CITY COUNCIL

AGENDA
MONDAY, APRIL 28, 2025

REGULAR MEETING – 7:00 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 - NONE

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

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring May 4-10, 2025 Professional Municipal Clerks Week presented to Debbie Elam, City of Livermore, City Clerk.

Recommendation:
Staff recommends the City Council proclaim May 4-10, 2025, Professional Municipal Clerks Week.

Staff Report
Attachments:
1. Proclamation

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 - April 14, 2025 Regular Meeting.

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

Staff Report
Attachments:
1. DRAFT 2025-04-14

5.2 Introduce an ordinance designating the fire hazard severity zones within the jurisdiction of the City of Livermore as provided to the Livermore-Pleasanton Fire Department by the State Fire Marshal.

Recommendation:
Staff recommends the City Council **introduce an ordinance** and waive the first reading, designating the fire hazard severity zones established by the California State Fire Marshal within the jurisdiction of the City of Livermore as provided to the Livermore-Pleasanton Fire Department.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Local Area Fire Hazard Severity Zones Map

5.3 Resolution authorizing the execution of a first amendment to the Subdivision Improvement Agreement with Civic North Canyons Parkway LLC, for the Cava project at the northwest corner of North Canyons Parkway and Triad Place, Final Tract Map 8609.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Finding that the requirements of the California Environmental Quality Act have been satisfied;
2. Approving and authorizing execution of a first amendment to the Subdivision Improvement Agreement for Tract 8609 which includes adding a special condition to replace an irrigation controller removed during construction and a reduction to the faithful performance bond; and
3. Directing the City Clerk to record the amendment to the Subdivision Improvement Agreement with the County Recorder.

Staff Report
Attachments:
1. Vicinity Map
2. Resolution
3. Exhibit A - First Amendment to Subdivision Improvement Agreement

5.4 Resolution accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant funding request for the acquisition of the Collier Canyon Road

property (83 +/- acres - APN: 903-10-1).

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Determining that acceptance of the Altamont Landfill Open Space Committee recommendation is not a project under CEQA Guidelines Section 15378; and
2. Accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant funding request for the Collier Canyon Road property in the amount of $1,500,000.

Staff Report
Attachments:
1. Approved Acquisitions
2. Location Map
3. Resolution

5.5 Resolution authorizing the allocation and appropriation of Human Service Facility Fee, Affordable Housing In-Lieu, and Social Opportunity Endowment funds in the total amount of $1,078,500 for Fiscal Years 2025-27 and authorizing the execution of documents required to receive, use, and distribute funds.

Recommendation:
Staff and the Human Services Commission recommend the City Council adopt a resolution authorizing the allocation and appropriation of $1,078,500 in funding as listed below and authorizing the City Manager to negotiate and execute all related documents, grant agreements, and modifications.

1. Human Services Facility Fee Funds in the amount of $182,000
2. Affordable Housing In-Lieu Funds in the amount of $652,000
3. Social Opportunity Endowment Funds in the amount of $244,500

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Human Services Local Funds Grant Recommendations

5.6 Resolution adding Water Reclamation Plant (WRP) Recycled Water Fill Station Project 2025-27 to the 2023-2028 Capital Improvement Plan, and authorizing allocations of $10,000 of Wastewater Replacement Funds and $30,000 of Department of Water Resources (DWR) Drought Relief Grant Funds in Fiscal Year 2024-25.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Adding WRP Recycled Water Fill Station Project 2025-27 to the 2023-28 Capital Improvement Plan;
2. Allocating $10,000 in Wastewater Replacement Fund 622 to the FY 2024-25 budget of the WRP Recycled Water Fill Station Project 2025-27; and
3. Allocating $30,000 in DWR Drought Relief Grant Fund 622 to the FY 2024-25 budget of the WRP Recycled Water Fill Station Project 2025-27.

Staff Report

Attachments:

1. Vicinity Map
2. CIP Book Page
3. Resolution
4. Exhibit A - Urban Community Drought Relief Grant
5. Exhibit B - Grant Program Award Notification
6. Exhibit C - Resolution 2024-036
7. Exhibit D - 2022 Urban Community Drought Relief Local Project Sponsor Agreement

5.7 Resolution approving the Memorandum of Understanding between the City of Livermore and the Livermore Police Officers Association.

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Police Officers Association for the period of May 1, 2025, through April 30, 2029.

Staff Report

Attachments:

1. Memorandum of Understanding - Redlined
2. Resolution
3. Exhibit A - Livermore POA MOU 2025-2029

5.8 Resolution amending the City of Livermore Salary Plan dated May 2025 to incorporate wage related adjustments associated with the approval of the Livermore Police Officers Association Memorandum of Understanding as approved by City Council.

Recommendation:

Staff recommends the City Council adopt a resolution amending the City of Livermore Salary Plan dated May 2025 to incorporate wage related adjustments associated with the approval of the Livermore Police Officers Association Memorandum of Understanding.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Salary Plan effective May 2025

6. PUBLIC HEARINGS - NONE

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. 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 Comprehensive General Plan Update – Discussion on General Plan Policy Topics

Recommendation:
Staff recommends the City Council:

1. Receive an overview of the General Plan Elements;
2. Consider General Plan Advisory Committee (GPAC) and Planning Commission feedback on policy options for the Draft General Plan 2045; and
3. Recommend policy updates to include in the Draft General Plan 2045.

Staff Report
Attachments:
1. Draft GP Annotated Outline
2. GPAC Policy Summary Feedback
3. Planning Commission Recommendations and Feedback
4. Draft Policy Language

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, May 12, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. 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 28, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Proclamation declaring May 4-10, 2025 Professional Municipal Clerks Week presented to Debbie Elam, City of Livermore, City Clerk.

RECOMMENDED ACTION

Staff recommends the City Council proclaim May 4-10, 2025, Professional Municipal Clerks Week.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

PROFESSIONAL MUNICIPAL CLERKS WEEK

May 4 – 10, 2025

***WHEREAS**, the Office of the Professional Municipal Clerk is a time-honored and vital part of local government, existing throughout the world, and serving as the professional link between the public, the local governing bodies, and other levels of government; and*

***WHEREAS**, the Office of the Professional Municipal Clerk is the oldest among public servants, with the election of Town Clerk being the first action taken after the permanent organization of the Town of Livermore on May 15, 1876; and*

***WHEREAS**, Professional Municipal Clerks are committed to neutrality and impartiality, providing equal service to all members of the community; and*

***WHEREAS**, Professional Municipal Clerks are essential in ensuring transparency, efficiency, and the smooth operation of local government; and*

***WHEREAS**, the Municipal Clerk for the City of Livermore serves as the City's Election Official, Records Manager, Political Reform Act Filing Officer, prepares and distributes City Council agendas in accordance with the Brown Act, maintains the legislative record of City Council proceedings, oversees Boards and Commissions, provides support to the City Council and all City departments, and acts as the custodian of the City Seal; and*

***WHEREAS**, it is most appropriate that we recognize the accomplishments and dedication of the City Clerk's Office of the City of Livermore, and the vital services they perform.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims May 4 – 10, 2025 to be Professional Municipal Clerks Week in the City of Livermore and further extends appreciation to the City Clerk's Office and to all Professional Municipal Clerks for their exemplary service, dedication, and commitment to the communities they represent.*

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 28, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - April 14, 2025 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-04-14

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
APRIL 14, 2025

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:30 pm, held in person at 1016 S. Livermore Avenue.

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

Absent: Council Member Steven Dunbar

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

Mayor Marchand opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

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.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue.

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

Absent: Council Member Steven Dunbar

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

Laurence E. Milder, Chair to the Commission for the Arts gave a brief presentation.

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

Mayor Marchand presented a proclamation to Tanya Corona, Housing Coordinator, for ECHO (Eden Council for Hope and Opportunity) Housing declaring April as Fair Housing Month.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Greg Scott provided a comment.

Michael Blau provided a comment.

Trish Munro provided a comment.

Laning Thompson 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 VICE MAYOR BRANNING, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 4-0 VOTE, WITH COUNCIL MEMBER DUNBAR ABSENT, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

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

5.2 Resolution 2025-052 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).

5.3 Resolution 2025-053 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.

5.4 Resolution 2025-054 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.

5.5 Resolution 2025-055 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.

5.6 Resolution 2025-056 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.

5.7 Resolution 2025-057 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).

5.8 Resolution 2025-058 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.

5.9 Resolution 2025-059 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.

5.10 Resolution 2025-060 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.

5.11 Resolution 2025-061 accepting the Single Audit Report related to federal grants for the Fiscal Year Ending June 30, 2024.

6. PUBLIC HEARINGS

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 recommended 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.

Ryan Rucker, Livermore-Pleasanton Fire Department Deputy Chief, presented the staff report.

Mayor Marchand opened the public hearing.

Alan Marling 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 4-0 VOTE, WITH COUNCIL MEMBER DUNBAR ABSENT, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-062 overruling protests, and direct staff to proceed with necessary weed abatement on all parcels requiring abatement.

7. MATTERS FOR CONSIDERATION

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

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

Andy Ross, Principal Planner, presented the staff report.

Mayor Marchand opened the public comment period.

Donna Cabanne provided a comment.

Greg Scott provided a comment.

David Fiala provided a comment.

Shirley Lewandowski provided a comment.

Mark Mullen provided a comment.

Carol Silva provided a comment.

Linda Milanese provided a comment.

Ryan Haggerty provided a comment.

Pete Sandhu provided a comment.

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

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.

Livermore Public Library Council Member Wang announced an upcoming screening of “The M Factor” on April 19, 2025.

Livermore Downtown Inc. Vice Mayor Branning announced the upcoming Street Fest event May 17-18, 2025, urged people to volunteer.

City Council directed staff to provide an update regarding regional fire abatement programs and to publish the information on the City’s website.

City Council directed staff to schedule a workshop to review the City Council’s Norms and Values, and Rules of Procedure to ensure the City Council conducts business effectively at the dais.

9. ADJOURNMENT – at 8:49 pm in memory of Darrel Sweet to a Special Joint City Council and Planning Commission Meeting on Monday, April 21, 2025 at 6:00 pm, Civic Center Meeting Hall, William M. Mendenhall Room, 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 28, 2025

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Introduce an ordinance designating the fire hazard severity zones within the jurisdiction of the City of Livermore as provided to the Livermore-Pleasanton Fire Department by the State Fire Marshal.

RECOMMENDED ACTION

Staff recommends the City Council **introduce an ordinance** and waive the first reading, designating the fire hazard severity zones established by the California State Fire Marshal within the jurisdiction of the City of Livermore as provided to the Livermore-Pleasanton Fire Department.

SUMMARY

The State Fire Marshal has identified areas within the City of Livermore as moderate and high fire hazard severity zones utilizing consistent statewide criteria based on fuel loading, slope, fire weather, and other relevant factors. On February 24, 2025, the Livermore-Pleasanton Fire Department received a map transmittal identifying the City's fire hazard severity zones. Within 30 days of the transmission, the information must be made available for public review and comment. These maps were posted on the Livermore-Pleasanton Fire Department website on March 19, 2025. Within 120 days of the transmission, the City shall adopt by ordinance the moderate, high, and very high fire hazard severity zones within its jurisdiction pursuant to Government Code 51179.

DISCUSSION

Government Code Section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and the severity of fire hazard expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors, including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Government Code Section 51178.5 requires that the City and Livermore-Pleasanton Fire Department shall make available for public review and comment within 30 days after receiving a transmittal from the

State Fire Marshal that identifies fire hazard severity zones.

Government Code Section 51179 requires that the City and Livermore-Pleasanton Fire Department shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in the City within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51179.

The Livermore-Pleasanton Fire Department posted the Fire Hazard Severity Zone Map on their website for public review and feedback on March 19th. The City of Livermore website posted maps with links to the Livermore-Pleasanton Fire Department and the Office of the State Fire. Community members were encouraged to submit their comments using the online comment form at https://forms.gle/VShgP7M1DnrX4TdT6, which was available through Sunday, April 13, 2025. As of the form's closing date, no comments have been received which address the Fire Hazard Severity Zone Map.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal impact associated with this action at this time. Future costs might be incurred related to the enforcement of the state adopted laws, regulations, and standards within the designated fire hazard severity zones which the City and Livermore-Pleasanton Fire Department must enforce.

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. Ordinance
2. Exhibit A - Local Area Fire Hazard Severity Zones Map

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

AN ORDINANCE TO DESIGNATE FIRE HAZARD SEVERITY ZONES

Government Code Section 51178 requires the State Fire Marshal to identify areas in the State as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Government Code Section 51178.5 requires that within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

Government Code Section 51179 requires that the local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Amendment.* Title 16 Environment, Chapter 10 Fire Hazard Severity Zones of the Livermore Municipal Code is hereby added, as set forth below, and as visually represented in Exhibit A, attached hereto.

The City hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178. The Fire Hazard Severity Zones are identified on the City of Livermore – Alameda County – Local Responsibility Area Fire Hazard Severity Zones Map dated February 24, 2025.

The map, approved by the city, is hereby incorporated by reference, and entitled “City of Livermore Fire Hazard Severity Zones.”

If a parcel or parcels currently outside of the City boundary are annexed into the City, and the parcel or parcels were identified as State Responsibility Area with a Fire Hazard Severity Zone, the classification from the State Responsibility Area map effective April 1, 2024 will remain. The City of Livermore Fire Hazard Severity Zones map referenced above will be amended to include the incorporated areas as well as their Fire Hazard Severity Zones.

Section 2. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 3. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 4. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the city of Livermore within fifteen days after its adoption.

