CTAF
Beacon:	White-Green (lighted land airport)

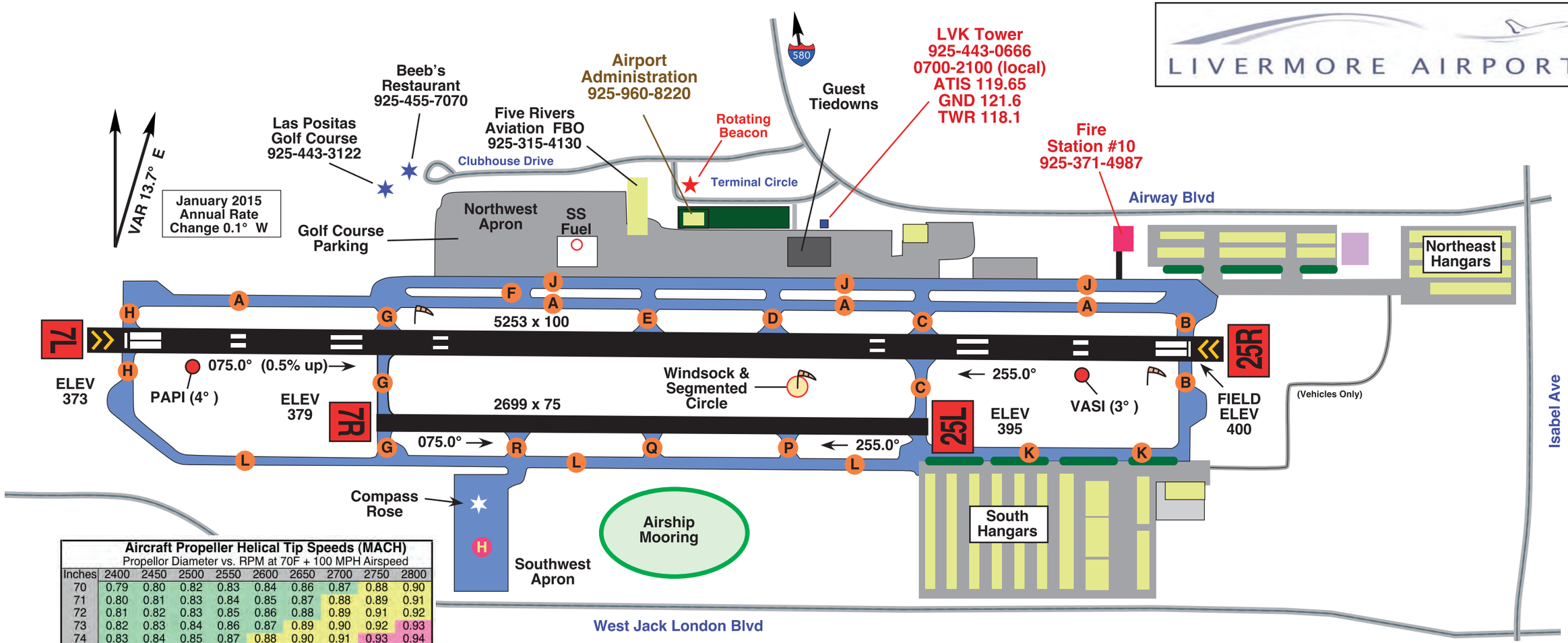
COMMUNICATIONS

ATIS	119.65	925-447-9516
TOWER	118.1	925-443-0666, 0700-2100 LCL
	128.2	(when necessary)
GROUND	121.6	925-443-0666, 0700-2100 LCL
ASOS	119.65	925-606-5412
CTAF	118.1	(when tower closed)
ILS/LOC	110.5	
UNICOM	122.95	(monitored by FBO)
NDB (REIGA)	374	

NORCAL APPROACH : 123.850 RWY 07R/07L/25R/25L
NORCAL DEPARTURE: 125.350 RWY 25R/25L
125.850 RWY 07R/07L

Copyright © 2016, Courtesy Brett M Wayne

LIVERMORE AIRPORT

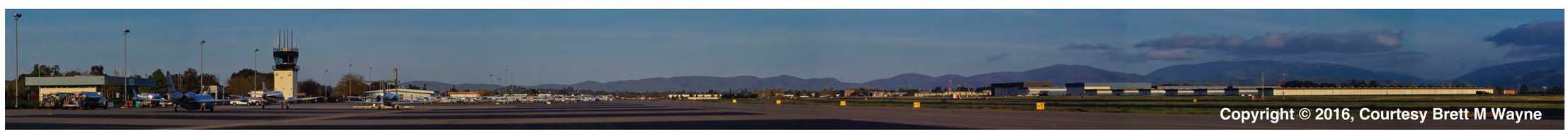


Aircraft Propeller Helical Tip Speeds (MACH)
Propellor Diameter vs. RPM at 70F + 100 MPH Airspeed

Inches	2400	2450	2500	2550	2600	2650	2700	2750	2800
70	0.79	0.80	0.82	0.83	0.84	0.86	0.87	0.88	0.90
71	0.80	0.81	0.83	0.84	0.85	0.87	0.88	0.89	0.91
72	0.81	0.82	0.83	0.85	0.86	0.88	0.89	0.91	0.92
73	0.82	0.83	0.84	0.86	0.87	0.89	0.90	0.92	0.93
74	0.83	0.84	0.85	0.87	0.88	0.90	0.91	0.93	0.94
75	0.83	0.85	0.86	0.88	0.89	0.91	0.92	0.94	0.95
76	0.84	0.86	0.87	0.89	0.90	0.92	0.93	0.95	0.96
77	0.85	0.87	0.88	0.90	0.91	0.93	0.94	0.96	0.97
78	0.86	0.88	0.89	0.91	0.92	0.94	0.95	0.97	0.98
79	0.87	0.89	0.90	0.92	0.93	0.95	0.97	0.98	1.00
80	0.88	0.90	0.91	0.93	0.94	0.96	0.98	0.99	1.01

FOR ADDITIONAL AIRPORT INFORMATION
WWW.CITYOFLIVERMORE.NET/AIRPORT

CAUTION : BE ALERT TO RUNWAY CROSSING CLEARANCES
READ BACK OF ALL RUNWAY HOLD INSTRUCTIONS IS REQUIRED!



Attachment 5 – Airport Mapping

Livermore Airport (LVK)