Section 5. *Effective date.* This Ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on April 28, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The ordinance was adopted at the regular meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel R. Gonzales
Daniel R. Gonzales
Deputy City Attorney

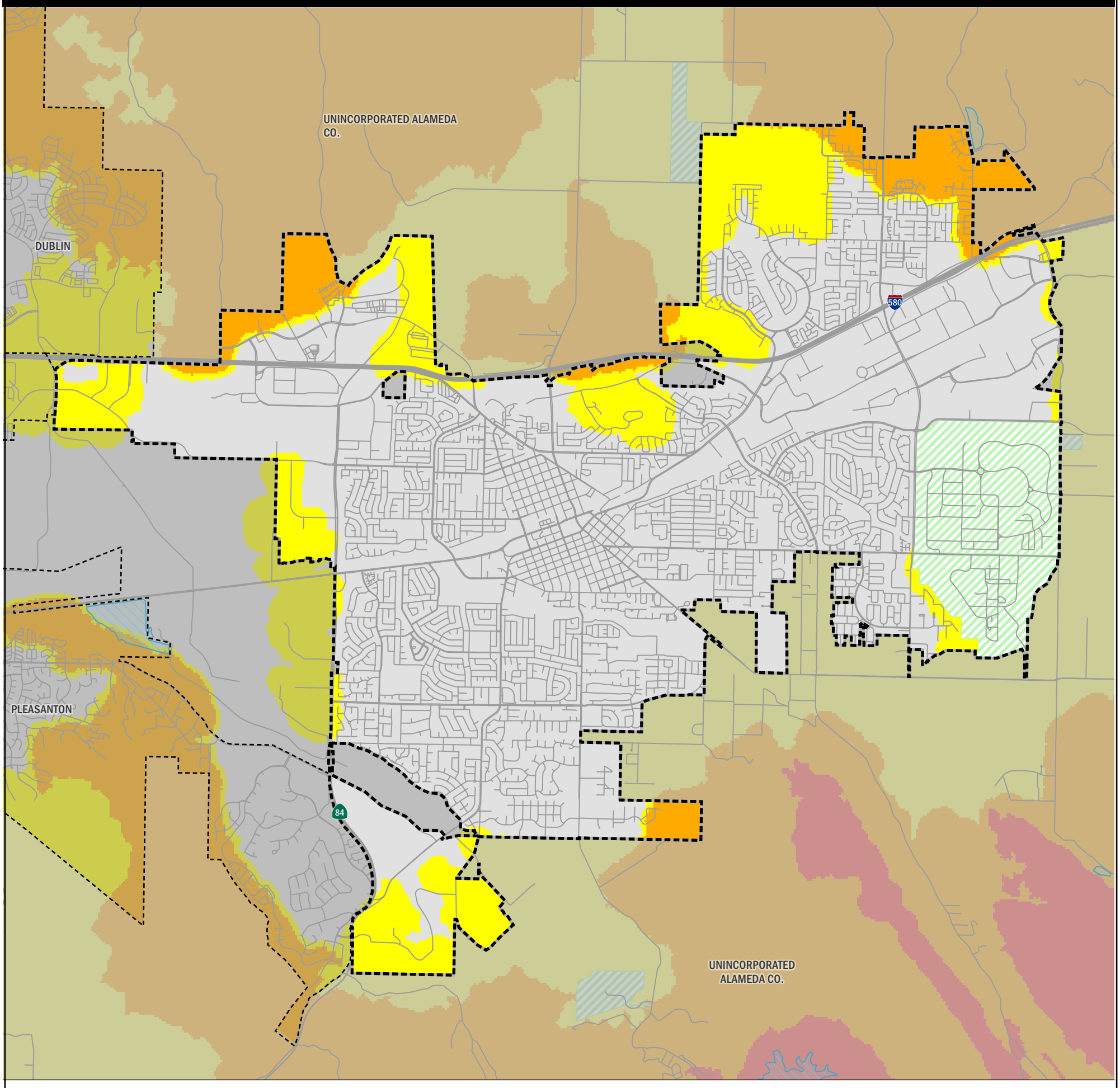
Exhibit A - Local Area Fire Hazard Severity Zones Map

CITY OF LIVERMORE – ALAMEDA COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

February 24, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

High
Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High
High
Moderate

Mi 0 1 2
Km 0 1 2 3 4

Projection: NAD 83 California Teale Albers
Scale: 1:56,000 at 11" x 17"

Incorporated City
Waterbody
Unzoned LRA
Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

LIVERMORE
CALIFORNIA

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

DATE: April 28, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a first amendment to the Subdivision Improvement Agreement with Civic North Canyons Parkway LLC, for the Cava project at the northwest corner of North Canyons Parkway and Triad Place, Final Tract Map 8609.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied;
2. Approving and authorizing execution of a first amendment to the Subdivision Improvement Agreement for Tract 8609 which includes adding a special condition to replace an irrigation controller removed during construction and a reduction to the faithful performance bond; and
3. Directing the City Clerk to record the amendment to the Subdivision Improvement Agreement with the County Recorder.

SUMMARY

On June 12, 2023, the City Council approved Tract Map 8609 and executed a Subdivision Improvement Agreement for Tract Map 8609, recorded under series No. 2023076149, dated July 5, 2023, Official Records of Alameda County, California (Agreement) with Civic North Canyons Parkway, LLC. (Developer). The first amendment adds a special condition requiring the Developer to replace an irrigation controller removed during construction prior to tract acceptance and also partially releases the faithful performance bond.

DISCUSSION

On May 9, 2022, the City Council approved Vesting Tentative Tract Map 8609 (SUB 21-005) and the conditions of approval for the Triad Condominium Project also known as CAVA, consisting of 112 attached condominium units at the northwest corner of North Canyons Parkway and Triad Place as shown in the Vicinity Map (Attachment 1). On June 12, 2023, the City Council approved Tract Map 8609 and executed a Subdivision Improvement Agreement with the Developer.

The Developer is responsible for funding and constructing public and private improvements required for

this development as specified in the conditions of approval. The project includes the following public improvements: sewer, water, Class IV bike lane with landscaped planter islands, and a bus turnout.

This amendment adds an additional special condition for the Developer to replace an irrigation controller located on North Canyons Parkway, that was removed during construction, prior to tract acceptance to the satisfaction of the City.

The Developer has completed construction of approximately 75 percent of the performance bonded improvements for the project and the City Engineer has found that they have satisfied the conditions required to partially reduce the bonds as required in Livermore Development Code section 10.05.080.D subparagraphs (c) and (d). For this reason, the amendment includes a reduction to the faithful performance bond for the project.

FISCAL AND ADMINISTRATIVE IMPACTS

No additional operation and maintenance costs will be required based on the proposed amendments.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - First Amendment to Subdivision Improvement Agreement

Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Tract 8609 - Vicinity 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

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT WITH CIVIC NORTH CANYONS PARKWAY, LLC FOR THE CAVA PROJECT AT THE NORTHWEST CORNER OF NORTH CANYONS PARKWAY AND TRIAD PLACE

(Final Tract Map 8609 – Triad Condominium Project Cava)

On May 9, 2022, the City Council adopted Resolution No. 2022-074 which approved Vesting Tentative Tract Map 8609 (SUB 21-005) and the conditions of approval for the Triad Condominium Project, also known as CAVA, consisting of 112 attached condominium units at the northwest corner of North Canyons Parkway and Triad Drive ("the project"). The City Council also adopted Resolution No. 2022-073, finding that the project is statutorily exempt under the California Environmental Quality Act ("CEQA") pursuant to (1) Government Code section 65457 and CEQA Guidelines section 15182 (c), which exempts residential projects that implement a specific plan when certain requirements are met, and (2) Public Resources Code section 21083.3 and CEQA Guidelines section 15183, which exempts projects consistent with a community plan, general plan, or zoning when certain requirements are met.

On June 12, 2023, the City Council adopted Resolution No. 2023-103, which approved Final Tract Map 8609 and the Subdivision Improvement Agreement for the project. The City Council also determined that because the potential impacts to the environment that may be caused by the approval of Final Tract Map 8609 and the Subdivision Improvement Agreement were considered by the environmental review approved as part of Resolution No. 2022-073, the requirements of CEQA were satisfied. The Subdivision Improvement Agreement was subsequently executed by the City on June 15, 2023 and recorded under Series No. 2023076149, dated July 7, 2023, Official Records of Alameda County, California

Pursuant to Section 3, *Special Conditions*, of the Subdivision Improvement Agreement, Civic North Canyons Parkway, LLC ("the Developer") agreed to comply with certain special conditions. The proposed amendment to the Subdivision Improvement Agreement includes an additional special condition requiring the Developer to replace an irrigation controller located on North Canyons Parkway, that was removed during construction, prior to tract acceptance and in strict accordance with all plans, specifications, City standards, and to the satisfaction of the City.

The City Engineer has determined that the Developer has completed construction of approximately 75 percent of the performance bonded improvements for the project and has found that the Developer has satisfied the conditions required to partially reduce the faithful performance bonds as required in, and pursuant to, Livermore Development Code section 10.05.080(D)(1)(c)-(d).

The City Attorney has reviewed the reduced surety provided by the Developer to secure the remaining performance items associated with the Subdivision Improvement Agreement as required by California and City law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, because any potential impacts to the environment that may be caused by approval of the first amendment to the Subdivision Improvement Agreement were considered by the environmental review approved as part of Resolution No. 2022-073, the requirements of the California Environment Quality Act have been satisfied.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. The first amendment to the Subdivision Improvement Agreement, attached hereto as Exhibit A, to add a special condition to replace an irrigation controller removed during construction and to reduce the faithful performance bond is approved and the Mayor is authorized to sign the amendment on behalf of the City of Livermore.

2. The City Clerk is directed to record the first amendment to the Subdivision Improvement Agreement with the County Recorder.

On the motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 28, 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 – First Amendment to Subdivision Improvement Agreement with Civic North Canyons Parkway, LLC

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2025, by and between Civic North Canyons Parkway, LLC, a Delware limited liability company, ("Developer") and the City of Livermore, a municipal corporation ("City").

RECITALS

On June 15, 2023, City and Developer entered into a Subdivision Improvement Agreement obligating Developer to construct certain improvements for real property known as Tract Map No. 8609 recorded under Series No. 2023076148, dated July 5, 2023, Official Records of Alameda County, California ("Original Agreement"). The Original Agreement was recorded under Series No. 2023076149, dated July 5, 2023, Official Records of Alameda County, California.

Section 22 of the Original Agreement requires that any modifications to it must be in writing, approved by the City Council of the City of Livermore, and signed by the authorized representatives of both parties. City and Developer desire to amend the Original Agreement to: (1) revise Section 3, *Special Conditions*, to add a new special condition; and (2) revise Section 12(a)(i), *Faithful Performance*, to partially release the faithful performance bond. This is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 3(K) is added to the Original Agreement and reads as follows:

      K. The Developer shall replace the irrigation controller located on North Canyons Parkway that was removed during construction prior to tract acceptance in strict accordance with all plans, specifications, City standards, and to the satisfaction of the City.

   B. Section 12(a)(i) of the Original Agreement is amended to read as follows:

      i. Faithful Performance – in the amount of 200 percent of the total estimated

construction costs for completion of all remaining work, or $1,889,160, to secure faithful performance of this Agreement by the Developer.

2. 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 as of the effective date of the Original Agreement.

3. Except as amended above, the Original Agreement shall remain in full force and effect and be unaltered by this amendment.

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.

DEVELOPER:
Civic North Canyons Parkway, LLC

_____
By: Ryan Parlett
Title: Authorized Signer

Dated:

3/5/2025

Mailing Address:
1500 Willow Pass Court
Concord, CA 94520

(**ALL SIGNATURES MUST BE NOTARIZED**)

CITY OF LIVERMORE,
a municipal corporation

_____
John Marchand
MAYOR

Dated:

_____

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

_____
Molly A. O'Toole
Assistant City Attorney

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Contra Costa

On March 5, 2025 before me, Laurel Nunez, Notary Public,
(Here insert name and title of the officer)

personally appeared Ryan Parlett,

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.

Laurel Nunez
Signature of Notary Public

LAUREL NUNEZ
Notary Public - California
Contra Costa County
Commission # 2425856
My Comm. Expires Nov 8, 2026

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

C 2004-2015 ProLink Signing Service, Inc. – All Rights Reserved www.TheProLink.com – Nationwide Notary Service

LIVERMORE
CALIFORNIA

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

DATE: April 28, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant funding request for the acquisition of the Collier Canyon Road property (83 +/- acres - APN: 903-10-1).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Determining that acceptance of the Altamont Landfill Open Space Committee recommendation is not a project under CEQA Guidelines Section 15378; and
2. Accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant funding request for the Collier Canyon Road property in the amount of $1,500,000.

SUMMARY

The City is proposing to purchase in fee title the Collier Canyon Road Property, herein referred to as the "Property," for open space preservation and conservation. The Property has significant biological, scenic, and recreational value. The Property is outside of the City limits and outside of the North Livermore Urban Growth Boundary (UGB) in unincorporated Alameda County. The property is to the west of Las Positas College and approximately a third of a mile north of Portola Avenue. The purchase price is $2,895,500 ($34,884 per acre). The estimated transaction costs are approximately $30,000, making the total price $2,925,500.

The City actively engages in acquiring land for open space preservation and conservation using different funding sources. Staff engages with willing property sellers on the open market to purchase land and secure it as open space in perpetuity and plans for the long-term stewardship of the land. On July 22, 2024, the City Council authorized staff to enter negotiations with the property owner to acquire the property for open space and conservation purposes.

On November 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's sponsored grant application for the Collier Canyon Road Property. The City Council is responsible for

accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant request. If accepted, staff would return for Council authorization to enter into a Purchase and Sale Agreement and request for supplemental appropriations to complete the purchase at a future date.

DISCUSSION

BACKGROUND

The City of Livermore has acquired or helped to acquire and permanently protect over 1,500 acres of open space land. Currently, the City owns nearly 340 acres of land in Doolan Canyon, approximately 400 acres of alkali wetlands and sensitive habitat in Springtown, and 125 acres in the Altamont Range south of I-580. The City protects open space land to achieve strategic goals, including:

- Maintain and enhance biological diversity
- Secure land for agricultural conservation
- Support climate resilience and mitigation programs
- Provide non-motorized recreational opportunities
- Preserve scenic value; and
- Manage watershed and address flood control

Following acquisition of open space, a crucial step is stewarding the land and ensuring it is properly managed for its conservation values. City staff accomplishes this step by encumbering the land with a conservation easement and establishing a non-wasting endowment to fund management of the land in perpetuity. Funding sources available for open space land acquisitions include the Altamont Landfill Settlement Agreement Open Space Fund, Vasco Road Landfill Open Space Fund, Dougherty Valley Settlement Agreement, and the City’s Transferrable Development Credits Fund.

On July 22, 2024, the City Council authorized staff to enter negotiations with the property owner to acquire the property for open space and conservation purposes. On November 6, 2024, Staff submitted an Altamont Landfill Open Space Committee grant application in the amount of $1,500,000 for the purpose of acquiring the property.

Altamont Landfill Settlement Agreement Open Space Fund

In 1999, Alameda County, the Cities of Livermore and Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County entered into the Altamont Landfill Settlement Agreement to resolve litigation. The Settlement Agreement resolved a challenge to the proposed expansion of the Altamont Landfill and created the Altamont Landfill Settlement Agreement Open Space Fund.

Specifically, the Settlement Agreement limits landfill expansion and waste imports and requires the operator to collect a $0.75 per ton fee for open space acquisition. Eighty percent of the Open Space Fee is for open space expenditures in the eastern area of East Alameda County. The Property is within the eastern area.

Pursuant to the terms of the Settlement Agreement Funding, allocations are recommended by the voting members of the Altamont Open Space Committee (Committee). The City of Livermore, Alameda County,

and the Sierra Club represent the voting members for the eastern acquisition priority area that receives 80 percent of the open space account funds (the City of Pleasanton, Alameda County, and the Sierra Club represent the voting members of the western acquisition priority area). Rotating Livermore City Council members provide representation on the Committee. Councilmember Wang is the current Livermore representative.

The Committee recommends expenditures of funds used solely for purchase of properties in Alameda County to protect natural resource biodiversity, scenic value, and recreational opportunities. The Committee reviews grant applications to permanently preserve open space through fee acquisition and easements. To date, the City Council has approved the Committee's recommendations to distribute funds for a variety of acquisitions in the eastern acquisition priority area, as summarized in Attachment 1.

According to the Settlement Agreement, the Livermore City Council and the Alameda County Board of Supervisors shall take affirmative action on Committee expenditure recommendations. The actions must be in conformance with the Settlement Agreement. On May 8th, 2025, the County Board of Supervisors will decide whether the funding is consistent with the criteria set forth in the Altamont Landfill Settlement Agreement.

Vasco Road Landfill Open Space Fund

On May 4, 2006, the Alameda County Board of Supervisors upheld a County Planning Commission approval of an amended Conditional Use Permit allowing continued landfill and recycling activities at the Vasco Road Landfill. Consistent with the language in the Altamont Settlement Agreement, the approval requires the Vasco Road Landfill operator (Republic Services, Inc.) to collect the same per-ton fees as the Altamont Landfill operator (Waste Management of Alameda County, Inc.). The Vasco Road Landfill Conditions of Approval require the collection and expenditures of fees to be identical to the Altamont Landfill Settlement Agreement.

Transferable Development Credits Program

The Transferable Development Credits (TDC) Program (Livermore Municipal Code Chapter 3.27) includes provisions to allow developers to pay a fee in lieu of utilizing credits in North Livermore to exceed baseline density. The Ordinance allows revenue from TDC in-lieu fees to be used in conjunction with other funds for acquisition and/or preservation of open space lands in North Livermore. Other than TDC acquisition, revenue from TDC in-lieu fees may be used for costs incurred in administering the TDC Program including, facilitating TDC transactions, preparing/recording TDC easements, monitoring/enforcing easements, and maintaining records. The TDC Program applies solely to lands beyond the Urban Growth Boundary and within North Livermore.

PROPERTY DESCRIPTION

The 83-acre Property is located outside of the City's municipal and urban growth boundaries in unincorporated Alameda County situated west of Las Positas College and approximately one-third mile north of Portola Avenue as shown on the location map, Attachment 2. The property is undeveloped and generally consists of upland rolling hillsides, with a maximum elevation of approximately 750 feet, annual grassland, and ephemeral drainage, with two forks of Collier Canyon Creek meandering along the site's east and west peripheries. Lands to the west of the site are encumbered with conservation easements, and lands to the east are occupied by Las Positas College.

STAFF ANALYSIS

Consistent with the City Council's prior direction, City staff negotiated a purchase price with the property owner's representative. The property meets the Open Space Committee funding criteria as described below.

Altamont Landfill Open Space Committee Funding Approval

On November 15, 2024, the Altamont Landfill Open Space Committee (Committee) approved a grant application for the Property. The grant funds will be combined with City open space funds to acquire the Property. Staff has negotiated a total purchase price for the Property at $2,895,500. The approved grant amount from the Committee is $1,500,000. As a voting member, the City Council must accept the recommendations of the Open Space Committee.

The Open Space Committee's first priority (as stated in the Settlement Agreement) is for the preservation of native biological diversity and/or wildlife habitat. The second priority is for the acquisition of property with significant value for visual character and/or non-motorized recreation. Additional criteria developed and utilized by the Open Space Committee includes strategic value in land protection, additional funding sources, and willing sellers. The proposed Property acquisition meets the Committee criteria as follows:

Preservation of native biological diversity and/or wildlife habitat. The Altamont Open Space Committee's Land Conservation Prioritization Mapping Tool (Mapping Tool) shows that the site is highly likely to provide habitat for California Red Legged Frog and California Tiger Salamander (scoring 0.75 and 0.76 on a zero to one scale, with one as the highest rating). In addition, the East Alameda County Conservation Strategy (Conservation Strategy) identifies a confirmed California Red Legged Frog occurrence near the southern part of the site. The Conservation Strategy also shows that the site contains critical and core habitat for California Red Legged Frog, San Joaquin Kit Fox, and Tiger Salamander, which are all Special Status Species and protected under California law.

The Conservation Strategy further shows that the site potentially contains habitat for the American Badger, Western Burrowing Owl, Callippe Silverspot Butterfly, Congden's Tarplant (protected plant), and Golden Eagle, which are also all Special Status Species and afforded protection under the law. In summary, there is a confirmed Special Status Species siting nearby the site, the site contains habitat for three Special Status Species, and potential habitat for five other Special Status Species. Therefore, the site has significant native biodiversity value.

Significant visual character and/or non-motorized recreation. According to the Mapping Tool, the property is highly suitable for recreation purposes and moderately suitable for viewshed. The Property is comprised of rolling hills with a peak of approximately 750 feet. The hillside is visible from many vantage points along Collier Canyon Road and Interstate 580 (I-580) and preserving it as open space would help protect the Scenic Corridor along I-580, preserve scenic hillsides in North Livermore, and maintain the greater natural viewshed of the Diablo Range. In addition, the property could offer recreational value to hikers, runners, and other non-motorized forms of recreation with sweeping views of the Livermore Valley and surrounding Diablo Range. For these reasons, the property offers significant visual and non-motorized recreational value.

Strategic Value in Land Protection. The Project is outside of and adjacent to the North Livermore Urban

Growth Boundary, is adjacent to a property that is permanently preserved with a hillside conservation easement to the west. The Property is in a strategic location to provide enhanced wildlife connectivity and is identified in the Tri-Valley Hazard Mitigation Plan to facilitate improved stream and stormwater management.

Additional Funding Sources. The Property would be purchased with multiple funding sources as required by the Committee. Staff anticipates using other City Open Space funding sources, such as Transferable Development Credit funds to complete the transaction and be used towards the remaining balance of the purchase price, approximately $1,425,500.

Willing Sellers. The land is currently owned by a Limited Liability Corporation, and the seller is willing and able to enter into the purchase and sales agreement with the City of Livermore.

ENVIRONMENTAL DETERMINATION

The allocation of funds for the acquisition of real property is not considered a “project” under California Environmental Quality Act and CEQA Guidelines Section 15378. A project is defined as: the whole of an action, which has the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Allocating funds would not approve a physical development project, would not physically change the environment, and would help to preserve natural habitat. Therefore, no environmental review is required for the funding allocations.

FISCAL AND ADMINISTRATIVE IMPACTS

The Property acquisition would expend $1,500,000 from the Altamont Landfill Open Space Fund, which would reduce the eastern portion from its current balance of approximately $21,483,660 to $19,983,660.

Staff plans to utilize additional City Open Space funding sources, such as Transferable Development Credit funds, to cover the remaining balance of approximately $1,425,500 to finalize the transaction. The final funding source will be identified when the City Council considers the purchase and sales agreement at a future date.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

4: Preserve Open Space Resources Consistent with General Plan Policies

ATTACHMENTS

1. Approved Acquisitions
2. Location Map
3. Resolution

Prepared by: Jennifer Ackerman
Associate Planner

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Table 1: Approved Acquisitions in the eastern acquisition priority area

City Council Date	Grant Amount	Acres	Acquisition Entity	Location
February 25, 2008	$200,000	80	East Bay Regional Park District	Adjacent to Del Valle Regional Park (Newbury Property)
July 13, 2009	$1,040,465	107	City of Livermore	Doolan Road adjacent to UGB and City Boundary
September 27, 2010	$300,000	74	Tri-Valley Conservancy	Bobba Property off Arroyo Road near the Veteran's Hospital
October 25, 2010	$2,000,000	633	East Bay Regional Park District	Doolan Ranch
June 27, 2011	$1,000,000	65	East Bay Regional Park District	Farber Property
October 28, 2013	$420,000	81	City of Livermore	Doolan Road north of City-owned properties
December 9, 2013	$500,000	79	East Bay Regional Park District	Eddie's Flat between Vasco and Lauglin Road
October 27, 2017	$132,200	2	East Bay Regional Park District	Gosselin Staging Area and Trail Easement into Doolan Canyon Preserve
December 10, 2018	$1,000,000	137	City of Livermore	Doolan Road adjacent to Dublin and in proximity to Doolan Ranch
January 29, 2019	$500,000	0	Tri-Valley Conservancy	Shadow Cliffs to Del Valle Trail Bridge
November 27, 2023	$145,810	0	California Rangeland Trust	DC Ranch Conservation Easement
March 15, 2024	$980,000	82	City of Livermore	Hartford Hills Property
March 15, 2024	$1,284,000	125	City of Livermore	Greenville Road Property

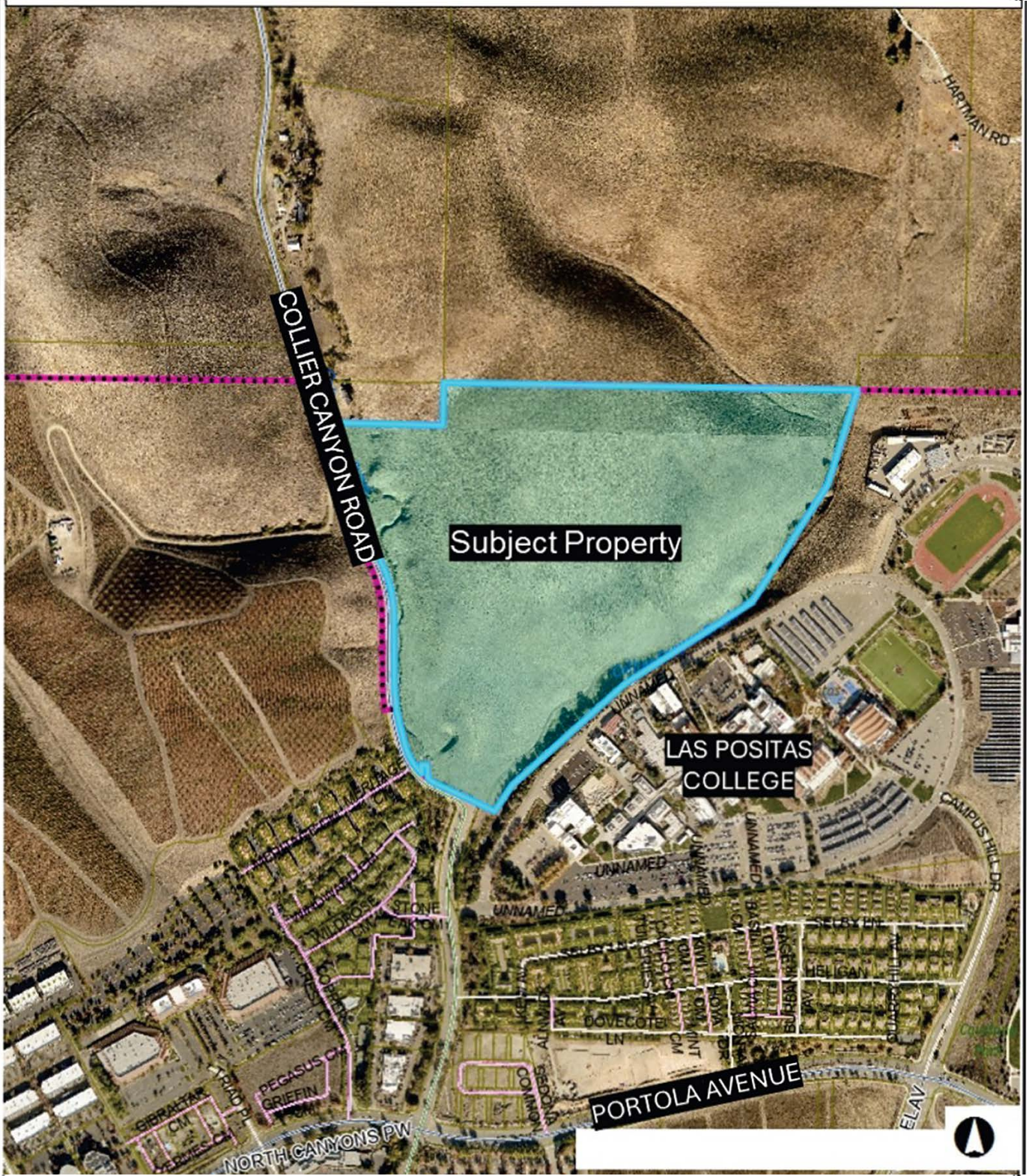
December 9, 2024	$500,000	41	City of Livermore	Quint Property
Total	**$10,002,475**	**1,506**		

Collier Canyon Road Property ALOSC Grant Request

Itemized Expenses (estimated)	
Purchase Price	$2,895,500 (34,884/acre)
Estimated Transaction Costs (appraisal/staff/legal/title/escrow)	$30,000
Total Project Cost	$2,925,500
Funding from ALOSC	$1,500,000 (51%)
Funding from City of Livermore – Livermore Open Space Funds	$1,425,500 (49%)

LIVERMORE
CALIFORNIA

Location Map



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO EXPEND FUNDS IN THE AMOUNT OF $1,500,000 FOR THE PURCHASE OF THE COLLIER CANYON ROAD PROPERTY (83-ACRES, APN 903-10-1) IN EASTERN ALAMEDA COUNTY

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the lawsuit parties (Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easement. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members as follows: one member appointed by Alameda County, one member appointed by the City of Livermore, one member appointed by the City of Pleasanton, and one member appointed by the Sierra Club ("Open Space Committee").

The Settlement Agreement establishes criteria that limit the use of funds in the Open Space Account to open space acquisition including properties having significant value for preservation of native biological diversity and/or wildlife, and properties having significant value for visual character, and/or non-motorized recreation. The Open Space Committee has developed and utilized additional criteria for the use of the funds, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds, and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County, and the Sierra Club

represent the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On July 22, 2024, the City Council authorized staff to enter negotiations with the property owner to acquire the property for open space and conservation purposes.

On November 15, 2024, the Open Space Committee considered the City of Livermore's request for a grant in the amount of $1,500,000 to acquire the Collier Canyon Road Property (83+/- acres – APN 903-10-1) (the "Property").

The Collier Canyon Road Property is located within the eastern acquisition priority area. The Open Space Committee found the grant request complied with the applicable grant criteria and recommended expending $1,500,000 from the Open Space fund for a grant to the City of Livermore for acquisition and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

The Open Space Committee's recommended expenditure of Open Space Account funds is not a project under the California Environmental Quality Act (CEQA) Guidelines section 15378 because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $1,500,000 of Altamont Open Space funds to fund the grant request by the City of Livermore to purchase and manage the Collier Canyon Property is consistent with the Livermore General Plan and the priorities set by the Settlement Agreement and the Open Space Committee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 28, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

LIVERMORE
CALIFORNIA

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

DATE: April 28, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the allocation and appropriation of Human Service Facility Fee, Affordable Housing In-Lieu, and Social Opportunity Endowment funds in the total amount of $1,078,500 for Fiscal Years 2025-27 and authorizing the execution of documents required to receive, use, and distribute funds.