Airport Land Use Analysis

Aviation Features

Airport Boundary

Undeveloped Sites

0 500 1,000 2,000 3,000 4,000 Feet

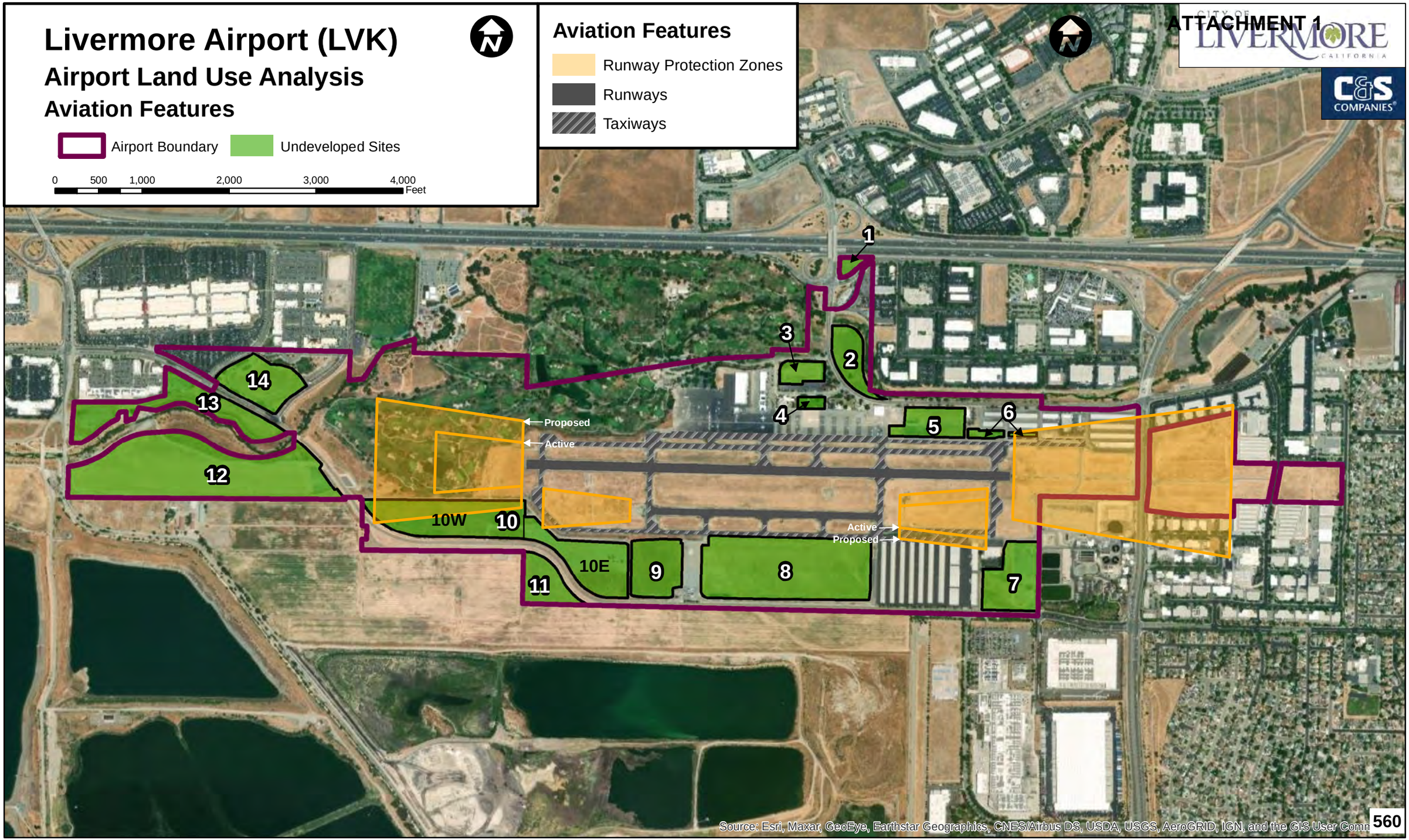
Aviation Features

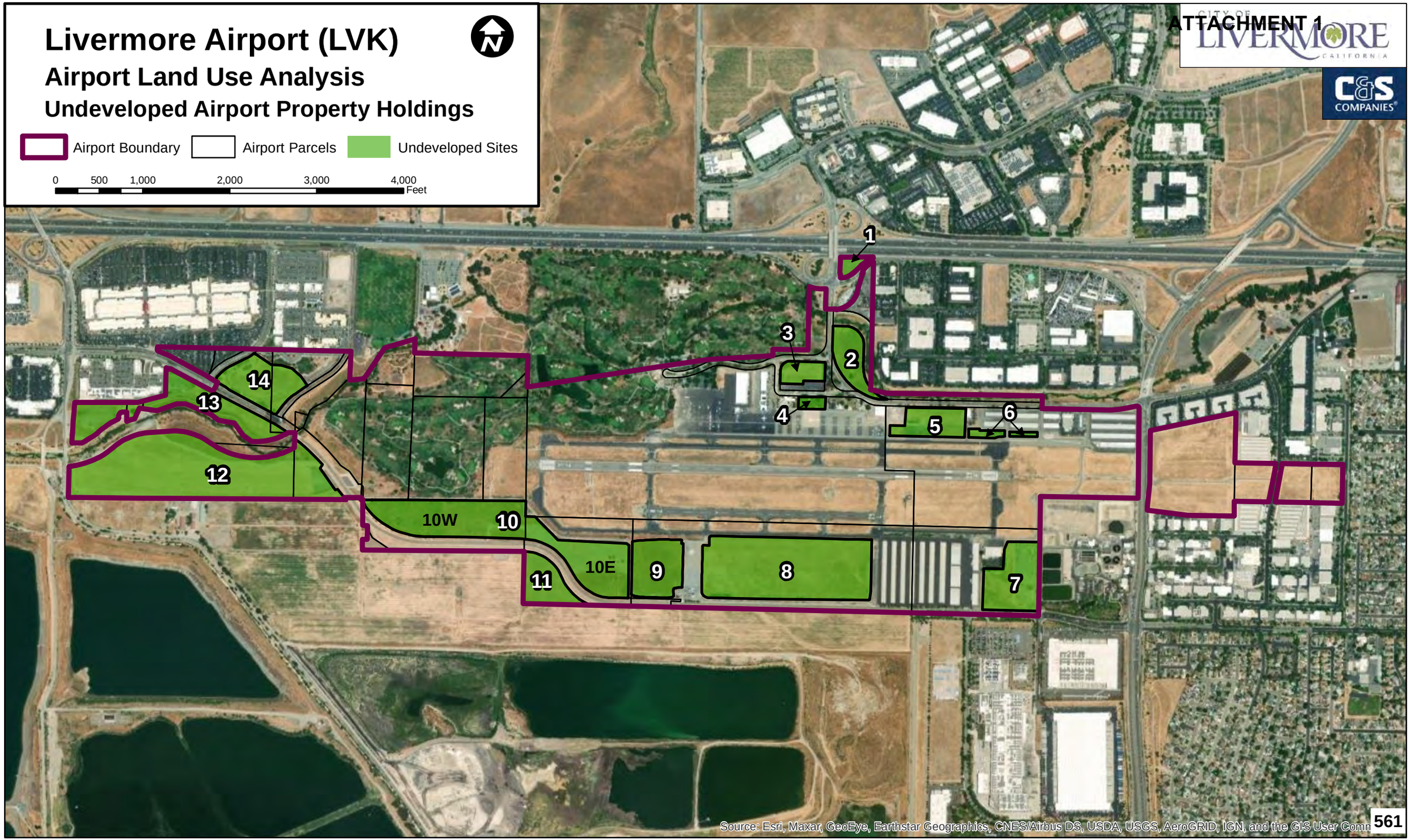
Runway Protection Zones

Runways

Taxiways

ATTACHMENT 1




Livermore Airport (LVK)
Airport Land Use Analysis
Undeveloped Airport Property Holdings
Airport Boundary
Airport Parcels
Undeveloped Sites
0
500
1,000
2,000
3,000
4,000
Feet
ATTACHMENT 1
CITY OF LIVERMORE CALIFORNIA
C&S COMPANIES
1
2
3
4
5
6
7
8
9
10
10W
10E
11
12
13
14
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Comm

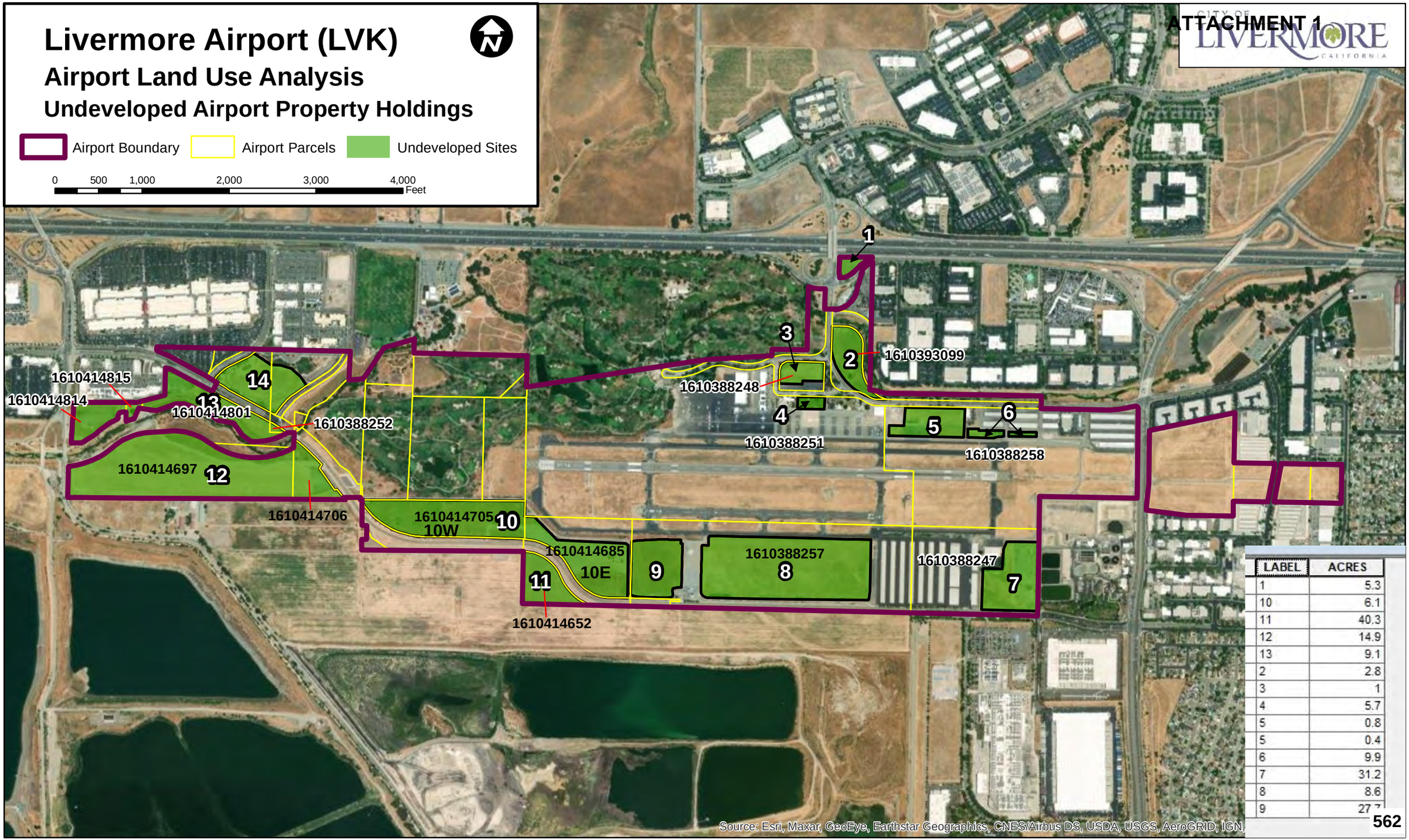
Livermore Airport (LVK)

Airport Land Use Analysis

Undeveloped Airport Property Holdings

Airport Boundary | Airport Parcels | Undeveloped Sites

0 500 1,000 2,000 3,000 4,000 Feet



LABEL	ACRES
1	5.3
10	6.1
11	40.3
12	14.9
13	9.1
2	2.8
3	1
4	5.7
5	0.8
5	0.4
6	9.9
7	31.2
8	8.6
9	27.7

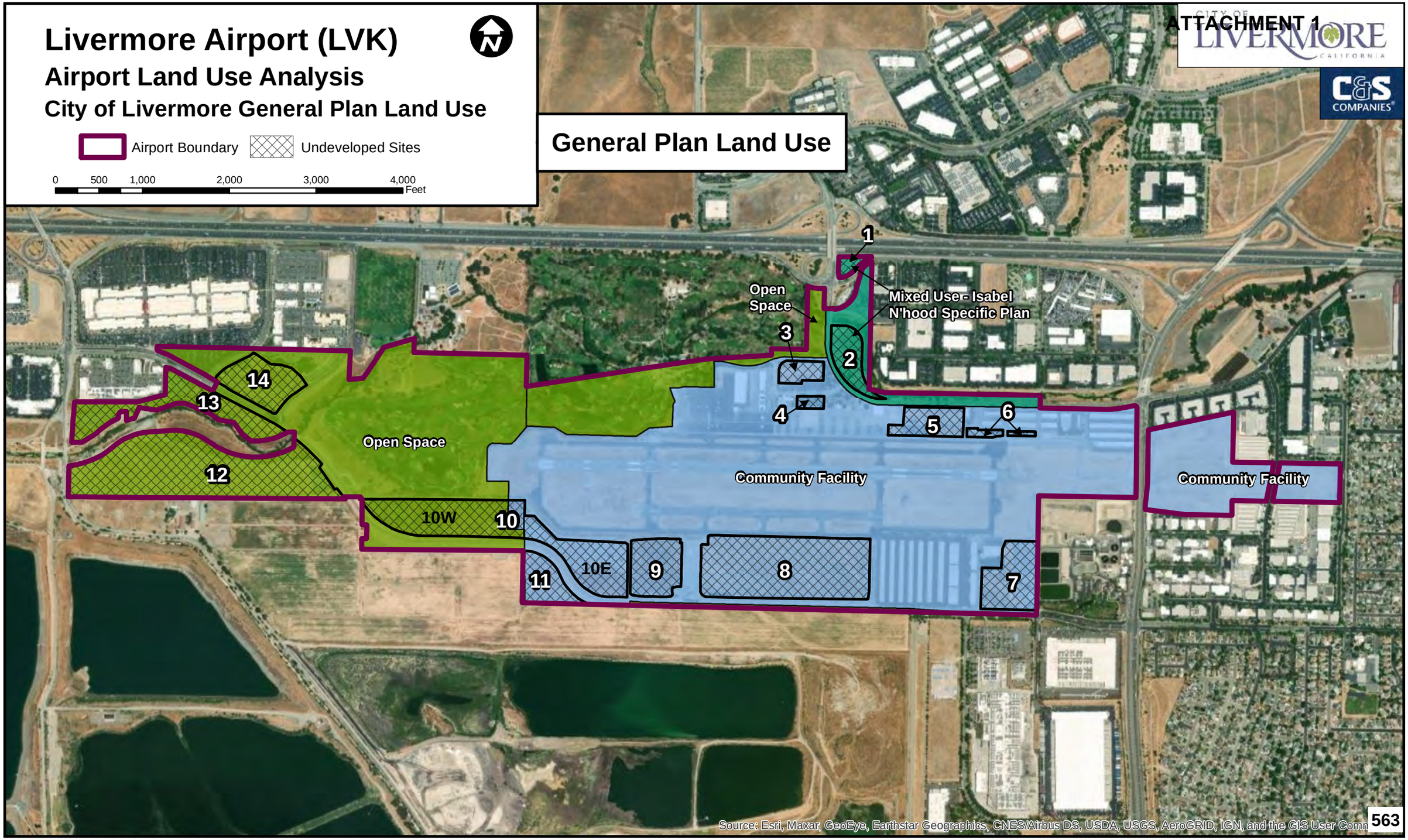
Livermore Airport (LVK)

Airport Land Use Analysis

City of Livermore General Plan Land Use

Airport Boundary
Undeveloped Sites

0 500 1,000 2,000 3,000 4,000 Feet



Livermore Airport (LVK)

Airport Land Use Analysis

City of Livermore Zoning

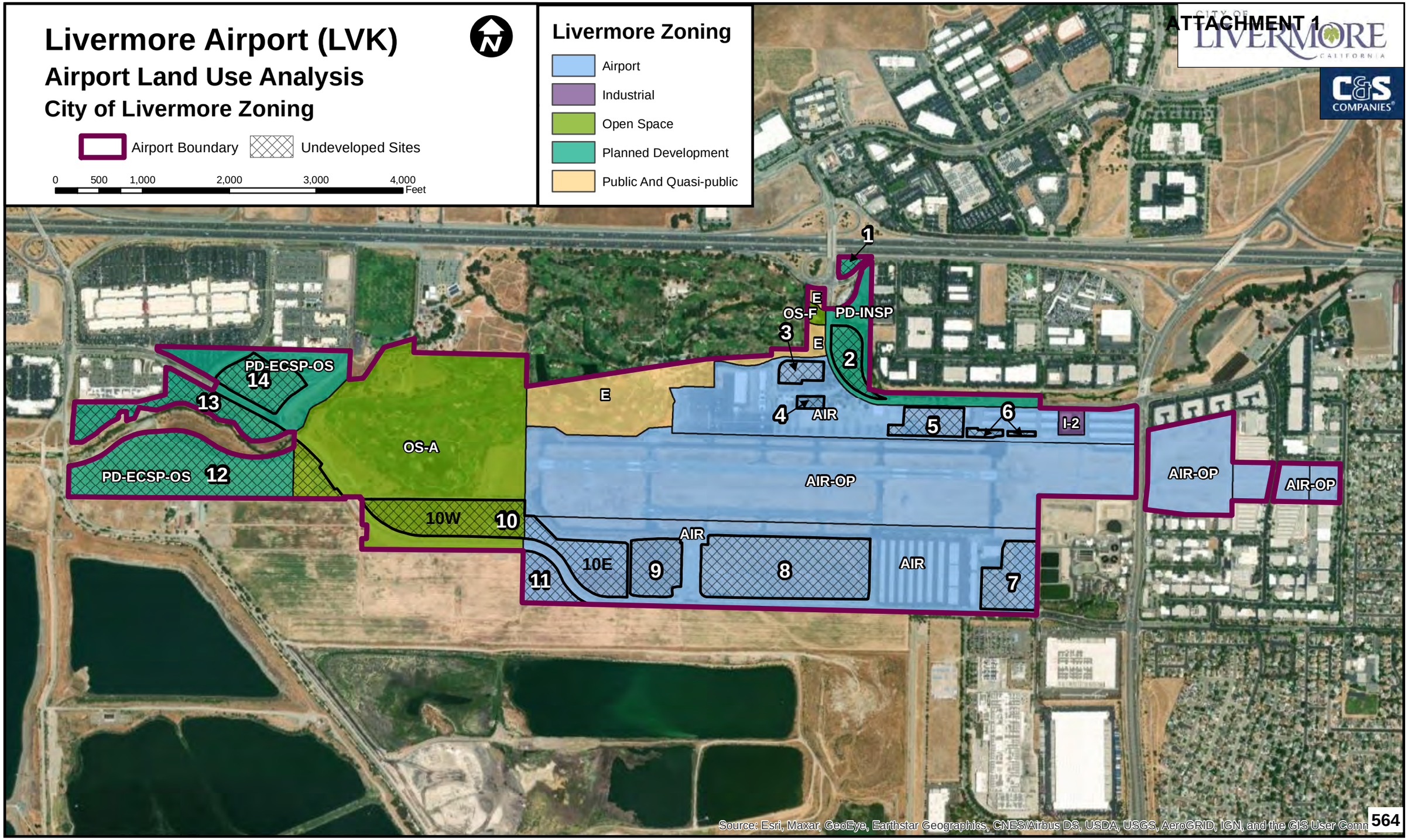
Airport Boundary

Undeveloped Sites

0 500 1,000 2,000 3,000 4,000 Feet

Livermore Zoning

- Airport
- Industrial
- Open Space
- Planned Development
- Public And Quasi-public



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Comm

Livermore Airport (LVK)