RECOMMENDED ACTION

Staff and the Human Services Commission recommend the City Council adopt a resolution authorizing the allocation and appropriation of $1,078,500 in funding as listed below and authorizing the City Manager to negotiate and execute all related documents, grant agreements, and modifications.

1. Human Services Facility Fee Funds in the amount of $182,000
2. Affordable Housing In-Lieu Funds in the amount of $652,000
3. Social Opportunity Endowment Funds in the amount of $244,500

SUMMARY

Each year, the City of Livermore brings together multiple funding sources to support capital projects and public service programs benefiting low-income Livermore households that are consistent with the goals and priorities as outlined in the City's Five-Year Consolidated Plan. These funding sources include Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). These federal dollars are leveraged with the City's local resources.

On March 11, 2025, the Human Services Commission approved funding recommendations in the estimated total amount of $2,074,878 from the federal grants, CDBG and HOME, as well as local funding from the Human Services Facility Fee, Affordable Housing In-Lieu and Social Opportunity Endowment funds. These funds will serve over 9,000 low-income, senior, youth, homeless, and disabled Livermore residents for the next two fiscal years.

Due to the uncertainty of the federal budget, the Human Services Commission and staff recommend the City Council approve the local funding recommendations set forth in Exhibit A to the resolution in the

total amount of $1,078,500 for FY 2025-27 only. Staff will bring the federal grant recommendations, along with the Five-Year Consolidated Plan and FY 2025-26 Action plan for approval in June 2025.

DISCUSSION

Grant Allocation Process

On September 10, 2024, the Human Services Commission recommended four funding priorities for the FY 2025-27 Housing and Human Services Grant Cycle. The four priorities included: Housing Services, Homeless Services, Health Care Services, and Service Provision, Awareness, and Navigation. Council approved the four priorities on October 28, 2024.

As part of a regional coordinated effort to allocate funds to local agencies, staff worked with the Cities of Dublin and Pleasanton to make changes to the grant program. Starting in FY 2025-26, a two-year grant cycle was implemented. Additional changes included a joint Tri-Valley Grant Application for the two-year grant cycle which was released on November 25, 2024. The new application was simplified from previous years and allowed non-profits to request grant funding for a particular project from all three cities through one application. In December 2024, staff from Livermore, Dublin and Pleasanton held a workshop for non-profit and public agencies to discuss the grant application process. Application requests were due to the City on January 17, 2025, and submitted electronically through an online grant application program.

The Commission and staff reviewed the applications against multiple criteria including need and benefit, program evaluation, budget, alternative funding sources, community support, and prior grant management and application completeness. All applicants were required to make a presentation and responded to questions regarding their grant application at a Joint Special Human Services Commission meeting on February 11, 2025, held in Dublin. Following the joint meeting, the Human Services Commission evaluated and scored all grant applications by non-profit and public agencies submitted to the City. Through the online grant application program, the average score of each application was calculated as the basis for staff to subsequently provide the Commission with funding recommendations. The Commission reviewed and approved the proposed funding recommendations during their regular meeting on March 11, 2025.

The City has traditionally allocated federal and local funds through the Housing and Human Services Grant Program to eligible public and non-profit agencies that provide housing and services. For FY 2025-27, the City's Housing and Human Services Grant Program received 31 applications from 24 agencies requesting $3,075,658 in grant funding. For FY 2025-27, there is an estimated $760,700 in CDBG funding, an estimated $235,678 in HOME funding, $182,000 in Human Services Facility Fee Funding, $652,000 in Affordable Housing In-Lieu funding and $244,500 in Social Opportunity Endowment (SOE) funding over the two-year grant cycle that is being recommended to fund 15 projects (10 organizations), Section 108 Loans, and Administration for a total of $2,074,878.

In March 2025, City staff was informed by HUD that the federal allocations for the CDBG and HOME grants were not expected to be released until May 2025. Due to the uncertainty of the federal budget, the Human Services Commission and staff recommend the City Council approve the local funding recommendations set forth in Exhibit A to the resolution in the total amount of $1,078,500 for FY 2025-27 which include 12 projects (nine organizations). Staff will bring the federal grant recommendations, along with the Five-Year Consolidated Plan and FY 2025-26 Action plan for approval in June 2025. A detailed description of each local funding source with the recommendations is described below.

Human Service Facility Fee $182,000 ($182,000 for FY 2025-26 only):

The Human Service Facility Fee is established for capital projects that support Human Service programs. Applicants for these funds must demonstrate a specified direct service to low-income clients. For FY 2025-26, two projects are being recommended for funding:

Organization/Project	FY 2025-26	FY 2026-27	Total Recommendation
Goodness Village- Home Preservation and Weatherproofing	$17,000	$0	$17,000
Sunflower Hill- Hagemann Ranch Structure and Equitable Access	$165,000	$0	$165,000
Total	**$182,000**	**$0**	**$182,000**

Affordable Housing In-Lieu Funds $652,000 ($326,000 for FY 2025-26 and $326,000 for FY 2026-27):

City Affordable Housing In-Lieu funds originate from development fees and are used to finance a variety of programs and mechanisms for creating and sustaining affordable housing in Livermore. These funds are strictly limited to housing support services and have traditionally helped backfill limited public services funding for homeless shelters and housing services for individuals experiencing homelessness. For FY 2025-27, four projects are being recommended for funding:

Organization/Project	FY 2025-26	FY 2026-27	Total Recommendation
CityServe of the Tri-Valley- Regional Homeless Prevention, Intervention and Crisis Stabilization	$226,000	$226,000	$452,000
Tri-Valley Haven- Shiloh Domestic Violence Shelter	$40,000	$40,000	$80,000
Tri-Valley Haven- Sojourner House Homeless Shelter	$40,000	$40,000	$80,000
Abode Services- Alameda County (AC) Impact Program	$20,000	$20,000	$40,000
Total	**$326,000**	**$326,000**	**$652,000**

Social Opportunity Endowment Funds $244,500 ($120,000 for FY 2025-26 and $124,500 for FY 2026-27):

Each year the City receives numerous qualified grant applications from agencies providing core safety net services in Livermore. The SOE Funds are for public services such as services at a food pantry, vocational and educational programs, food services for seniors, and a mobile family resource center in Livermore. Currently, the City's SOE fund has $1,800,000 in revenue committed from developers over

the next several years. Staff is in the process of making proposed revisions to amend the SOE ordinance, to be presented to City Council for approval, to increase the annual spending limit allowed (currently set at $80,000 per year) and include a 3% escalator per year. The recommended SOE funding amounts shown on Exhibit A is conditional on the approval of the ordinance being approved by Council for update by July 1, 2025. For FY 2025-27, six projects are being recommended for funding:

Organization/Project	FY 2025-26	FY 2026-27	Total Recommendation
Open Heart Kitchen- Senior Meal Program	$24,000	$24,900	$48,900
Tri-Valley Haven- Food Pantry	$36,000	$37,350	$73,350
Goodness Village- Vocational Skills, Community Engagement and Pathways to Stability	$20,000	$20,750	$40,750
Mercy Retirement and Care Center- Mercy Brown Bag Program	$15,000	$15,563	$30,563
Hively- Hive on Wheels: Mobile Family Resource Center	$15,000	$15,563	$30,563
Partners for Change Tri-Valley- Alleviating Poverty and Homelessness	$10,000	$10,374	$20,374
Total	**$120,000**	**$124,500**	**$244,500**

Spectrum Community Services Senior Meals on Wheels program received the highest score from the Human Services Commission in the public services category but will be recommended for CDBG public service funding in June 2025.

FISCAL AND ADMINISTRATIVE IMPACTS

Appropriation of the grant funds detailed above will come from the following sources as referenced in Exhibit A to the resolution: Human Service Facility Fee funds $182,000 (Fund 290); Affordable Housing In-Lieu funds $652,000 (Fund 200); and Social Opportunity Endowment Funds $244,500 (Fund 202), for a total amount of $1,078,500 over the two-year grant cycle.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

8: Expand and improve access to human services

ATTACHMENTS

1. Resolution

2. Exhibit A - Human Services Local Funds Grant Recommendations

Prepared by: Amy Walker
Management Analyst 1

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 ALLOCATION AND APPROPRIATION OF HUMAN SERVICE FACILITY FEE, AFFORDABLE HOUSING IN-LIEU, AND SOCIAL OPPORTUNITY ENDOWMENT FUNDS IN THE TOTAL AMOUNT OF $1,078,500 FOR FISCAL YEAR 2025-27 AND AUTHORIZING THE EXECUTION OF DOCUMENTS REQUIRED TO RECEIVE, USE, AND DISTRIBUTE FUNDS

Each year, the City of Livermore ("City") brings together multiple funding sources to support capital projects and public service programs benefiting low-income households. These funding sources include Community Development Block Grant ("CDBG") and HOME Investment Partnerships Program ("HOME") funds from the U.S. Department of Housing and Urban Development ("HUD"), which are leveraged with the City's local resources, including the Human Service Facility Fee Fund, the Affordable Housing In-Lieu Fund and the Social Opportunity Endowment (SOE) Fund.

The City has traditionally allocated these funds to eligible public and nonprofit agencies that provide housing and services through its Housing and Human Services Grant Program. For FY 2025-27, the City's Housing and Human Services Grant Program received 31 applications from 24 agencies requesting $3,075,658 in grant funding for the two-year grant cycle. The Human Services Commission evaluated and scored all grant applications and reviewed and approved proposed funding recommendations.

On March 11, 2025, the Human Services Commission approved funding recommendations in the estimated total amount of $2,074,878 for Fiscal Years (FY) 2025-27 from the federal grants, CDBG and HOME, as well as local funding from the Human Services Facility Fee, Affordable Housing In-Lieu and Social Opportunity Endowment funds. These funds will serve over 9,000 low-income, senior, youth, homeless, and disabled Livermore residents next two fiscal year.

Due to the uncertainty of the federal budget, the Human Services Commission and staff recommend the City Council approve the local funding recommendations set forth in Exhibit A to the resolution in the total amount of $1,078,500 for FY 2025-27. Staff will bring the federal grant recommendations, along with the Five-Year Consolidated Plan and FY 2025-26 Action plan for approval in June 2025.

The local funding appropriations for the FY 2025-27 Housing and Human Services Grant Program will consist of the following amounts from the following sources: (1) $182,000 in Human Service Facility Fee funds (Fund 290); (2) $652,000 in Affordable Housing In-Lieu funds (Fund 200); and (3) $244,500 in SOE funds (Fund 202).

The Human Services Commission and City staff recommend that the City Council approve the Human Services Grant Program funding recommendations for FY 2025-27

as set forth in Exhibit A, attached hereto. The recommendations include 13 activities provided by nine public and nonprofit agencies.

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

1. Authorizes the allocation and appropriation of $1,078,500 for funding 12 activities provided by nine agencies, as recommended and more particularly set forth in Exhibit A, attached hereto, from the following sources in the following amounts:

    a. Human Service Facility Fee funds (Fund 290) in the amount of $182,000 for capital projects that support Human Services programs in Livermore.

    b. Affordable Housing In-Lieu funds (Fund 200) in the amount of $652,000 to provide fair housing services, housing services at the homeless and domestic violence shelters, homeless outreach services, and homeless housing services; and

    c. Social Opportunity Endowment funds (Fund 202) in the amount of $244,500 to provide public services to residents of Livermore.

2. Authorizes the City Manager, or her designee, to execute all documents related to the receipt, use, and issuance of grant funds, including contracts and amendments thereto, with agencies receiving allocations of funds from the City of Livermore as set forth in Exhibit A, attached hereto.

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.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 28, 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 - Human Services Local Funds Grant Recommendations- Fiscal Years 2025-27

Human Services Grant Funding Fiscal Years 2025-26 and 2026-27

EXHIBIT A

Total Recommended Funding by Funding Sources	FY 2025-26	FY 2026-27	2-Year Total
Human Service Facility Fee	182,000	-	**182,000**
Affordable Housing In-Lieu	326,000	326,000	**652,000**
Social Opportunity Endowment (SOE)	120,000	124,500	**244,500**
TOTAL	**$ 628,000**	**$ 450,500**	**$ 1,078,500**

Total Recommended Funding by Category	FY 2025-26	FY 2026-27	2-Year Total
IV. Capital Projects	182,000	-	**182,000**
V. Housing & Homeless Services	326,000	326,000	**652,000**
VI. Public Services	120,000	124,500	**244,500**
TOTAL	**$ 628,000**	**$ 450,500**	**$ 1,078,500**

Agency Name Project/Program Title	Program Description	Funding FY 2024-25	2-Year Requested Funding	Funding Recommendation FY 2025-26	Funding Recommendation FY 2026-27	Human Service Facility Fee Funding Recommendation 2-Year Total
IV. Capital Projects				A	B	**A+B**
Goodness Village Home Preservation and Weatherproofing Project	Address critical external damages to our existing tiny homes caused by weather exposure, ensuring safe, sustainable housing for our neighbors.	$ -	$ 17,000	$ 17,000	$ -	**$ 17,000**
Sunflower Hill Hagemann Ranch-Shade Structure and Equitable Access Project	Improvements to pathways and garden beds to make them more accessible for people with disabilities and install an all-weather shade shelter for inclement weather coverage.	-	165,000	165,000	-	**165,000**
	Capital Projects Total	**$ -**	**$ 182,000**	**$ 182,000**	**$ -**	**$ 182,000**

Agency Name Project/Program Title	Program Description	Funding FY 2024-25	2-Year Requested Funding	Funding Recommendation FY 2025-26	Funding Recommendation FY 2026-27	Affordable Housing In-Lieu Funding Recommendation 2-Year Total
V. Housing & Homeless Services				A	B	**A+B**
CityServe of the Tri-Valley Tri-Valley Regional Homeless Prevention, Intervention, and Crisis Stabilization Program	Crisis stabilization and wrap-around care coordination for low to no-income families and individuals of all ages.	$ 226,000	$ 452,000	$ 226,000	$ 226,000	**$ 452,000**
Tri-Valley Haven Shiloh	Provide domestic violence support services through an emergency shelter in a confidential location.	$ 24,000	$ 100,000	$ 40,000	$ 40,000	**80,000**
Tri-Valley Haven Sojourner House	Provides clients with shelter and support services to help overcome barriers that led them to homelessness.	$ 30,000	$ 100,000	$ 40,000	$ 40,000	**80,000**
Abode Services Alameda County Impact	Permanent supportive housing program that connects chronically homeless individuals to permanent housing and a comprehensive range of supportive services focused on ongoing housing stability and connection to care.	-	60,000	20,000	20,000	**40,000**
	Housing & Homeless Services Total	**$ 280,000**	**$ 712,000**	**$ 326,000**	**$ 326,000**	**$ 652,000**