Airport Land Use Analysis

Water Features & FEMA Flood Zones

Airport Boundary

Undeveloped Sites

0 500 1,000 2,000 3,000 4,000 Feet

Water Features & Flood Zones

Streams

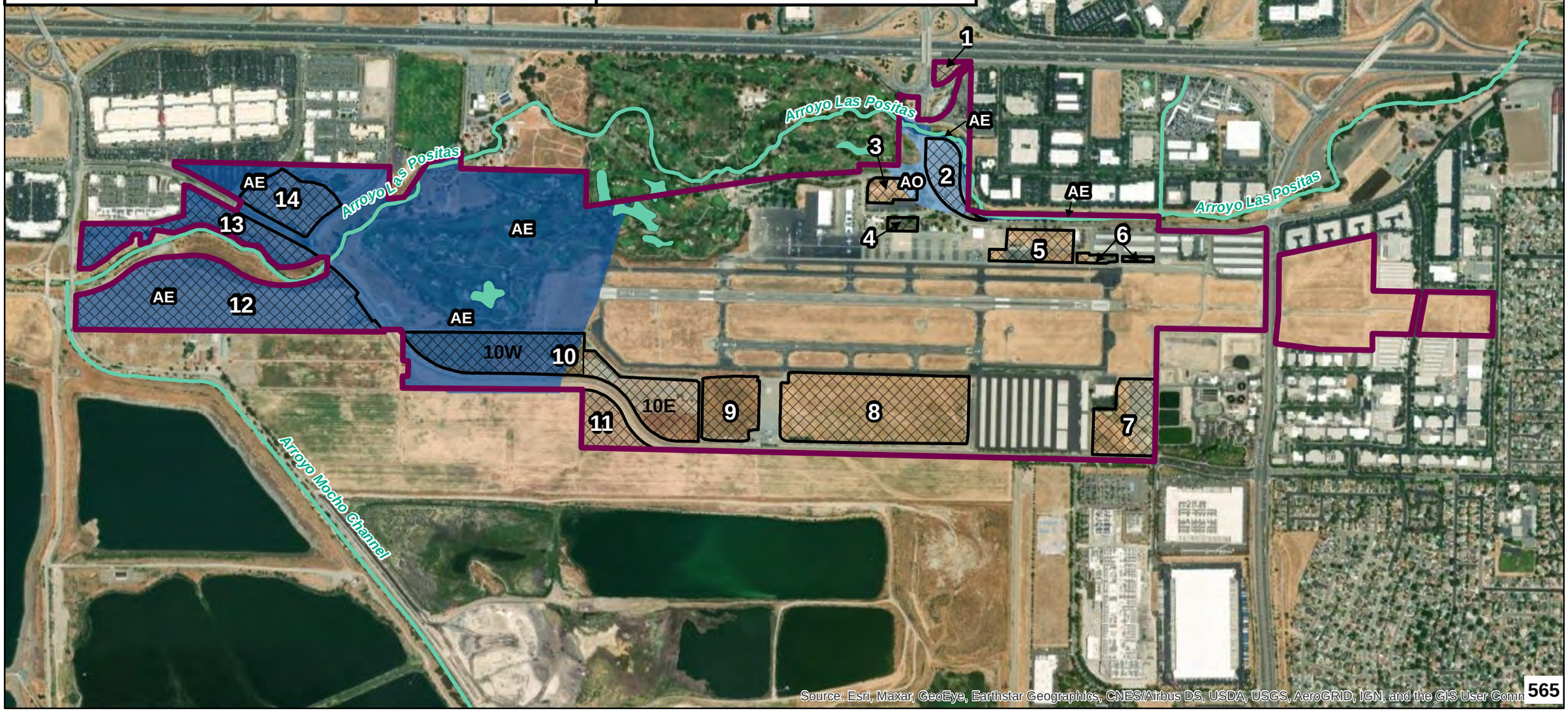
Lakes & Ponds

FEMA Flood Zones

AE: 100-year Flood Zone

AO: 100-year Flood Zone, Shallow Flow

ATTACHMENT 1



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Comm

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Commission for the Arts annual update presented by Chair Laurence E. Milder. Material: PowerPoint Presentation
6.1	Hearing to receive and consider protests and direct staff to proceed with fieldwork on the abatement of weeds, rubbish, dirt, or refuse on specific described properties under the 2025 Weed Abatement Program. Material: PowerPoint Presentation
7.1	Update on the Airport Land Use and Development Study Including Next Steps. Materials: PowerPoint Presentation and Public Comment
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

2025 Commission for the Arts
Annual Update to the City Council

Presented by:

Chair Laurence E. Milder

April 14, 2025

CITY OF LIVERMORE CALIFORNIA

1

2025 Commission for the Arts

From left to right: Tracy Sahn, Cathleen deOrnelas, Monya Lane, Natalia T. Custodio, Laurence E. Milder, Rajagopal R. Kowligi, Robert Gausman, Thomasin Dewhurst

CITY OF LIVERMORE CALIFORNIA

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About the Commission for the Arts

The Commission for the Arts has the following duties and responsibilities:

- Encourage programs for the cultural enrichment of the city.
- Make annual recommendations to the City Council establishing art priorities for the City.
- Receive input from the community on issues relevant to arts policies.
- Develop and recommend to the Council a five-to-ten-year cultural arts plan for the city, including goals, implementation strategies and financing methods. The Commission shall review the plan every five years and update it as necessary.
- Review and approve public art or make recommendations regarding public art, in accordance with established procedures.
- Review and approve Public Art Fund grant applications.
- Support the goals and priorities adopted by the City Council.

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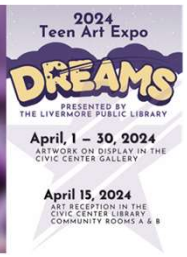
3

Accomplishments from the Last Year

- Reviewed two mini grants (awarding two) and five Project & Program Grants (awarding three)
- The Commission assisted with the judging of the Livermore Art Association Spring Art Show, the Library's Teen Art Expo, and Congressman Eric Swalwell's Congressional Art Competition
- Awarded nine students $600 awards through the High School Senior Arts Awards – students from Livermore High School, Granada High School, and Vineyard Alternative School received awards



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4

Accomplishments from the Last Year (cont'd)

Review/Approval of Public Art

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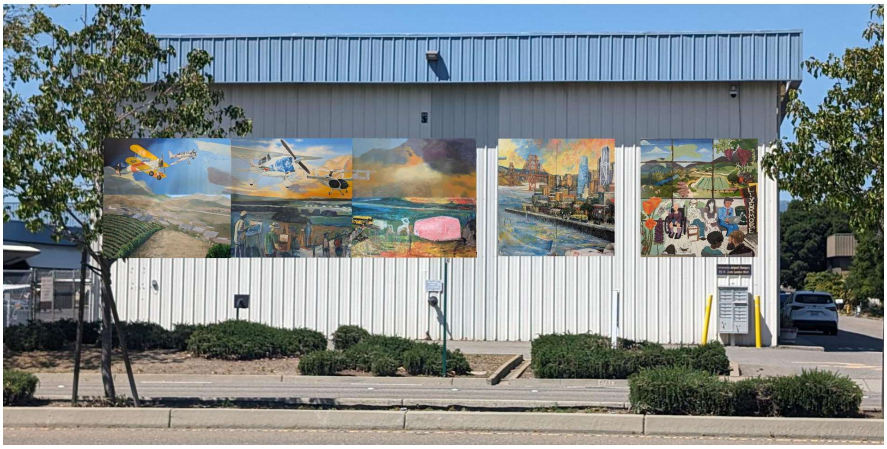
5

Accomplishments from the Last Year (cont'd)

Review/Approval of Public Art



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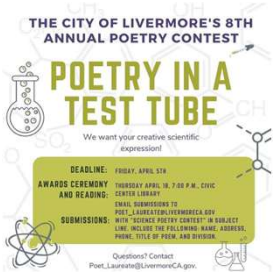
6

Poet Laureate Recommendation

The Commission for the Arts interviews candidates for Poet Laureate and makes a recommendation to the City Council on the appointment.

In June 2024, the Commission interviewed Peggy Schimmelman and recommended her re-appointment as the Poet Laureate – she has held this role since July of 2022.



Throughout the year, the Commission and City staff support programs and events planned and presented by the Poet Laureate.

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7

Commission Support Transitions to the Library

Ongoing Commission for the Arts support is now being provided by the Livermore Public Library. We thank the Office of Innovation and Economic Development for their support over the last 5+ years!

As a natural partner for the arts, the Library continues to actively look for ways to integrate and leverage the existing cultural arts programming that is being offered for all ages in the Library, with the overall City arts program that the Commission supports.

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8

Thank You!

CITY OF LIVERMORE CALIFORNIA

9

2025 Fire Hazard Abatement Program

Presented by Ryan Rucker, Deputy Chief

April 14, 2025

1

2025 Fire Hazard Abatement Program

Hearing to receive/consider protests and direct staff to proceed with the abatement of non-compliant properties

- March 2025: City Council approved Resolution 2025-032 declaring a public nuisance
  - Notices mailed to the owner of record or current occupant
  - Owners have been advised to abate and avoid enforcement
  - Owners advised of their option to protest at this hearing
- Staff recommends that the City Council overrule objections to the proposed abatement
  - Adopt the attached resolution ordering a contractor to abate
- Inspectors will survey all parcels listed for compliance
  - Those not compliant by May 31, 2025, will be abated

2

Update on the Airport Land Use and Development Study Including Next Steps

City Council

April 14, 2025

Andy Ross, Principal Planner

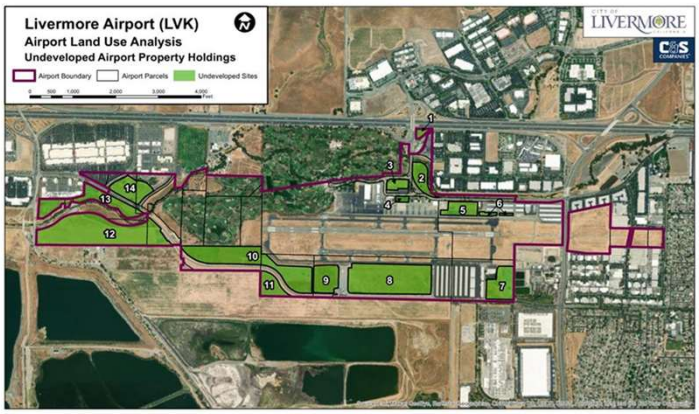
1

Agenda

1. Background and Context
2. Community and Stakeholder Engagement
3. Site Potential and Opportunities
4. Key Findings and Next Steps

2

Background and Context



- Designated by FAA as a General Aviation Reliever Airport; does not provide passenger service on commercial airlines.
- 14 undeveloped sites occupying a total 165 acres
- Airport is obligated by FAA – Uses limited to airport function unless approved by FAA (requires demand forecast data)

3

Background and Context

FAA categorizes Land Uses into four categories:

- **Aeronautical:** Highest priority for airport land. Directly support the operation of aircraft: runways, taxiways, aprons, hangars, and facilities related to the storage, maintenance, and fueling of aircraft.
- **Airport Purpose (Aeronautical-Related):** Related to, but not directly involved in, the operation of aircraft: terminal buildings, aircraft manufacturing and maintenance facilities, and training facilities.
- **Mixed Use:** Combination of aeronautical and non-aeronautical activities: air cargo, research & development facilities, warehouse, office, or other space used for non-aeronautical purposes.
- **Non-Aeronautical:** Unrelated to aviation that do not support aircraft operations; commercial development: shopping centers, hotels, and office buildings.

4

Background and Context

- FAA prioritizes Aeronautical /Airport Purpose Uses
- FAA approval required for other uses with justification
- Forecast demonstrating sufficient facilities to meet current and future demand for aeronautical uses (30+ years)
- Failure to operate as an Airport could require City repay $20+M in FAA grants.

Aeronautical

Airport Purpose

Mixed Use

Non-Aeronautical

CITY OF LIVERMORE CALIFORNIA

5

Background and Context

In addition to FAA requirements, there are local airport plans and regulations:

- **Airport Land Use Compatibility Plan:** Encourages compatibility between airports and the various land uses that surround them.
- **General Plan:** Policy goals to maintain safety, minimize noise impacts, and ensure safe airspace through compatible development.
- **Livermore Development Code:** Identifies permitted aviation-oriented uses and appropriate development standards.
- **Livermore Resolution 2010-058**: Policy authorizing Airport development in response to demand for aviation services and hangars or in support of the local community subject to the recommendation of the Livermore Airport Commission.
- **Airport Layout Plan:** Detailed graphical and written plan providing a "blueprint" for the development of an airport.
- **Airport Development Policy:** Processes/procedures to evaluate and approve or reject proposals related to the leasing and/or development of aeronautical and non- aeronautical land at the Airport.

CITY OF LIVERMORE CALIFORNIA

6

Community & Stakeholder Engagement

Engagement was conducted in a variety of formats:

- Focus Groups – 18 participants
- Open Houses – 91 attendees
- Online Survey – 850 responses

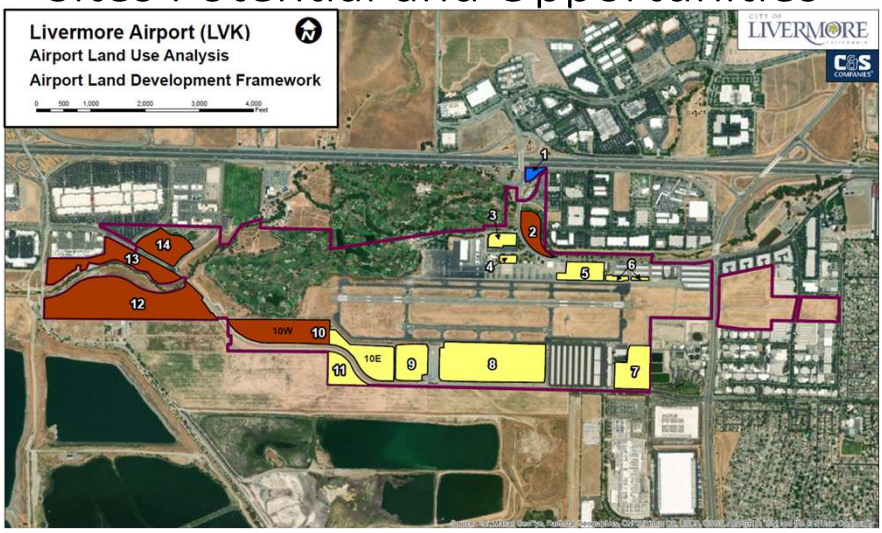
Feedback themes included:

- Growth & Development – mix of uses/additional aviation facilities
- Sustainability & Innovation
- Community & Engagement
- Noise & Safety

CITY OF LIVERMORE

7

Sites Potential and Opportunities



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8

Key Findings

Staff conducted a study to identify potential development approaches and be responsive to the needs of the City, Airport, and the surrounding community, and implement the Airport Development Policy.

Key Findings:

- Mix of uses – There is a desire for a range of aviation, innovation, and industrial uses at the Airport.
- Hangars and Supporting Infrastructure – There is a demand for airplane storage to support operations and reduce potential impacts to community.
- Forecast and Comprehensive Planning - There is a need to identify current and long-term airport demands and facilitate other uses in compliance with FAA requirements.

CITY OF LIVERMORE CALIFORNIA

9

Next Steps

Pursue projects that improve operational efficiency, leverage the airport as a community asset, and generate economic vitality:

- Develop an approach and move forward with hangar development
- Explore the potential of a public safety complex to improve local and regional emergency response
- Pursue an Aviation Innovation Center to foster new technologies in aviation and related sectors
- Explore electric aircraft (EVTOL) technologies and other advanced aviation technologies to help facilitate advancement in sustainable transportation and improve mobility

CITY OF LIVERMORE CALIFORNIA

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Airport Commission

- On March 19, 2025, Commission accepted the report, agreed with the conclusions drawn, and supported staff's next steps to pursue a four-part development strategy.
- Commission recommended broader language than "eVTOL," as well as preparation of an FAQ.
- Commission's future role is advisory to Council on review of specific development proposals in accordance with Airport Development Policy.

CITY OF LIVERMORE CALIFORNIA

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Airport Commission

- Approximately 15 members of the public provided comments and asked questions.

<u>What we heard</u>:

- Support for the Study and the four-part development strategy.
- Interest in new aviation technologies, training programs, and increase public safety.
- Concerns about noise, safety, air quality, and eVTOL technology.
- Desire for a master plan to determine feasibility of non-aeronautical uses at the Airport.
- Request for specific details regarding hangar development, sizes, and locations as well as details regarding the Innovation Center.

CITY OF LIVERMORE CALIFORNIA

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Next Steps & Timeline

Pursuant to prior City Council direction and Airport Development Policy, staff will pursue the following four tasks in 2025/2026:

- Identify best approach for hangar development (2025)
- Continue Public Safety Complex Feasibility Assessment (2025)
- Open Aviation Innovation Center (2025/2026)
- Explore Advance Aviation Mobility (AAM) technologies (ongoing)

Staff will provide quarterly updates to the Airport Commission on the above tasks.

CITY OF LIVERMORE CALIFORNIA

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LIVERMORE CALIFORNIA

Questions and Comments

City Council

April 14, 2025

CITY OF LIVERMORE CALIFORNIA

14

Helena Graves

From: Brian Swanson [redacted]
Sent: Friday, April 11, 2025 3:16 PM
To: City Clerk
Cc: Brandon Cardwell; Andy Ross; Benedict (Benny) Stuth; Angela Hescher; AirportDevelopment
Subject: Public Comment: Item #7.1 - Update on the Airport Land Use and Development Study Including Next Steps - City Council Regular Meeting - Monday, April 14, 2025, at 7:00 PM PDT

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

City Council Members:

These comments are related to Item #7.1 - Update on the Airport Land Use and Development Study Including Next Steps of the City Council Meeting agenda for Monday, April 14, 2025, at 7:00 PM. These comments must be visible, easily found, and accessible (limiting the number of "clicks" to access) to all interested parties and the public in perpetuity in HTML (link integrity and functionality must be judiciously maintained, kept current, and/or updated, as needed) and PDF format.

I appreciate the City's efforts to document and share information. However, the City must address serious concerns in the interest of true open government and effective public input.

1. Transparency and Accountability of Public Engagement

- **Detailed Meeting Documentation:** While I recognize that "action" minutes, audio recordings, and soon, video recordings satisfy the minimum compliance requirements, they do not capture the full breadth of discussion between staff, the Airport Commission, and the City Council, or the substantive public input offered during meetings. Detailed, searchable meeting minutes are essential for tracking how public dialogue influences decisions. Such comprehensive records also play a critical role in complying with Americans with Disabilities Act requirements by ensuring all interested parties can access a complete record of the proceedings.

- **Unanswered Public Inquiries:** At the March 19, 2025, 6:30 PM Airport Commission meeting, approximately nine meeting participants raised important questions regarding the airport's future during the public comment period. The Airport Commission seemed unsure of its role in providing policy oversight and guiding the Airport Land Use and Development Study and Next Steps. The Airport Commission seemed late to the effort and was left playing catch-up. Based on my observations during the meeting, the Airport Commission was overly passive and frequently left searching for more detailed information, therefore lacking confidence and more than willing to defer back to the City Council. The follow-up process for public comments was left ambiguous. To date, many of the questions raised by commenters remain unanswered. It may be too early to provide an adequately detailed response to many of the specific questions related to topics such as forecasted aviation activity levels, specific land parcels or airport facilities, or existing environmental conditions or reports. However, this lack of clarity undermines the

public's trust. It suggests that the staff, the Airport Commission, and the City Council should not mistake compliance with the bare minimums for bona fide transparency.

2. Concerns with the Proposed Projects

The staff report outlines several initiatives that require further clarification:

- **Multi-Agency Public Safety Complex:** This project ostensibly aims to enhance emergency preparedness. However, questions remain regarding its realistic potential and the underlying funding. In light of the recent Los Angeles fires and the assumption that CalFire will need to reinvest in its emergency planning and operational preparedness substantially in Southern California, is it a realistic development lead, or is it a strategic move used as an in-road to expeditiously secure Federal Aviation Administration (FAA) funding or as a bridge that may lead to a more constant FAA funding stream (Airport Improvement Program), that would also facilitate the City's efforts to gain more control over the future development of the airport? Additionally, the strained relationship between Livermore Parks and East Bay Regional Parks raises concerns about the realistic interagency investment, coordination, and shared or joint operations that I assume are envisaged under this proposal.