Agency Name Project/Program Title	Program Description	Funding FY 2024-25	2-Year Requested Funding	SOE Funding Recommendation FY 2025-26	SOE Funding Recommendation FY 2026-27	CDBG / SOE Funding Recommendation 2-Year Total
V. Public Services						
Spectrum Community Services* Meals on Wheels: More than a Meal	Deliver nutritious meals and vital wellness checks five days a week to disabled/homebound seniors in Livermore.	$ 47,567	$ 148,000	$ -	$ -	**$ -**
Open Heart Kitchen Senior Meal Program	Provide free meals to seniors on weekdays at the Robert Livermore Community Center.	$ 23,486	50,000	24,000	24,900	**48,900**
Tri-Valley Haven Food Pantry	Provide food to low-income individuals and households using the'Client Choice" model .	$ 32,000	100,000	36,000	37,350	**73,350**
Goodness Village Vocational Skills, Community Engagement and Pathways to Stability	Provide essential vocational skill-building, social skills development, and opportunities for community engagement to chronically unsheltered individuals.	$ -	60,000	20,000	20,750	**40,750**
Mercy Retirement and Care Center Mercy Brown Bag Program	Serve low-income older adults in Livermore twice a month with fresh, nutritious groceries.	$ -	50,000	15,000	15,563	**30,563**
Hively Hive on Wheels: Mobile Family Resource Center	Expand our service delivery capabilities by putting our family resource centers on wheels, in order to reach residents in Livermore through 10 outreach events per year.	$ -	50,000	15,000	15,563	**30,563**
Partners for Change Tri-Valley Alleviating Poverty and Homelessness in the Tri-Valley	Provide education and mentorship class focused on life skills and improved economic outcomes for low-income residents to break the cycle of poverty and achieve self-sufficiency.	$ -	30,000	10,000	10,374	**20,374**
	Public Services Total	**$ 103,053**	**$ 488,000**	**$ 120,000**	**$ 124,500**	**$ 244,500**

*Recommended for CDBG funding

LIVERMORE
CALIFORNIA

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

DATE: April 28, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution adding Water Reclamation Plant (WRP) Recycled Water Fill Station Project 2025-27 to the 2023-2028 Capital Improvement Plan, and authorizing allocations of $10,000 of Wastewater Replacement Funds and $30,000 of Department of Water Resources (DWR) Drought Relief Grant Funds in Fiscal Year 2024-25.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Adding WRP Recycled Water Fill Station Project 2025-27 to the 2023-28 Capital Improvement Plan;
2. Allocating $10,000 in Wastewater Replacement Fund 622 to the FY 2024-25 budget of the WRP Recycled Water Fill Station Project 2025-27; and
3. Allocating $30,000 in DWR Drought Relief Grant Fund 622 to the FY 2024-25 budget of the WRP Recycled Water Fill Station Project 2025-27.

SUMMARY

The proposed WRP Recycled Water Fill Station Project will provide residents with access to recycled water for irrigation and other non-potable uses during a drought. Staff recommends creating and funding a new project to design and construct automated self-service recycled water fill stations at the City of Livermore Water Reclamation Plant. The project will be funded by a grant awarded by the California Department of Water Resources and matching allocations from the City's Wastewater Replacement Fund.

DISCUSSION

In 2022, Zone 7 Water Agency (Zone 7) applied for the 2022 Urban Community Drought Relief Program through the California Department of Water Resources on behalf of the City and other water service agencies located within the Zone 7 service area. The Urban Community Drought Relief Local Project Program is intended to support drought resilience planning, water conservation, and other activities that provide reductions in water consumption or improvements to water supply reliability.

In June 2023, Zone 7 notified the City that the WRP Recycled Water Fill Station Project (Project) was approved for funding. In March 2024, the City passed Resolution 2024-036 authorizing the City Manager to execute an agreement with Zone 7 for the 2022 Urban Community Drought Relief Local Project Grant Program. This agreement was executed on March 30, 2024.

The term for the grant began on July 1, 2022 with the requirement that all work shall be completed by December 31, 2026. No additional funds may be requested after March 31, 2027. Staff recommends adding this project to the current Capital Improvement Plan in order to ensure completion of project construction by end of the grant term.

The Project will consist of an automated self-service recycled water fill station that will allow residential customers access to recycled water for irrigation and other non-potable uses. The automated fill station will provide a permanent year-round recycled water source for residents. The Project is expected to increase recycled water use locally by approximately 18 acre-feet per year.

FISCAL AND ADMINISTRATIVE IMPACTS

The Urban Community Drought Relief Program requires a minimum non-state cost share of 25% of the total application cost for each local project. The WRP Recycled Water Fill Station project grant award is $300,000, with a required cost share of $100,000. The funding for the WRP Recycled Water Fill Station project will be an allocation of $10,000 from Wastewater Replacement Fund 622 and $30,000 from DWR Drought Relief Grant Fund 622 in FY 2024-25. Adding funding for this project in FY 2024-25 will allow initial design activities to commence in FY 2024-25. As shown in Attachment 2, total project costs are estimated to extend through FY 2026-27, total $400,000, and be funded with $100,000 from Wastewater Replacement Fund 622 and $300,000 from DWR Drought Relief Grant Fund 622. Funding for fiscal years FY 2025-26 and FY 2026-27 will be requested in the FY 2025-30 Capital Improvement Plan.

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.

GUIDING DOCUMENT

Water Reclamation Plant Master Plan, Livermore Recycled Water Master Plan

ATTACHMENTS

1. Vicinity Map
2. CIP Book Page
3. Resolution
4. Exhibit A - Urban Community Drought Relief Grant
5. Exhibit B - Grant Program Award Notification

6. Exhibit C - Resolution 2024-036
7. Exhibit D - 2022 Urban Community Drought Relief Local Project Sponsor Agreement

Prepared by: Vincent Sendaydiego
Junior Engineer

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Vicinity Map
Recycled Water Fill Station Project 2025-27

ATTACHMENT 1



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:
12/16/2024
3:09:40 PM

WRP RECYCLED WATER FILL STATION

Project No.: WW202527



PROJECT LOCATION
Water Reclamation Plant

COMMUNITY PILLAR: A Safe Community That Thrives

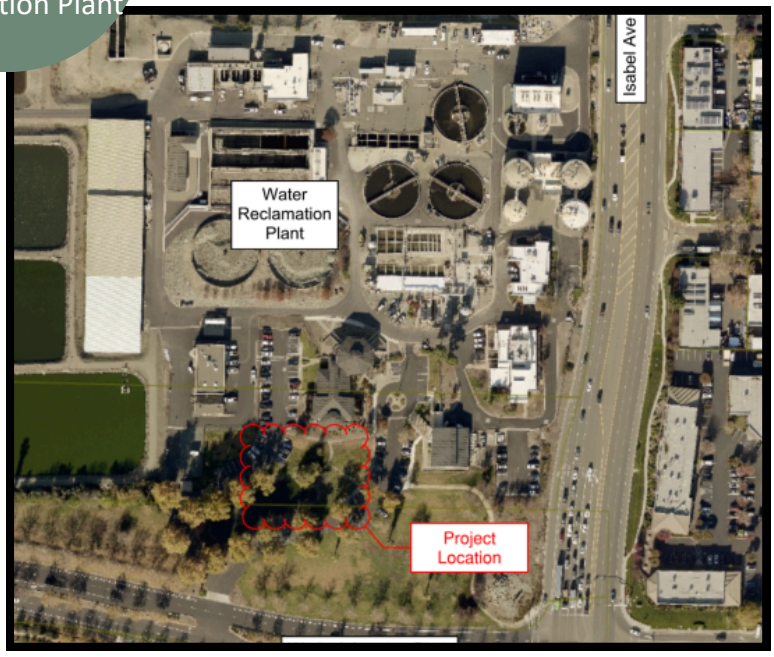
GOAL: 11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect and treat wastewater, and comply with all federal, state, and local regulations

FUNDING: Project funding comes from Wastewater Replacement (Fund 622) and DWR Drought Relief Grant (Fund622).

O&M COST ASSUMPTIONS: There will be no additional O&M costs for this project.

Project Description:

This project will install two automated fill stations at the City of Livermore Water Reclamation Plant that will provide a permanent year-round recycled water source for residents. Residents will have access to recycled water for irrigation and other non-potable uses. The availability of the fill station will increase recycled water use locally by approximately 18-acre feet per year.



Project Justification:

The Water Resources Division has received grant funds toward the construction of an automated self-service recycled water fill station. The terms of the grant require that all work shall be completed by December 31, 2026.

Project Funding

Fund	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30
(622) Wastewater Replacement	$10,000	$60,000	$30,000	$0	$0	$0
(622) DWR Drought Relief Grant	$30,000	$180,000	$90,000	$0	$0	$0
TOTAL	**$40,000**	**$240,000**	**$120,000**	**$0**	**$0**	**$0**

CITY OF LIVERMORE CALIFORNIA

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADDING WRP RECYCLED WATER FILL STATION PROJECT 2025-27 TO THE 2023-2028 CAPITAL IMPROVEMENT PLAN, AND AUTHORIZING ALLOCATIONS OF $10,000 OF WASTEWATER REPLACEMENT FUNDS (FUND 622) AND $30,000 OF DWR DROUGHT RELIEF GRANT FUNDS (FUND 622) IN FISCAL YEAR 2024-25.

(WRP Recycled Water Fill Station Project 2025-27)

In 2022, Zone 7 Water Agency (Zone 7) applied for the 2022 Urban Community Drought Relief Grant Program through the California Department of Water Resources (DWR) that included projects from and on behalf of the City of Livermore.

In June 2023 DWR awarded Zone 7 the WRP Recycled Water Fill Station project in the amount of $300,000, along with the cost sharing requirement of $100,000.

In March 2024, the City of Livermore passed Resolution 2024-036 authorizing the City Manager to execute an agreement with Zone 7 for the 2022 Urban Community Drought Relief Local Project Grant Program. This agreement was executed on March 30, 2024.

The WRP Recycled Water Fill Station Project will consist of an automated self-service recycled water fill station that will allow residential customers access to recycled water for irrigation and other non-potable uses. The automated fill station will provide a permanent year-round recycled water source for residents. This project is expected to increase recycled water use locally by approximately 18 acre-feet per year.

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

1. Approves adding WRP Recycled Water Fill Station Project 2025-27 to the 2023-2028 Capital Improvement Plan;

2. Authorizes allocating $10,000 in Wastewater Replacement Funds (Fund 622) to the FY 2024-25 budget of the Recycled Water Fill Station Project 2025-27; and

3. Authorizes allocating $30,000 in DWR Drought Relief Grant Funds (Fund 622) to the FY 2024-25 budget of the Recycled Water Fill Station Project 2025-27.

On motion of Council Member_____, seconded by Council Member_____, the foregoing resolution was passed and adopted on April 28, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Urban Community Drought Relief Grant
Exhibit B – Award Notification for Urban Community Drought Relief Grant Program
Exhibit C – Resolution 2024-036
Exhibit D – 2022 Urban Community Drought Relief Local Project Sponsor Agreement

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND ZONE 7 WATER AGENCY AGREEMENT NUMBER 4600015378 URBAN COMMUNITY DROUGHT RELIEF GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the Zone 7 Water Agency, a special district in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on July 1, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2026, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2027.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $2,242,500. Any additional costs are the responsibility of the Grantee.

4) GRANTEE REQUIRED COST SHARE. The Grantee is required to provide a local cost share (non-State funds) in the amount of $768,049, as set forth in Exhibit B (Budget). Required Cost Share must be for Eligible Project Costs directly related to the Project as set forth in Exhibit A (Work Plan), incurred after June 30, 2022.

5) BASIC CONDITIONS.

A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth in the 2022 Urban Community Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2022 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 13, “Submission of Reports” and Exhibit A, “Work Plan”.

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

   a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

   b) Documents that satisfy the CEQA process are received by the State, and

   c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

   The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 15, "Monitoring Plan Requirements," if applicable.

6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.

7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 30, 2022, may be eligible for reimbursement.

   Costs that are not eligible for reimbursement include, but are not limited to, the following items:

   A. Costs, other than those noted above, incurred prior to July 1, 2022.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

B. Costs for preparing and filing a grant application.

C. Purchase of equipment that is not an integral part of a project.

D. Establishing a reserve fund.

E. Purchase of water supply.

F. Replacement of existing funding sources (e.g., bridge loans).

G. Meals, food items, or refreshments.

H. Payment of any punitive regulatory agency requirement, federal or state taxes.

I. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

J. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

K. Mitigation for environmental impacts not resulting from implementation of a project funded by this Agreement. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

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Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide

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the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:

   i. Descriptive information of each project with an update on project status.
   ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced.
   iii. The names of the entities that will receive the funding for each project.
   iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

   v. Any other information that DWR may deem necessary.

C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 19, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

   i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

   ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

   iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
   1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
   2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
   3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
   4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment."

10) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 11, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.

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E. Failure to submit quarterly progress reports pursuant to Paragraph 5.

F. Failure to routinely invoice the State pursuant to Paragraph 8.

G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

A. Declare the funding be immediately repaid.

B. Terminate any obligation to make future payments to the Grantee.

C. Terminate the Grant Agreement.

D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 21 of the 2022 Guidelines and Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2022 Guidelines and Proposal Solicitation Package.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2022 Guidelines and Proposal Solicitation Package.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: https://sgma.water.ca.gov/portal/.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

13) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

C. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A and F.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

D. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

14) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, “Default Provisions.”

15) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”

16) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees

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that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

17) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	Zone 7 Water Agency
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 902-6713 Email: Arthur.Hinojosa@water.ca.gov	Valerie Pryor General Manager 100 North Canyons Parkway Livermore, CA 94551 Phone: (925) 454-5000 Email:vpryor@zone7water.com

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

Direct all inquiries to the Project Manager:

Department of Water Resources	Zone 7 Water Agency
Amenda Blackwell Environmental Scientist P.O. Box 942836 Sacramento, CA 94236 Phone: 916-326-9026 Email: Amanda.Blackwell@water.ca.gov	Kevin Padway Assistant Water Resources Planner 100 North Canyons Parkway Livermore, CA 94550 Phone: (925) 454-5020 Email: kpadway@zone7water.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

20) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

ah

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 11/27/2023

ZONE 7 WATER AGENCY

Valerie Pryor

Valerie Pryor
General Manager

Date 11/22/2023

Approved as to Legal Form and Sufficiency

James Herink For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 11/27/2023

AMO CB

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EXHIBIT A

WORK PLAN

Grant Administration

IMPLEMENTING AGENCY: Zone 7 Water Agency (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

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PROJECT 1: Dublin Irrigation System Upgrades

IMPLEMENTING AGENCY: City of Dublin (City)

PROJECT DESCRIPTION: The project will achieve four improvements to the City's Central Irrigation System: 1) Communications – Provide necessary improvements to existing system to ensure adequate communication between the central system and irrigation controllers throughout all City maintained landscapes; 2) System Optimization and Operations – For 25 of the City's large landscapes provide advanced site-specific scheduling to improve overall water efficiency and landscape quality based on the following factors: soil, plant type, slope, sun, shade, etc. Additionally, provide operational and training support for City Staff to maintain and continue system operations; 3) System Upgrades – Install up to 40 new controllers with cellular communication capable of communicating with the Central Irrigation System along street medians west of Dougherty Road in Dublin; and 4) The work will also include up to forty master valve and flow systems that can shut off in the event of an unscheduled flow. It is anticipated that by completing all three measures the City of Dublin park system will reduce water usage by approximately 28 acre-feet per year based on acreage of City maintained landscapes as of July 1, 2023.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

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Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Encroachment Permit from the City of Dublin

Deliverables:

- Permits as required

Task 7: Design

Design will require: 1) Complete communication connections 2) Complete system programming and optimization 3) Complete plans and specifications for the replacement of irrigation controllers and installation of master-valve/flow sensors.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

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Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
-

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Contractor will establish systems, personnel, procure equipment and materials in preparation to complete work. At the end of the project the contractor will complete punchlist and scale down operations to closeout the work.