- **Aviation Innovation Center:** The "Aviation Innovation Center" concept is aspirational, yet its concrete purpose remains ambiguous. What are the intended specific functions, programs, or outcomes? Clarity on these points is necessary to ensure that this initiative is not merely a branding exercise but a targeted effort to drive meaningful improvements or technological advancements in aviation.

- **Advanced Air Mobility and eVTOL Technologies:** The staff report references advanced air mobility and eVTOL projects. It is unclear whether the inclusion of this project is motivated by actual readiness and interest from eVTOL developers and operators or is intended primarily to make the airport more attractive for future proposals. A clear delineation of current commitments versus aspirational development goals will help the community understand the true intention behind these initiatives, especially given that no eVTOL has been certified by the FAA to date.

3. Funding and Strategic Direction

I also urge the Council to clarify the funding structure underlying these proposals. Specifically:

- The economy is currently even more unclear than in recent times, mainly due to external influences. While I understand arguments can be made that planning and preparedness efforts should occur both in counter-cyclical and cyclical economic conditions, I would urge the City Council, Airport Commission, and staff to take an honest view of realistic economic conditions that underly each of these generalized projects to ensure public funds are spent responsibly, not on wasteful projects.

- Is there secured outside funding already in place for any of these projects?

- Or is this study being used as an initial step to position the airport for future FAA Airport Improvement Program funding, thereby allowing the City Council and Airport Commission to shape future development according to its priorities?

Identifying the source of funds is critical—not only for assessing the feasibility of these projects but also for ensuring that public resources and future commitments are planned and managed with transparency and accountability. Identifying the underlying funding source will help shape and inform stakeholders' expectations as to what may be public information and what may not be accessible and help provide a clear understanding of who is in the driver's seat in terms of potential outcomes, the City or potential outside parties, and the public's ability to influence those possible outcomes.

Conclusion

Compliance with statutory requirements is only the starting point. True transparency and robust public engagement demand that:

- Detailed, accessible records are maintained that fully capture the discussion between staff, the Airport Commission, and the City Council, public questions and comments, and any resulting discussion.

- All public inquiries—and the clarity of the role bodies such as the Airport Commission are responsible for—should be addressed promptly and comprehensively.

- Project justifications, funding pathways, and strategic goals are clear and for the benefit of our community.

I respectfully urge the City Council, Airport Commission, and staff to consider these points and work toward a genuinely inclusive and accountable process that informs, respects, and empowers the community.

Thank you for your attention.

Sincerely,

Brian Swanson, AICP

On Tue, Apr 8, 2025 at 4:47 PM City of Livermore <cityoflivermore@public.govdelivery.com> wrote:

LATEST MEETING AGENDA AVAILABLE

City Council - Regular Meeting

Monday, April 14, 2025 at 7:00 PM PDT

VIEW AGENDA

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[redacted]

Helena Graves

From: Srinath Nandakumar <sri@flyklvk.aero>
Sent: Saturday, April 12, 2025 2:52 PM
To: City Clerk
Subject: Airport Land Use Recommendations Comment

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear City Council: I am writing today to strongly urge you to adopt the recommendations made by the airport land use study. Namely, the recommendation to build more hangars to meet unmet demand, build facilities for public safety aircraft, and build an Aviation Innovation Center. As a 14-year old high school student in San Ramon, I had the opportunity to learn to fly in a small plane out of my local airport: Livermore. That opportunity led me to a blossoming career as a flight instructor. For many people like me, the Livermore airport has served as a window into the world of aviation, a world that can transform your life for the better. Significant investment into this local resource will undoubtedly transform the lives of our community for the better - just as it has done for me. Thank you, and I look forward to your continued commitment and investment into our local Livermore Municipal Airport.

Srinath Nandakumar
Certified Flight Instructor - Airplane, Instrument
[redacted]
sri@flyklvk.aero

Helena Graves

From: David Osborn [redacted]
Sent: Saturday, April 12, 2025 8:25 PM
To: City Clerk
Subject: Comments for Livermore City Council, Agenda Item 7.1, LVK Airport Land Use STudy

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Livermore City Council,

Since 2003 I have been a member of Flying Particles Incorporated, a not-for-profit flying club founded in 1957, before the Livermore Airport was at its present site.

The Livermore Airport and the community of pilots, instructors, maintenance specialists, builders, and air traffic controllers within the confines of the airport have had a profound impact on my life. I learned to fly at LVK, which is still one of my most satisfying accomplishments. The community of people at LVK from whom I've learned, and who I have helped, makes this place special.

Aviation provides jobs and economic benefits to the city of Livermore. I urge you to take the steps outlined in the Airport Land Use Study that will strengthen and expand the airport. There are more citizens out there who dream of flying and who will find a home and community at LVK--please help support them.

Sincerely,

David Osborn
Past-President, Flying Particles Incorporated

Helena Graves

From: Todd Schwegel [redacted]
Sent: Sunday, April 13, 2025 8:54 PM
To: City Clerk
Subject: Comments for Livermore City Council, Agenda Item 7.1, LVK Airport Land Use Study

Categories: Public Comment

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Livermore Council Members,

I am a member of the Flying Particles Inc and Livermore EAA 663. I started flying out of Livermore in 2016. I have found the Livermore Airport to be a friendly community that encourages learning. I have met an amazing and helpful community of friends. These friends have many occupations, but share a common passion for many aspects of aviation.

My daughter's activities at the Livermore Airport in high school encouraged her to pursue engineering in college. She graduates next month and starts a job with GE Aerospace as an engineer. I know many other young people who have started their career paths with activities at Livermore Airport to go onto to become mechanics, engineers, military and commercial pilots.

I ask you to adopt the studies recommendations of:

1. Build more hangars to meet unmet demand
2. Build facilities for public safety aircraft
3. Build an Aviation Innovation Center at the airport
4. Facilitate EVTOL Air Taxis at the airport

I am flying out of state for a family medical emergency tonight. I was planing on attending and speaking at tomorrow's meeting before the emergency happened.

Thank you for hearing my voice,

Todd Schwegel
Past Secretary, Flying Particles Inc.

Helena Graves

From: SCOTT MINER [redacted]
Sent: Monday, April 14, 2025 11:20 AM
To: City Clerk
Subject: City Council Agenda Item 7.1

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello Livermore Mayor and Council Members,

I am writing to put my support behind the agenda item 7.1 the airport land use study.
I am a 47 year resident of Pleasanton that works as a welding and manufacturing instructor at the local community college. I have been in and around the airport for over 40 years.
When I first went to LVK 40 years ago, LLNL had a D-C3 parked at the terminal for daily trips to Mercury, NV in support of national defense. The Livermore airport is still an important part of our community infrastructure.
I believe the Livermore Airport is an untapped resource that is not available in any of our other tri valley cities. I believe the land-use study shows that a carefully crafted plan for the future of the area is valuable and important.

Of specific importance is the need to provide a homebase for local first responders and emergency personnel that can be rapidly deployed in our area as needed to support public safety and fire prevention.

Also, I believe an innovation center that incorporates some type of educational opportunity for students in the tri valley, focused on aviation careers is needed in an area where the skill and knowledge base is aging and the technology is increasing. I believe many young people in our tri valley area over look valuable, and well-paying career opportunities in the field of aviation. Just like there is a Quest center in town to promote science, it would be great to have a center for aviation science and education.

I know there are people that have voiced concerns about increased noise at the airport associated with additional hangers and air traffic. The airport is already located in a noisy corridor adjacent to the 580 freeway. Our tri valley area also has passenger and cargo trains that travel back-and-forth 24 hours a day sounding their horns right through the center of town. I believe the airport is uniquely placed to minimize the noise in all areas. Smart flying practices by pilots can further reduce the sounds.

In conclusion, Livermore has a unique asset that is not available else where in the tri valley and it should try to develop the areas surrounding the airport to its greatest potential and provided the greatest positive impact on all residents of our tri valley community. This is a regional asset that luckily happens to be located in Livermore.

I support all points listed in the 2024/2025 Airport Land Use Plan.
Agenda item 7.1 on 4/14/2025.

Respectfully yours,
Scott Miner
Pleasanton resident
Community College educator

Sent from someplace on Earth

Helena Graves

From:	Lisa Tarnow <LTarnow@cityofpleasantonca.gov>
Sent:	Monday, April 14, 2025 11:52 AM
To:	City Clerk
Cc:	Gerry Beaudin; Pamela Ott; eclark@cityofpleasantonca.gov; Aarón Zavala
Subject:	Letter from the City of Pleasanton regarding the Livermore City Council Meeting, Agenda Item 7.1, for public comment.
Attachments:	04.14.25 Letter from City of Pleasanton to Livermore City Council re Item 7.1.pdf

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good morning City Clerk's Office,

Please find attached a letter from the City of Pleasanton regarding Item 7.1 for tonight's Livermore City Council meeting.