11(b): Site preparation will include removal of up to 40 existing controllers, excavation and demolition of existing improvements.

11(c): Install, construct, excavate Up to 40 new controllers and up to 40 master valve and flow systems will be installed.

11(d): Improve: The improvements will result in up to 40 new controllers and up to 40 master valve and flow systems being installed.

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Program activities are outlined below:

11(e): Communication Upgrades: Working with the City's Central System vendor and irrigation consultant identify the issues with communications between the Central System and irrigation controllers. Take corrective measures to ensure operational effectiveness of the system.

11(f): System Optimization and Operations: The City's irrigation consultant will evaluate twenty-five of the City's large landscapes and will provide advanced sites-specific scheduling based on soil, plant type, slope, sun, shade et cetera to improve overall water efficiency.

11(g): System Optimization and Operations: The City's irrigation consultant along with the Central System vendor will provide operation and training support for City Staff to maintain and operate the system on-going.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 2: Citywide Turf Reduction

IMPLEMENTING AGENCY: City of Livermore (City)

PROJECT DESCRIPTION: This project will help the City reduce non-functional turf at various City properties, thereby reducing the demand for potable water. The City anticipates replacing approximately 109,000 square feet of turf in at least five City owned sites. This turf would be replaced with a drought tolerant landscape and incorporate drip irrigation. The project would reduce water demand by approximately 21 acre-feet per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not Applicable.

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Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Initial planning has been completed on this project. Five sites have been identified and City staff will work with a consultant to draft initial designs. Conceptual planting designs will be available as part of the Project Monitoring Plan.

Deliverables:

- Site plans

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable

Task 7: Design

The City currently maintains approximately 18.25 acres of turf, with 15.5 acres irrigated with potable water. The remainder is irrigated with reclaimed water.

The landscape designs for the five proposed turf reduction areas (1) City Center Campus, (2) Arroyo Road, (3) East Avenue, (4) Crater Way, and (5) Maintenance Service Center place a specific emphasis on replacing turf with low water use plantings while maintaining aesthetics. In addition, planting strategies such as minimizing clustering, proper tree spacing, and considering full maturity of plants will reduce maintenance requirements and increase plant health.

The landscape design renovations will include updating the irrigation systems from overhead sprays to individual plant bubblers. Irrigation strategies will include isolated lateral lines, drip irrigation and timings. Individual circuits to certain trees or tree clusters will help sustain trees when mandatory water restrictions are required, including further reductions.

Competitive bid contractors would be utilized for the renovations.

Deliverables:

- Final designs

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization is not required for the turf reduction projects.

11(b): Site preparation is minimal and includes turf removal and/or sheet mulching.

11(c): Low water use landscaping and/or ground cover such as mulch will be installed. Drip irrigation will also be installed where necessary at the five identified sites. Excavation will not be required since each site will sheet mulch over existing turf.

Deliverables:

- Photographic Documentation of Progress

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

PROJECT 3: Recycled Water Fill Station

IMPLEMENTING AGENCY: City of Livermore

PROJECT DESCRIPTION: This project will construct an automated self-service recycled water fill station that will allow residential customers access to recycled water for irrigation and other non-potable uses. The automated fill station would provide a permanent year-round recycled water source for many residents. This project will increase recycled water use locally by approximately 18 acre-feet per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Preliminary planning has been completed for this project. A site located at the Water Resources Plant has been identified. A site plan will be available as part of the Project Monitoring Plan.

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Deliverables:

- Site Plan

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The project will require connection to existing electrical service that may be subject to permits. No other permits will be required to complete this project.

Deliverables:

- Permits as required

Task 7: Design

The fill station location is adjacent to existing roadway at the entrance of the plant. Two fill station machines will be installed. The fill stations will be unmanned with automated access control. The installation will include a trenched connection to existing water supply and electrical service.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

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Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization including preparation of submittals and layout in city provided space near construction site.

11(b): Site preparation will include signage, barricades segregating public from construction site, traffic control, and clearing and grubbing.

11(c): Utility trenching including connecting to existing point of electrical service and water supply, installation of water supply piping, related valves, and meter; conduits and conductors for access control; and backfill compaction and surface restoration.

11(d): Fill station construction including forming and pouring concrete service pads, bollards, signage, and installation of pre-packaged fill station equipment (nozzle, stand, etc.).

11(e): Installation of access control and connection to existing electrical supply.

This project is located at the existing Water Reclamation Facility, so construction impacts will be minimal.

Deliverables:

- Photographic Documentation of Progress

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

PROJECT 4: Fire Department Training Water Recirculation System

IMPLEMENTING AGENCY: Alameda County Fire Department (ACFD)

PROJECT DESCRIPTION: ACFD will purchase four portable training water recirculation systems to incorporate into trainings. These systems will allow the department to train at the required National Fire Protection Association (NFPA) and the fire department standards without excess water loss. The portable water recirculation systems will allow ACFD to continue to train to the required NFPA standards (flowing at full operational capacity), while recapturing water and recirculating it. Through the training implementation component, the recirculation equipment is estimated to conserve approximately 140 acre-feet per year and improve the readiness of the region's first responders. Standard operational guidelines would be developed to modify the training procedures to utilize the portable water recirculating systems.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Task 5: CEQA Documentation

Not applicable.

Task 6: Permitting

Not applicable.

Task 7: Operating Documentation

This project requires modifying ACFD Standard Operating Guidelines for our firefighter and engineer water flow and hydraulics operations. These changes will memorialize the operational use and require how actual water flow, for training purposes, is addressed utilizing these new systems.

Deliverables:

- Updated Operating Guidelines, if requested

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements.

Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. This task must comply with Alameda County's Procurement Policies and Procedures.

Deliverables:

- Required procurement documentation per Alameda County's Procurement Policies and Procedures.

Task 10: Construction

The implementing agency will perform the following tasks:

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

- Purchase and insert four portable training water recirculation systems into service and incorporate into regular trainings (as feasible) for all battalions
    - Units will primarily be based at the ACFD regional training center, their portability allows for them to be moved around the regional training center and offsite for different training scenarios and evolutions
- Provide digital project photos pre/post addition of the systems
- Collect site-specific data on recirculation equipment savings for program evaluation

Deliverables:

- Photographic Documentation of Progress
- DWR Certificate of Project Completion

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EXHIBIT B

BUDGET

AGREEMENT BUDGET SUMMARY

Required Minimum Cost Share: $768,049

	PROJECTS	Grant Amount	Required Cost Share	All Other Cost	Total Cost	Cost Share Waiver
1	Dublin Irrigation System Upgrades	$1,380,000	$460,000	$0	$1,840,000	No
2	Citywide Turf Reduction	$262,500	$87,500	$0	$350,000	No
3	Recycled Water Fill Station	$300,000	$100,000	$0	$400,000	No
4	Fire Department Training Water Recirculation System	$300,000	$120,549	$61,647	$482,196	No
	GRAND TOTAL	**$2,242,500**	**$768,049**	**$61,647**	**$3,072,196**	

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

PROJECT 1: Dublin Irrigation System Upgrades

Implementing Agency: City of Dublin

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	$0	$5,000	$0	$5,000
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$200,000	$260,000	$0	$460,000
(d)	Construction / Implementation	$1,180,000	$195,000	$0	$1,375,00
	TOTAL COSTS	$1,380,000	$460,000	$0	$1,840,000

NOTES:

* City of Dublin will provide the cost share.

PROJECT 2: Citywide Turf Reduction

Implementing Agency: City of Livermore

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	$0	$2,400	$0	$2,400
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$0	$25,000	$0	$25,000
(d)	Construction / Implementation	$262,500	$60,100	$0	$322,600
	TOTAL COSTS	$262,500	$87,500	$0	$350,000

NOTES:

* City of Livermore will provide the cost share unless other non-state funds are obtained.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

PROJECT 3: Recycled Water Fill Station Implementing Agency

Implementing Agency: City of Livermore

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	$0	$2,400	$0	$2,400
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$0	$25,000	$0	$25,000
(d)	Construction / Implementation	$300,000	$72,600	$0	$372,600
	TOTAL COSTS	$300,000	$100,000	$0	$400,000

NOTES:

* City of Livermore will provide the cost share unless other non-state funds are obtained.

PROJECT 4: Fire Department Training Water Recirculation System

Implementing Agency: Alameda County Fire Department

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost*	Total Cost
(a)	Project Administration	$0	$0	$2,196	$2,196
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$0	$0	$0	$0
(d)	Construction / Implementation	$300,000	$120,549	$59,451	$480,000
	TOTAL COSTS	$300,000	$120,549	$61,647	$482,196

NOTES:

* Alameda County Fire Department will provide the cost share.

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

EXHIBIT C

SCHEDULE

PROJECT 1: Dublin Irrigation System Upgrades

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	7/1/2023	9/30/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	7/1/2023	1/1/2025
d	Construction / Implementation	6/1/2025	6/31/2026

PROJECT 2: Citywide Turf Reduction

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	8/1/2023	9/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	8/1/2023	8/31/2024
d	Construction / Implementation	9/1/2024	6/30/2025

PROJECT 3: Recycled Water Fill Station

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	8/1/2023	12/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	8/1/2023	12/30/2025
d	Construction / Implementation	1/1/2026	11/30/2026

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

PROJECT 4: Fire Department Training Water Recirculation System

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	3/1/2023	9/1/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	N/A	N/A
d	Construction / Implementation	3/1/2023	6/30/2025

DocuSign Envelope ID: 4D960CEA-1940-4EBD-91FA-2C792D84322B

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne

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by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.

D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.

D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

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B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

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C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

i. The dangers of drug abuse in the workplace,

ii. Grantee's policy of maintaining a drug-free workplace,

iii. Any available counseling, rehabilitation, and employee assistance programs, and

iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

i. Will receive a copy of Grantee's drug-free policy statement, and

ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

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D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.

D.18. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).

B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

C. Comply with all applicable California, federal, and local laws and regulations.

D. Implement the Project in accordance with applicable provisions of the law.

E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.

F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

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H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.19. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: http://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing

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the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

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D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or

B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

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D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.

D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.42. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

D.43. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.44. TIMELINESS: Time is of the essence in this Funding Agreement.

D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:

A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of

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Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

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ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 22-90

A Resolution of the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7 Authorizing the Grant Application, Acceptance, and Execution for the Tri-Valley Water Conservation and Resilience Project

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 proposes to implement the Tri-Valley Water Conservation and Resilience Project with local project sponsors;

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 intends to apply for grant funding from the California Department of Water Resources for the Tri-Valley Water Conservation and Resilience Project;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7 as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.

2. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

3. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

4. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to enter into any agreements with local project sponsors necessary to facilitate a regional grant application, project, and administration, including disbursement of funds of funds it receives from DWR to local project sponsors as appropriate and consistent with any grant agreements and amendments with DWR.

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I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7, at the meeting held on November 16, 2022, motion by Director Ramirez Holmes and seconded by Director Benson, motion passed by the following vote:

AYES: DIRECTORS BENSON, FIGUERS, GAMBS, GREEN, PALMER, RAMIREZ HOLMES, SANWONG

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

DocuSigned by:
FD24C39F3617445...

Sarah Palmer
President, Board of Directors

Attest:

DocuSigned by:
Donna Fabian
9A9BAE9E21714A4...

Donna Fabian
Board Secretary

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved

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- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR

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Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

If applicable, groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.

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4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Dublin Irrigation System Upgrades

Sponsor Agency: City of Dublin

Agency Address: 100 Civic Plaza, Dublin CA 94568

Project Location: Dublin, CA 94568

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Citywide Turf Reduction

Sponsor Agency: City of Livermore

Agency Address: 3500 Robertson Park Road

Project Location: Livermore, CA 94550

Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Recycled Water Fill Station

Sponsor Agency: City of Livermore

Agency Address: 101 West Jack London Blvd.

Project Location: Livermore, CA 94551

Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Fire Department Training Water Recirculation System

Sponsor Agency: Alameda County Fire Department

Agency Address: 6363 Clark Ave., Dublin, CA 94568

Project Location: Castro Valley, Dublin, Newark, San Leandro, and Union City, CA.

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.

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13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.

14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.

17. Subject property leasing and operating cost history, including all items of income and expense.

18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.

19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.

20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.

21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.

22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.

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23. Map(s) showing all comparable properties in relation to the subject property.

24. Photographs and plat maps of comparable properties.

25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.