Thank you,
Lisa Tarnow
Executive Assistant, City Manager's Office
Direct: 925-931-5003 Office: 925-931-5002
ltarnow@cityofpleasantonca.gov

City of Pleasanton | P.O. Box 520 | 123 Main St., Pleasanton, CA 94566

THE CITY OF
PLEASANTON©

April 14, 2025

City of Livermore
Mayor Marchand and Members of the City Council
1052 S. Livermore Ave.
Livermore, CA 94550-1052

Subject: Livermore City Council Meeting April 14, 2025, Item 7.1

Dear Mayor Marchand and Members of the Livermore City Council,

This letter provides comments on Item 7.1 on the April 14, 2025, City Council Agenda, regarding the Livermore Airport Land Use and Development Study.

We understand the purpose of this item is to provide direction to City staff to further explore or pursue strategies in four specific focus areas around operations and land use at the airport:

1. Develop an approach and move forward with hangar development to address longstanding demand.
2. Explore the potential of a multi-agency public safety complex to improve local and regional emergency response.
3. Pursue an Aviation Innovation Center to foster new technologies in aviation and related sectors.
4. Explore electric aircraft technologies (including EVTOLS) and other advance aviation mobility

As you are aware, the City of Pleasanton and its residents have expressed concerns about existing noise and pollution associated with airport operations, and the potential for new, modified or expanded land uses to exacerbate these impacts.

We understand Livermore's City Council will not approve or take action on any specific plan or proposal at the April 14 meeting, and that additional study will be necessary to determine the viability of the various strategies; however, each has the potential to change the nature of activities at the airport. Given our residents' concerns, we would urge ongoing consultation and information-sharing with Pleasanton during any next steps to explore or pursue these strategies. We would further request that all proposals should be subject to comprehensive analysis of any off-site impacts as the result of modified or increased airport operations, and such information be made available publicly.

P.O. Box 520, Pleasanton, CA 94566-0802 **123 Main Street**

City Manager
(925) 931-5002
Fax: 931-5482

City Attorney
(925) 931-5015
Fax: 931-5482

Economic Development
(925) 931-5038
Fax: 931-5485

City Clerk
(925) 931-5027
Fax: 931-5492

Finally, as you know, we were extremely disappointed by the Livermore City Council's decision last year to abandon its participation in the Pleasanton-Livermore Liaison Committee. Despite this, and in recognition of our ongoing interest to maintaining this forum for discussion or issues of mutual concern to the two cities, Mayor Balch included appointments to the Liaison Committee among this year's regional appointments, signaling Pleasanton's willingness to engage in these important conversations.

We look forward to engaging with your staff, and the City Council, as your studies proceed.

Sincerely,

Gerry Beaudin
City Manager

c. Pamela Ott, Assistant City Manager
Ellen Clark, Director of Community Development
Aarón Zavala, Assistant to the City Manager

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	3/25/2025	City of Pleasanton	State of the City	Update on City activities
Mayor Marchand	3/26/2025	Livermore Valley Chamber of Commerce	Board meeting	Provided update on City activities
Mayor Marchand	3/26/2025	Zone 7 Water Agency	Ribbon cutting	New PFAS ion exchange plant
Mayor Marchand	2/26/2025	City of Danville	State of the City	Heard an update on the State of Danville
Mayor Marchand	3/27/2025	Livermore Valley Chamber of Commerce	Ribbon cutting	New business owner - Carpet One
Mayor Marchand	3/27/2025	Alameda County Transportation Commission (ACTC)	Commission Meeting	Approved committee appointments, heard committee reports, and budget update.
Mayor Marchand	3/27/2025	City of Livermore	Retirement celebration	Recognized Maryann Lobo's 25 years of service to the City.
Mayor Marchand	3/27/2025	Las Positas College Veterans First	Quilts of Valor Recognition	Spoke and Presented Certificates of Appreciation
Mayor Marchand	3/29/2025	Internation Rotary Students	Presentation on Local Government and history	Provided a talk to the students.
Mayor Marchand	4/2/2025	Tri-Valley City Council	Local Government Advocacy Day in Sacramento	Along with other Tri-Valley Mayors, met with staff and elected representatives in Sacramento to talk about the Tri-Valley's legislative agenda.
Mayor Marchand	4/9/2025	Livermore Valley Chamber of Commerce	Ribbon cutting	Welcomed a new business, Glasshouzz, to Livermore
Mayor Marchand	4/9/2025	Alameda County Mayors Conference	Hosted the Conference in Livermore	Talked about the great things happening in Livermore and heard a presentation from EBMUD on asset management.
Mayor Marchand	4/10/2025	City of Livermore	Mayor's Report on TV30	Provided an update on City activities.
Mayor Marchand	4/10/2025	Livermore Valley Chamber of Commerce	Ribbon cutting	Welcomed a new business, Mind Body Flow, to Livermore
Mayor Marchand	4/10/2025	Livermore Valley Joint Unified School District, Zone 7 Water Agency, City of Livermore	Science Fair Odyssey	Presented the Water Awards
Mayor Marchand	4/11/2025	Innovation Tri-Valley	Meeting	Heard a presentation from Pacific Fusion.
Mayor Marchand	4/11/2025	Spectrum Community Services - Meals on Wheels	Service recognition	Presented certificates and recognized the service of the volunteers.
Mayor Marchand	4/12/2025	QUEST Science Center	Science and Innovation Fair	Spoke and attended the event.
Mayor Marchand	4/13/2025	City of Livermore	Ribbon cutting	Welcomed a new bakery, El Polvoron, to Livermore
Mayor Marchand	4/13/2025	Livermore Art Association	Spring Show	Toured show, spoke and presented the awards from the Commission for the Arts

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	4/14/2025	Alameda County Transportation Commission (ACTC)	Planning, Policy and Legislation Committee	Heard presentation from East Bay Economic Development Alliance, an update on the 2024 Performance and Monitoring, legislative update and approved County Connection Contract award.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Vice Mayor Branning	3/25/2025	San Francisco Press Club	Press Club mixer
Vice Mayor Branning	3/26/2025	Livermore Amador Valley Transit Authority (LAVTA)	Strategic Plan interview
Vice Mayor Branning	3/26/2025	Zone 7 Water Agency	PFAS water treatment ribbon cutting
Vice Mayor Branning	3/27/2025	League of California Cities (CalCities)	Housing, Community,and Economic Development policy committee
Vice Mayor Branning	4/1/2025	League of California Cities (CalCities)	East Bay Division updates from legislative policy meetings
Vice Mayor Branning	4/1/2025	Pleasanton Unified School District	Meeting to discuss ridership proposal with LAVTA
Vice Mayor Branning	4/7/2025	Livermore Amador Valley Transit Authority (LAVTA)	Board of Directors meeting
Vice Mayor Branning	4/7/2025	Granada High School	Student presentations on potential teen non-profits
Vice Mayor Branning	4/9/2025	Alameda County Mayors Conference	Board meeting and regional updates

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	3/26/2025	Stop Waste Board	Board Meeting	Reviewed positions on pending state legislation
Council Member Barrientos	4/6/2025	City of Livermore	Tour of the Shiva Temple on Arrowhead Dr	Met with the Temple Manager and President of the temple over the traffic situation during their mega rally gathering and had a tour of the facility
Council Member Barrientos	4/9/2025	Altamont Community Monitor Committee	Board meeting	Discussion on PFAS and the delay of research due to the Trump Administration. California may take the lead
Council Member Barrientos	4/10/2025	Livermore Art Association	Special event for members	Previews and early sale of next season's shows
Council Member Barrientos	4/12/2025	Valley Humane Society	Tails at Twilight fund raiser	Several hundred people attended this event to raise money for the Valley Humane Society
Council Member Barrientos	4/13/2025	Don Polvaron Bakery	Grand Opening	Grand opening of Don Polvaron Latin bakery in the Target shopping center
Council Member Barrientos	4/13/2025	Livermore Art Association	Spring Art Show	Several local artists displayed and sold their creative work

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Dunbar	4/12/2025	QUEST Science Center	Tri Valley Innovation Fair

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Wang	3/25/2025	Granada High School Women Empowerment Club	Club meeting	Spoke about serving as a woman in elected office
Council Member Wang	3/25/2025	Livermore Amador Valley Transit Authority (LAVTA)	Finance & Administration Committee meeting	We received a legislative update (continues to be a lot of activity), approved a request to CalTrans to support future expansion of a 100% fuel cell electric bus fleet, and discussed the FY26 budget outlook.
Council Member Wang	3/26/2025	Zone 7 Water Agency	PFAS Treatment Facility ribbon cutting	
Council Member Wang	3/26/2025	Livermore Amador Valley Transit Authority (LAVTA)	Interview for strategic planning	
Council Member Wang	3/26/2025	Pleasanton Student Inter-Schools Action Council (SIAC)	Open house	Student presentations of community service projects
Council Member Wang	3/27/2025	City of Livermore	Retirement party for Maryann Lobo	
Council Member Wang	3/29/2025	Embarcadero Media	Screening of "Stripped for Parts: American Journalism on the Brink"	
Council Member Wang	4/3/2025	Tri-Valley Nonprofit Alliance (TVNPA)	Panel on serving our immigrant	
Council Member Wang	4/3/2025	Jewish Community Relations Council (JCRC)	Freedom Seder	Annual Community Seder in SF
Council Member Wang	4/7/2025	Granada High School	DECA Class	Student presentations of youth programs
Council Member Wang	4/7/2025	Livermore Amador Valley Transit Authority (LAVTA)	Monthly Board meeting	We recognized driver Hector Garcia for 33 years of perfect attendance and a perfect driving record. We spent a good part of the meeting discussing our position on the Wiener-Arreguin bill (SB 1031) to authorize a multi-county transportation funding -- to provide emergency operating funding for regional transit operators currently facing a “fiscal cliff” of operating revenue shortfalls, in order to avoid deep service cuts. Our position is "support if amended."
Council Member Wang	4/9/2025	Granada High School	DECA Class	Second day of student presentations of youth programs
Council Member Wang	4/9/2025	Livermore High School	Opening of the Family Resource	
Council Member Wang	4/9/2025	Alameda County Mayors Conference	Monthly meeting	We received a legislative update and a presentation by East Bay Municipal Utility District (EBMUD).