26. Comparable data sheets.

    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

    b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

    c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

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32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
    - Generic markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

Certificate Of Completion

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Status: Completed
Subject: Complete with DocuSign: 4600015378 Agreement.pdf
FormID:
Optional 1:
Source Envelope:
Document Pages: 58 | Signatures: 3 | Envelope Originator:
Certificate Pages: 6 | Initials: 2 | Graber, Lana
AutoNav: Enabled | 715 P Street
EnvelopeId Stamping: Enabled | Sacramento, CA 95814
Time Zone: (UTC-08:00) Pacific Time (US & Canada) | Lana.Graber@water.ca.gov
IP Address: 136.200.53.17

Record Tracking

Status: Original | Holder: Graber, Lana | Location: DocuSign
2023/11/09 | 10:11 | Lana.Graber@water.ca.gov
Security Appliance Status: Connected | Pool: StateLocal
Storage Appliance Status: Connected | Pool: Department of Water Resources | Location: DocuSign

Signer Events	Signature	Timestamp
Ann Marie Ore AnnMarie.Ore@water.ca.gov Program Manager II Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 76.149.127.51	Sent: 2023/11/09 | 10:23 Resent: 2023/11/14 | 08:39 Viewed: 2023/11/15 | 12:37 Signed: 2023/11/16 | 12:35
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carmel Brown Carmel.Brown@water.ca.gov Financial Assistance Branch Manager/Program Manager Department of Water Resources Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 76.126.190.77	Sent: 2023/11/16 | 12:35 Viewed: 2023/11/22 | 11:39 Signed: 2023/11/22 | 11:40
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Pryor vpryor@zone7water.com General Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.9.21.134	Sent: 2023/11/22 | 11:40 Viewed: 2023/11/22 | 13:52 Signed: 2023/11/22 | 13:53
Electronic Record and Signature Disclosure: Accepted: 2023/11/22 | 13:52 ID: fd7cd78b-dec3-4402-b78c-28e901accf43		
James Herink James.Herink@water.ca.gov Attorney IV Department of Water Resources Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.2.6.220	Sent: 2023/11/22 | 13:54 Viewed: 2023/11/27 | 07:57 Signed: 2023/11/27 | 07:59
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Arthur Hinojosa arthur.hinojosa@water.ca.gov Manager, Division of Regional Assistance Department of Water Resources Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 69.62.243.5	Sent: 2023/11/27 | 09:26 Viewed: 2023/11/27 | 14:56 Signed: 2023/11/27 | 14:57
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Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Stephanie Hara Stephanie.Hara@water.ca.gov Environmental Scientist Security Level: Email, Account Authentication (None)	COPIED	Sent: 2023/11/22 | 11:40
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joelin Nordine joelin.nordine@water.ca.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 2023/11/22 | 11:40
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amanda Blackwell Amanda.Blackwell@water.ca.gov Environmental Scientist Security Level: Email, Account Authentication (None)	COPIED	Sent: 2023/11/22 | 11:40 Viewed: 2023/11/22 | 12:03
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matthew Bates Matthew.Bates@water.ca.gov Assistant Manager, Division of Regional Assistance Department of Water Resources Security Level: Email, Account Authentication (None)	COPIED	Sent: 2023/11/27 | 09:26
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Padway kpadway@zone7water.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2023/11/27 | 14:57 Viewed: 2023/11/27 | 15:23

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2023/11/09 | 10:23
Envelope Updated	Security Checked	2023/11/09 | 10:50
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Envelope Updated	Security Checked	2023/11/14 | 11:05
Certified Delivered	Security Checked	2023/11/27 | 14:56
Signing Complete	Security Checked	2023/11/27 | 14:57
Completed	Security Checked	2023/11/27 | 14:57

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

EXHIBIT A

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: (916) 653-5791
To contact us by paper mail, please send correspondence to:
Department of Water Resources
P.O. Box 942836
Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Water Resources
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davisi@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

DEPARTMENT OF WATER RESOURCES
P.O. Box 942836
Sacramento, CA 94236-0001
(916) 653-5791

June 12, 2023

Kevin Padway
Water Resources Planner
Zone 7 Water Agency
100 N. Canyons Parkway
Livermore, CA 94551

Award Notification for Urban Community Drought Relief Grant Program

Dear Kevin Padway:

Congratulations! We are pleased to inform you that the following projects, filed by Zone 7 Water Agency, have been awarded **$2,242,500** by the Department of Water Resources (DWR) for the Urban Community Drought Relief Grant Program:

- **$262,500** was awarded to the Citywide Turf Reduction Projects
- **$300,000** was awarded to the Recycled Water Fill Station
- **$1,380,000** was awarded to the Dublin Irrigation System Upgrades
- **$300,000** was awarded to the Fire Dept. Training Water Recirculation System

Costs incurred after June 30, 2022 will be eligible for grant reimbursement. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the Agreement Template for your reference.

Your timely attention is directed to the following requirements:

Within 14 calendar days of the date of this award letter:

Award Acceptance - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of **$2,242,500**. This letter/e-mail should also confirm the proper billing address for your organization (where reimbursement checks will be sent).

Electronic Signatures - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for all transactions related to this award (see attached sample). If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

Following receipt of the award acceptance, DWR will provide you with a draft agreement and work with you to finalize and execute the agreement. Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to urbandrought@water.ca.gov. The subject line of the email should include “Zone 7 Water Agency

ANL Items".

Please contact Ashley Gilreath at Ashley.Gilreath@water.ca.gov or (916) 902-6717 or Stephanie Hara at Stephanie.Hara@water.ca.gov or (916) 902-6992 for any questions regarding the required materials.

Again, congratulations to you and your Local Project Sponsors on this well-deserved grant award. Our team appreciates your time and effort to respond to this grant solicitation process and we will be reaching out in coming months to get your feedback. We look forward to working with you to complete these drought relief projects to build water resilience in your communities.

Sincerely,



Carmel Brown

Manager, Financial Assistance Branch

Division of Regional Assistance

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IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 FOR PARTICIPATION IN THE 2022 URBAN COMMUNITY DROUGHT RELIEF LOCAL PROJECT GRANT PROGRAM

In June 2022, Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7) applied for the 2022 Urban Community Drought Relief Grant Program through the California Department of Water Resources (DWR) that included projects from and on behalf of the City of Livermore. The program supports drought resilience planning, water conservation and other activities that provide reductions in water consumption or improvements to water supply reliability. The program requires a minimum non-state cost share of 25% of the total application cost for each local project.

In June 2023, DWR awarded Zone 7 funding for the City of Livermore Citywide Turf Reduction project in the amount of $262,500 with a cost sharing requirement of $87,500; and the Recycled Water Fill Station project in the amount of $300,000, with a cost sharing requirement of $100,000.

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

1. Authorizes the City Manager to execute an agreement with Alameda County Flood Control and Water Conservation District, Zone 7 for the 2022 Urban Community Drought Relief Local Project Grant Program, in substantially the same form as the attached Exhibit A, which is incorporated by this reference.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member Branning, seconded by Council Member Kiick, the foregoing resolution was passed and adopted on March 25, 2024, by the following vote:

AYES: Council Members Barrientos, Branning, Kiick, Vice Mayor Carling, and Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

DocuSigned by:
Deborah L. Elam
C27B9B262791420...
Deborah L. Elam
Acting City Clerk
3/26/2024 | 1:08 PM PDT

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
245F8B35F34C457...
Tara Mazzanti
Assistant City Attorney

Exhibit A – Agreement with Alameda County Flood Control and Water Conservation District, Zone 7

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

AGREEMENT BETWEEN ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 AND CITY OF LIVERMORE - 2022 URBAN COMMUNITY DROUGHT RELIEF LOCAL PROJECT SPONSOR AGREEMENT

This Local Project Sponsor Agreement ("Agreement") is entered into on this 30th day of March, 2024, between Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7") and the City of Livermore (hereinafter referred to as Local Project Sponsor Grantee "LPS"). Zone 7 and LPS are collectively referred to as the "Parties," and each individually as a "Party."

Recitals

WHEREAS, in 2022 Zone 7 applied for the 2022 Urban Community Drought Relief Grant Program through the California Department of Water Resources ("State Grant"); and

WHEREAS, said application included projects from multiple local project sponsors in the Livermore-Amador Valley and was submitted on their behalf; and

WHEREAS, California Department of Water Resources ("DWR") awarded Zone 7, $562,500 in funding for LPS's drought relief project along with cost sharing requirement of $187,500; and

WHEREAS, on November 27, 2023, Zone 7 executed a grant agreement between DWR and Zone 7 titled "GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND ZONE 7 WATER AGENCY AGREEMENT NUMBER 4600015378 URBAN COMMUNITY DROUGHT RELIEF GRANT" (the "State Agreement"), which is attached hereto and incorporated herein as Attachment 1; and

WHEREAS, two of the projects funded with the State Agreement are the "Recycled Water Fill Station Project" and the "Citywide Turf Reduction Project" (hereinafter collectively referred to as "Project") proposed by the LPS, with an estimated total project costs of $750,000 collectively; and

Agreement

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The recitals hereto are true and correct and are incorporated into the body of this Agreement as though set forth in full.

1. Term

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This Agreement will be in effect from the date of execution until the State Agreement between the DWR and Zone 7 is terminated, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs later.

Notwithstanding the date on which this Agreement is executed, Project costs incurred by the LPS after June 30, 2022, to the extent they are eligible for funding under and otherwise compliant with the State Grant and State Agreement, are eligible for reimbursement under this Agreement. All activities to implement the Project must be completed by December 31, 2026 to be eligible for State Grant funding.

2. Project, Subaward and Cost Share

a) Under the terms of this Agreement, the LPS will implement the Project as more particularly described in Attachment 1, and Zone 7 will disburse up to $562,500 of the State Grant to the LPS in accordance with the Grant Agreement. Said disbursements will only be made after Zone 7 receives such funds from DWR. The LPS will provide and document the cost share expenditures as required in the State Agreement.

b) Local Project Grantee Cost Share is required to fulfill a local cost share (non-State funds) in the amount of $187,500 of the total estimated total project costs of $750,000, as set forth in Exhibit B to the State Agreement (Budget). Required Cost Share must be for Eligible Project Costs directly related to the Project as set forth in Exhibit A to the State Agreement (Work Plan), incurred after June 30, 2022.

3. Zone 7 Obligations

a. Zone 7 will undertake and complete administrative and management responsibilities relating solely to Grant Administration, in accordance with the State Agreement attached hereto as Attachment 1, under "Exhibit A – Workplan – Grant Administration," that are not related solely to Local Projects.

b. Zone 7 shall disburse grant funds as required or permitted by the State Agreement. Notwithstanding the foregoing, Zone 7 is not obligated to disburse any funds to the LPS until such grant funds are authorized and disbursed from DWR to Zone 7.

c. Zone 7 will promptly notify the LPS of any notices given or actions taken by DWR if such notices or actions are likely to affect LPS's performance, duties, obligations or funding under this Agreement, including but not limited to notices from DWR regarding LPS's invoices under Section 8 of the State Agreement or alleged default related to the Project under Section 11 of the State Agreement.

4. LPS Obligations

a. The LPS is, and at all times will continue to be, in full compliance with the terms and conditions of the State Agreement as a recipient of the State Grant for its particular project. LPS shall be responsible for all of Grantee's responsibilities pursuant to the State Agreement as if LPS were Grantee, including but not limited to those specific responsibilities discussed in this Agreement, except otherwise expressly stated in this

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Agreement. LPS understands and agrees that for the terms and conditions of the State Agreement which pertain to the Project, are hereby passed through to, and adopted by LPS as obligations of LPS, excepting only Zone 7's obligations as defined in paragraph 3 of this Agreement.

b. The LPS is solely responsible for all Project costs, including any amount exceeding the project budget of $750,000, and submitting eligible costs for reimbursements as per the terms of the State Agreement. The LPS is required to maintain all financial records associated with the total project cost for inclusion in the final project report.

c. In accordance with the State Agreement, the LPS may submit invoices for expenses incurred after July 1, 2022 for grant reimbursement and to meet cost share requirements.

d. The LPS hereby assumes responsibility for submitting Post-Performance Reports as required under Section 13.D of the State Agreement. Reports will be sent by LPS to Zone 7 within sixty calendar days after the first operational year of the Project and annually for a total of 3 years following Project completion, for submittal to DWR .

e. The LPS hereby assumes responsibility for the following as required under Section 14 of the State Agreement; (a) Operating and maintaining facilities and structures of the Project, (b) all costs for the operation and maintenance of the facilities and structures of the Project, and (c) performing as required under (a) and (b) for the period required by the State Agreement.

f. The obligations of Paragraph 4d and Paragraph 6 of this Agreement shall survive the termination of this Agreement.

g. The LPS shall not cause Zone 7 to be in violation of the State Agreement, whether by act or omission.

h. In the event of an audit from DWR, LPS shall provide all information Zone 7 requests to fulfill the audit. If the audit finds any compliance deficiency related to the LPS's Project, reporting, or obligations of this agreement, the LPS shall make all remedies necessary to correct said deficiency. LPS will be responsible for any such deficiency and all results therefrom.

5. Breach of State Agreement

If DWR determines there is a breach of the State Agreement, and Zone 7 determines the breach is a result of the LPS not performing their obligations contained herein, or LPS otherwise being in breach of this Agreement, then the LPS agrees to return to Zone 7 any reimbursement which DWR declares needs to be repaid and Zone 7's costs associated with resolving the breach of State Agreement.

6. Inspection of Records; Pass-Through Provisions

Pursuant to the State Agreement, DWR is entitled to inspect and make copies of any records pertaining to the Project and the Parties are required to make available for such inspection accurate

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records of all costs, disbursements, and documentation as necessary to comply with the requirements of the State Agreement. LPS shall be subject to this requirement.

7. Indemnification

a. To the fullest extent permitted by law, the LPS will immediately defend, indemnify and hold harmless Zone 7, its directors, officers, employees, or authorized agents, and each of them from and against:

i. All claims, demands, liabilities and losses arising out of the performance (or actual or alleged non-performance) of the Project by the LPS, including its agents and employees for damages to persons or property arising, pertaining to or relating to the LPS's negligent acts or omissions or willful misconduct or the failure of LPS to comply with any professional standard of care applicable to the Project.

ii. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the intentional or negligent violation of any governmental law or regulation, compliance with which is the responsibility of LPS.

iii. Any and all reasonable losses, expenses, damages, attorneys' fees, and other costs, including all costs of defense, including but not only costs of counsel acceptable to Zone 7, which Zone 7 may incur with respect to the failure, neglect, or refusal of LPS to perform the Project or its obligations under the Agreement. LPS shall further defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of performance or non- performance of the work hereunder, and shall not tender such claims to Zone 7 nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

iv. Any liability including, but not limited to, arising from any funding disallowance, audits, demands, claims, actions, liabilities, damages, fines, fees, costs, and expenses brought forth by DWR.

v. Any liability, claims, or damages, Zone 7 is required to indemnify DWR from pursuant to Section D.20 of Exhibit D of the State Agreement, to the extent that they relate to the Project.

8. Termination

Upon termination of the State Agreement, this Agreement shall terminate effective the same date as the State Agreement and in accordance with the terms and conditions for the termination of the State Agreement.

9. Notice

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All notices or notifications to Zone 7 shall be in writing addressed to the persons set forth as follows:

Project Representative:
Valerie Pryor
General Manager
100 North Canyons Parkway
Livermore, CA 94551
vpryor@zone7water.com

Project Manager:
Kevin Padway
Assistant Water Resources Planner
100 North Canyons Parkway
Livermore, CA 94551
kpadway@Zone7water.com

All notices or notifications to the LPS shall be in writing addressed to the persons set forth as follows:

Project Representatives:
Joe Prime
Maintenance and Golf Operations Manager
3500 Robertson Park Road
Livermore, CA 94550
jgprime@livermoreca.gov

Anthony Smith
Water Resources Division Manager
101 West Jack London Blvd.
Livermore, CA 94551
awsmith@livermoreca.gov

Project Managers:
Marisa Gan
Management Analyst II, Public Works -Maintenance and Golf Operations
3500 Robertson Park Road
Livermore, CA 94550
mjgan@livermoreca.gov

Laura Mayate-DeAndreis
Management Analyst II, Public Works-Water Resources Divion
101 West Jack London Blvd.
Livermore, CA 94551
lamayate-deandreis@livermoreca.gov

10. Amendments

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This Agreement may be changed only by a written amendment duly signed by Zone 7 and the LPS.

11. Assignment

The LPS shall not assign its rights or delegate its duties under this Agreement.