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: April 14, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items Received at the Meeting

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

April 14, 2025
Re: Item 7.1 Matters for Consideration---C&S Airport Development and Land Use Study

To City Council Members:

Thank you for hiring C&S. I hope the City Council will follow C&S most important findings and recommendations:
1. **Revise the outdated Airport Master Plan which is over 40 years old.**
2. V**erify IF the outdated Airport Layout Plan has been approved by the FAA**. (FAA requirement)
3. Out of the 14 undeveloped parcels at LVK, **development should only occur on 10 parcels**:1, 3-9, 10E and 11 (total acreage 95 acres)
4. Parcels # 2,12,13 and 14 should NOT be considered because of 100 yr, flood plain concerns and open space restrictions.

Other concerns
5. **PFAS testing at LVK**
a. The Water Board is requiring additional PFAS testing at LVK. The latest amendment to the work plan will be submitted by Geosyntec April 28th, 2025. (see attachment)
b. If any of the 10 parcels recommended for development need expensive PFAS remediation, the number of **developable acres could be further reduced.** (LPRD station # 10 does not show significant PFAS, but the rest of the LVK is still being evaluated)
c. Would it be prudent to pause planning until the Water Board issues final clearance in the fall?

Questions about the proposed first phase of development:
6. **Hangars-. More hangars will increase airport traffic and congestion in a non-attainment air basin. LVK currently has at least a 180,000 takeoff/landings annually. This is substantial.**
a. How much additional infrastructure would be needed to increase the numbers of hangars?
b. How much money does the city generate from leasing the hangars ?
c What is the current balance of the Airport Enterprise Fund?
d. How much money does the city generate from taxes on fuel sales?
e. Can money from the TAXES on fuel sales go into the general fund?

Concerns about the Proposed Projects
7. Multi-Agency Public Safety Complex:
a. This project aims to enhance emergency preparedness.
b. However, questions remain regarding **its realistic potential and the underlying funding**.
c. Because of the recent Los Angeles fires, CalFire will need to reinvest substantially in its emergency planning and operational preparedness in Southern California. Will CalFire be able to further invest in this safety complex?
d . Additionally, Livermore Area Recreation and Parks Department (LARPD) has filed a claim against East Bay Regional Parks District (EBRPD) for 8 million dollars for deferred maintenance costs Given these financial constraints, **is it realistic that EBRPD will be able to invest**, coordinate, or participate in joint operations at LVK ?
e. Do additional County of Alameda Sheriff's Department helicopters need to based at LVK?
f. **Does it make sense to base** more County of Alameda Sheriff's department helicopters in Oakland where most of the county crimes and street racing side shows occur?
g. Will other helicopter companies beyond the safety complex be allowed? (Wine Touring helicopter rides)

8. Aviation Innovation Center: The "Aviation Innovation Center" concept is inspiring, yet its definite purpose remains ambiguous.

a. What are the intended specific **functions, programs, or outcomes**? Clarity on these points is necessary to ensure that this component is not merely a marketing exercise.
b. On which parcel would the innovation center be located?
c. Would the innovation center include manufacturing?
d. Would the center need FAA approval documenting this area cannot be used for future aeronautical uses?

9. Advanced Air Mobility and eVTOL Technologies: Inspiring but is it realistic?
a. Are there any current eVTOLS proposals or commitments?
b. If yes, **do these projects conform** with Airport Resolution 2010-58 updated July 2023 that requires documented demand before generalized planning and development ?
c Where is the documentation?
d. Please keep in mind that **no eVTOLs have been certified by the FAA.**
e. Is this project intended primarily to make LVK more attractive for future proposals or to fast track FAA funding?
e. Does the community support air taxis for wealthy clients outside of Livermore seeking to avoid traffic on I- 580?

10. Funding and Strategic Direction
The staff and City Council need to **clarify the funding structure underlying these proposals.**
a **Is there secured outside funding already in place for any of these projects ?** Or is this study being used as an initial step to position the airport for future FAA Airport Improvement Program funding?
b. Identifying the source of funds is critical because we face uncertain economic times. Identifying funding sources will ensure that city resources are managed prudently with transparency and accountability.

11. Unanswered Public Inquiries:
a. At the March 19, 2025, Airport Commission meeting, approximately nine meeting participants raised important questions regarding the airport's future during the public comment period. The follow-up process for public comments was unsatisfactory. To date, most of the questions raised by commenters remain unanswered.
b. The public was told to check a Frequently Asked Questions (FAQ) fact sheet on the city website supposedly published April 10th---but the questions and answers do not relate to questions asked March 19th.
c. This lack of clarity undermines the public's trust ; the City Council should not confuse bare minimum compliance with bona fide transparency.

12. NEED More Detailed Meeting Documentation: "Action" minutes do not capture the full breadth of discussion between staff, the Airport Commission, and the City Council, or the **substantive public input offered during meetings**.
a. Do the " Action" minutes from the Airport Commission meeting comply **with the Americans with Disabilities Act requirements?**
b. Can all interested parties access the complete record of the proceedings March 19th? How?
g. As previously requested March 19th, the environmental analysis provided by stakeholders after a two hour zoom meeting with C&S should be included in the study.

Best regards,
Donna Cabanne Donna Cabanne
40 year Livermore resident, member of Center for Biological Diversity, member of Sierra Club, member of Unlead LVK.

In reviewing the November 2024 Technical Memorandum *Airport Land Use Analysis & Development Study*, it is stated that "action to prevent PFAS or other contamination into the water system should be undertaken, such as monitoring the use of fire foam or other chemicals containing PFAS and report such usage to the Airport Advisory Commission." While this is important, the possibility of existing PFAS contamination in the soil and water on the LVK site must also be considered before expansion plans are finalized.

According to the Regional Water Board, the City of Livermore is required to submit an additional Addendum to the PFAS Workplan by 4/28/2025. Geosyntec, the city's consultant, has 120 days from the date of the Regional Water Board's approval letter to submit a final report. The Regional Water Board has not issued an approval letter yet, so no due date for a final report has been set. It's quite possible that the PFAS final report will not be available until sometime in fall 2025. It would be prudent for the City Council to pause LVK expansion plans until the Geosyntec final report is released

7.1

April 14, 2025

Hello my name is David Fiala and I am a 32-year Pleasanton resident.

Tonight, you are reviewing the Airport Land Use Analysis and Development Study by C&S Companies.

I am here specifically to talk about the public's comments for improved communications and follow-up regarding airport concerns and safety. As the consultant's report stated, there needs to be stronger community outreach by the airport on an ongoing basis. Events need to be included which foster public interaction and inter-agency coordination with the Tri-Valley region. The airport staff's actions affect all the Tri-Valley.

The City of Livermore disbanded the local leadership advisory committee which was an outlet for residents to voice questions and concerns about the airport and other local issues.

There needs to be an established communication and follow-through process for Tri-Valley residents to voice concerns, ask questions, and receive follow-up about the airport. This currently does not occur. Many times, concerns are voiced with no staff feedback and action. The consultant noted that Noise Management is a key concern. In the consultant's pie chart of what is important for the Livermore Community over the next 20 years, they noted that noise (with 52 respondents) was the biggest slice of the pie when addressing this question.

I recently went to an Airport Commission Meeting to talk about this issue and the challenge it is to report noise concerns with the current system. On the Livermore Airport website, you must *hunt* for the information to report noise concerns and then trying to use the software provided is very difficult. When I asked the Livermore Airport Commissioners who had used the software, several said they had not used it and could not accurately report on the ease of the reporting system. No action/follow-up was taken regarding my concerns/ideas such as putting the Noise Link on the front page of the website. This unfortunately is the typical response by the City of Livermore in regards to community airport concerns.

There is no transparency and accountability of public engagement which has led to distrust. The consultants noted the division within the community because of poor communication **still influences current dynamics.**

My recommendation is for improved communications through detailed, searchable meeting minutes between staff, the Airport Commission, and the City Council. The minutes should also include substantive public input offered at the meetings. These minutes will comply with the Americans with Disabilities Act requirements ensuring all interested parties can access the complete record of the proceedings. If there is no improved communication and efforts to be transparent and accountable then the division will worsen and the future plans for the airport will be stymied by community action.

Item	Name	Comment
7.1) Update on the Airport Land Use and Development Study Including Next Steps	Erik Sommargren	The Technical Memorandum states that "action to prevent PFAS or other contamination into the water system should be undertaken, such as monitoring the use of fire foam or other chemicals containing PFAS and report such usage to the Airport Advisory Commission." While this is important, the possibility of existing PFAS contamination in the soil and water at the LVK site must also be considered before planned expansion. According to the Regional Water Board, the City of Livermore is required to submit an additional Addendum to the PFAS Workplan by 4/28/2025. Geosyntec, the city's consultant, has 120 days from the date of the Regional Water Board's approval letter to submit a final report. The Regional Water Board has not issued an approval letter yet, so it's quite possible that the PFAS final report will not be available until sometime in fall 2025. It would be prudent for the City Council to pause LVK expansion plans until the Geosyntec final report is released.