12. Dispute Resolution

In the event of a dispute between the parties arising from this Agreement, both parties shall meet and confer to try to resolve the issue. If the parties are not able to resolve the issue, both parties shall agree to arbitration or mediation.

13. California Law

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

14. Validity and Severability

If any provision of this Agreement or the application thereof to any circumstance is held invalid, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby.

15. No Waiver

No wavier by either party of any event of breach and/or breach of any provisions of this Agreement shall constitute a waiver of any other event of breach and/or breach. Either Party's non-enforcement at any time, or from time to time, of any provisions of this Agreement shall not be construed as a waiver thereof.

16. Authorities

The individual signing this agreement on behalf of the LPS declare that they have the authority to enter into this agreement on behalf of the LPS. Documentation of said authority is attached hereto as Attachment 2.

17. Payment

Zone 7 is not receiving any compensation from the State Grant for grant administration, which is a burden on Zone 7, nor is Zone 7 receiving any grant funds for a project included in the State Agreement. Rather, Zone 7 is performing the grant administration to support regional water conservation. Zone 7 is willing to do this at no cost to the LPS, contingent upon timely, thorough, and substantive responses, submittals, reports, and other items needed for Zone 7 to effectively administer the State Agreement. In the event that the LPS fails to do so as determined

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by Zone 7 at its sole discretion, Zone 7 may decide to invoice LPS for, and LPS agrees to pay Zone 7 for, all costs of grant administration associated with the Project. Said costs may include labor (including fringe benefits), financial, and actual costs incurred in performance of grant administration.

18. Entire Agreement

This Agreement, together with the attachments hereto, constitutes the complete agreement between the Parties.

19. Intent

Any ambiguities within this agreement shall not be construed in a manner which places Zone 7 in a worse position than Zone 7 would have otherwise been in without the State Agreement.

20. DocuSign
All parties consent to using DocuSign for this agreement.

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Alameda County Flood Control and Water Conservation District, Zone 7

DocuSigned by:
Valerie Pryor
722D674BB3FC498...

Date: 3/30/2024 | 7:41 AM PDT

Valerie Pryor
General Manager

Approved as to Form:

DocuSigned by:
8E0F3619455D40E...

Date: 3/30/2024 | 6:09 AM PDT

Rebecca Smith, General Counsel

City of Livermore

DocuSigned by:
Marianna Marysheva
67FF33A39740458...

Date: 3/26/2024 | 6:14 PM PDT

Marianna Marysheva
City Manager

Approved as to Form:

DocuSigned by:
Tara Mazzanti
19DF47CAC5D0451...

DS

Date: 3/26/2024 | 9:05 AM PDT

Assistant/City Attorney

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Attachment 1: State Agreement

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
ZONE 7 WATER AGENCY
AGREEMENT NUMBER 4600015378
URBAN COMMUNITY DROUGHT RELIEF GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the Zone 7 Water Agency, a special district in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on July 1, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2026, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2027.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $2,242,500. Any additional costs are the responsibility of the Grantee.

4) GRANTEE REQUIRED COST SHARE. The Grantee is required to provide a local cost share (non-State funds) in the amount of $768,049, as set forth in Exhibit B (Budget). Required Cost Share must be for Eligible Project Costs directly related to the Project as set forth in Exhibit A (Work Plan), incurred after June 30, 2022.

5) BASIC CONDITIONS.

A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth in the 2022 Urban Community Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2022 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 13, “Submission of Reports” and Exhibit A, “Work Plan”.

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

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1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

   a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

   b) Documents that satisfy the CEQA process are received by the State, and

   c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

   The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 15, "Monitoring Plan Requirements," if applicable.

6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.

7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 30, 2022, may be eligible for reimbursement.

   Costs that are not eligible for reimbursement include, but are not limited to, the following items:

   A. Costs, other than those noted above, incurred prior to July 1, 2022.

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B. Costs for preparing and filing a grant application.

C. Purchase of equipment that is not an integral part of a project.

D. Establishing a reserve fund.

E. Purchase of water supply.

F. Replacement of existing funding sources (e.g., bridge loans).

G. Meals, food items, or refreshments.

H. Payment of any punitive regulatory agency requirement, federal or state taxes.

I. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

J. Overhead and Indirect Costs. “Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee’s or LPS’ organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

K. Mitigation for environmental impacts not resulting from implementation of a project funded by this Agreement. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, “Basic Conditions” are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a “wet signature” for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, “Submission of Reports.” Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

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Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide

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the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:

   i. Descriptive information of each project with an update on project status.
   ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced.
   iii. The names of the entities that will receive the funding for each project.
   iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

   v. Any other information that DWR may deem necessary.

C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 19, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

   i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

   ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

   iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

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iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
   1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
   2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
   3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
   4. Proof of distribution of advanced funds to LPS(s), if applicable.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment."

10) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 11, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.

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E. Failure to submit quarterly progress reports pursuant to Paragraph 5.

F. Failure to routinely invoice the State pursuant to Paragraph 8.

G. Failure to meet any of the requirements set forth in Paragraph 12, “Continuing Eligibility.”

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

A. Declare the funding be immediately repaid.

B. Terminate any obligation to make future payments to the Grantee.

C. Terminate the Grant Agreement.

D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 21 of the 2022 Guidelines and Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State’s website. For more information, visit the website listed in the 2022 Guidelines and Proposal Solicitation Package.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2022 Guidelines and Proposal Solicitation Package.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: https://sgma.water.ca.gov/portal/.

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F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

13) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

C. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A and F.

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Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

D. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

14) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, “Default Provisions.”

15) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, “Project Monitoring Plan Guidance.”

16) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees

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that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

17) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	Zone 7 Water Agency
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 902-6713 Email: Arthur.Hinojosa@water.ca.gov	Valerie Pryor General Manager 100 North Canyons Parkway Livermore, CA 94551 Phone: (925) 454-5000 Email:vpryor@zone7water.com

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

Direct all inquiries to the Project Manager:

Department of Water Resources	Zone 7 Water Agency
Amenda Blackwell Environmental Scientist P.O. Box 942836 Sacramento, CA 94236 Phone: 916-326-9026 Email: Amanda.Blackwell@water.ca.gov	Kevin Padway Assistant Water Resources Planner 100 North Canyons Parkway Livermore, CA 94550 Phone: (925) 454-5020 Email: kpadway@zone7water.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

20) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

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IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

ah

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 11/27/2023

ZONE 7 WATER AGENCY

Valerie Pryor

Valerie Pryor
General Manager

Date 11/22/2023

Approved as to Legal Form and Sufficiency

James Herink For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 11/27/2023

AMO CB

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EXHIBIT A

WORK PLAN

Grant Administration

IMPLEMENTING AGENCY: Zone 7 Water Agency (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

PROJECT 1: Dublin Irrigation System Upgrades

IMPLEMENTING AGENCY: City of Dublin (City)

PROJECT DESCRIPTION: The project will achieve four improvements to the City's Central Irrigation System: 1) Communications – Provide necessary improvements to existing system to ensure adequate communication between the central system and irrigation controllers throughout all City maintained landscapes; 2) System Optimization and Operations – For 25 of the City's large landscapes provide advanced site-specific scheduling to improve overall water efficiency and landscape quality based on the following factors: soil, plant type, slope, sun, shade, etc. Additionally, provide operational and training support for City Staff to maintain and continue system operations; 3) System Upgrades – Install up to 40 new controllers with cellular communication capable of communicating with the Central Irrigation System along street medians west of Dougherty Road in Dublin; and 4) The work will also include up to forty master valve and flow systems that can shut off in the event of an unscheduled flow. It is anticipated that by completing all three measures the City of Dublin park system will reduce water usage by approximately 28 acre-feet per year based on acreage of City maintained landscapes as of July 1, 2023.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Encroachment Permit from the City of Dublin

Deliverables:

- Permits as required

Task 7: Design

Design will require: 1) Complete communication connections 2) Complete system programming and optimization 3) Complete plans and specifications for the replacement of irrigation controllers and installation of master-valve/flow sensors.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
-

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Contractor will establish systems, personnel, procure equipment and materials in preparation to complete work. At the end of the project the contractor will complete punchlist and scale down operations to closeout the work.

11(b): Site preparation will include removal of up to 40 existing controllers, excavation and demolition of existing improvements.

11(c): Install, construct, excavate Up to 40 new controllers and up to 40 master valve and flow systems will be installed.

11(d): Improve: The improvements will result in up to 40 new controllers and up to 40 master valve and flow systems being installed.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

Program activities are outlined below:

11(e): Communication Upgrades: Working with the City's Central System vendor and irrigation consultant identify the issues with communications between the Central System and irrigation controllers. Take corrective measures to ensure operational effectiveness of the system.

11(f): System Optimization and Operations: The City's irrigation consultant will evaluate twenty-five of the City's large landscapes and will provide advanced sites-specific scheduling based on soil, plant type, slope, sun, shade et cetera to improve overall water efficiency.

11(g): System Optimization and Operations: The City's irrigation consultant along with the Central System vendor will provide operation and training support for City Staff to maintain and operate the system on-going.

Deliverables:

- Photographic Documentation of Progress

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

PROJECT 2: Citywide Turf Reduction

IMPLEMENTING AGENCY: City of Livermore (City)

PROJECT DESCRIPTION: This project will help the City reduce non-functional turf at various City properties, thereby reducing the demand for potable water. The City anticipates replacing approximately 109,000 square feet of turf in at least five City owned sites. This turf would be replaced with a drought tolerant landscape and incorporate drip irrigation. The project would reduce water demand by approximately 21 acre-feet per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not Applicable.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Initial planning has been completed on this project. Five sites have been identified and City staff will work with a consultant to draft initial designs. Conceptual planting designs will be available as part of the Project Monitoring Plan.

Deliverables:

- Site plans

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable

Task 7: Design

The City currently maintains approximately 18.25 acres of turf, with 15.5 acres irrigated with potable water. The remainder is irrigated with reclaimed water.

The landscape designs for the five proposed turf reduction areas (1) City Center Campus, (2) Arroyo Road, (3) East Avenue, (4) Crater Way, and (5) Maintenance Service Center place a specific emphasis on replacing turf with low water use plantings while maintaining aesthetics. In addition, planting strategies such as minimizing clustering, proper tree spacing, and considering full maturity of plants will reduce maintenance requirements and increase plant health.

The landscape design renovations will include updating the irrigation systems from overhead sprays to individual plant bubblers. Irrigation strategies will include isolated lateral lines, drip irrigation and timings. Individual circuits to certain trees or tree clusters will help sustain trees when mandatory water restrictions are required, including further reductions.

Competitive bid contractors would be utilized for the renovations.

Deliverables:

- Final designs

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization is not required for the turf reduction projects.

11(b): Site preparation is minimal and includes turf removal and/or sheet mulching.

11(c): Low water use landscaping and/or ground cover such as mulch will be installed. Drip irrigation will also be installed where necessary at the five identified sites. Excavation will not be required since each site will sheet mulch over existing turf.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 3: Recycled Water Fill Station

IMPLEMENTING AGENCY: City of Livermore

PROJECT DESCRIPTION: This project will construct an automated self-service recycled water fill station that will allow residential customers access to recycled water for irrigation and other non-potable uses. The automated fill station would provide a permanent year-round recycled water source for many residents. This project will increase recycled water use locally by approximately 18 acre-feet per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Preliminary planning has been completed for this project. A site located at the Water Resources Plant has been identified. A site plan will be available as part of the Project Monitoring Plan.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

Deliverables:

- Site Plan

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The project will require connection to existing electrical service that may be subject to permits. No other permits will be required to complete this project.

Deliverables:

- Permits as required

Task 7: Design

The fill station location is adjacent to existing roadway at the entrance of the plant. Two fill station machines will be installed. The fill stations will be unmanned with automated access control. The installation will include a trenched connection to existing water supply and electrical service.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

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Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization including preparation of submittals and layout in city provided space near construction site.

11(b): Site preparation will include signage, barricades segregating public from construction site, traffic control, and clearing and grubbing.

11(c): Utility trenching including connecting to existing point of electrical service and water supply, installation of water supply piping, related valves, and meter; conduits and conductors for access control; and backfill compaction and surface restoration.

11(d): Fill station construction including forming and pouring concrete service pads, bollards, signage, and installation of pre-packaged fill station equipment (nozzle, stand, etc.).

11(e): Installation of access control and connection to existing electrical supply.

This project is located at the existing Water Reclamation Facility, so construction impacts will be minimal.

Deliverables:

- Photographic Documentation of Progress

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

PROJECT 4: Fire Department Training Water Recirculation System

IMPLEMENTING AGENCY: Alameda County Fire Department (ACFD)

PROJECT DESCRIPTION: ACFD will purchase four portable training water recirculation systems to incorporate into trainings. These systems will allow the department to train at the required National Fire Protection Association (NFPA) and the fire department standards without excess water loss. The portable water recirculation systems will allow ACFD to continue to train to the required NFPA standards (flowing at full operational capacity), while recapturing water and recirculating it. Through the training implementation component, the recirculation equipment is estimated to conserve approximately 140 acre-feet per year and improve the readiness of the region's first responders. Standard operational guidelines would be developed to modify the training procedures to utilize the portable water recirculating systems.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Task 5: CEQA Documentation

Not applicable.

Task 6: Permitting

Not applicable.

Task 7: Operating Documentation

This project requires modifying ACFD Standard Operating Guidelines for our firefighter and engineer water flow and hydraulics operations. These changes will memorialize the operational use and require how actual water flow, for training purposes, is addressed utilizing these new systems.

Deliverables:

- Updated Operating Guidelines, if requested

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements.

Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. This task must comply with Alameda County's Procurement Policies and Procedures.

Deliverables:

- Required procurement documentation per Alameda County's Procurement Policies and Procedures.

Task 10: Construction

The implementing agency will perform the following tasks:

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

- Purchase and insert four portable training water recirculation systems into service and incorporate into regular trainings (as feasible) for all battalions
    - Units will primarily be based at the ACFD regional training center, their portability allows for them to be moved around the regional training center and offsite for different training scenarios and evolutions
- Provide digital project photos pre/post addition of the systems
- Collect site-specific data on recirculation equipment savings for program evaluation

Deliverables:

- Photographic Documentation of Progress
- DWR Certificate of Project Completion

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

EXHIBIT B

BUDGET

AGREEMENT BUDGET SUMMARY

Required Minimum Cost Share: $768,049

	PROJECTS	Grant Amount	Required Cost Share	All Other Cost	Total Cost	Cost Share Waiver
1	Dublin Irrigation System Upgrades	$1,380,000	$460,000	$0	$1,840,000	No
2	Citywide Turf Reduction	$262,500	$87,500	$0	$350,000	No
3	Recycled Water Fill Station	$300,000	$100,000	$0	$400,000	No
4	Fire Department Training Water Recirculation System	$300,000	$120,549	$61,647	$482,196	No
	GRAND TOTAL	**$2,242,500**	**$768,049**	**$61,647**	**$3,072,196**	

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

PROJECT 1: Dublin Irrigation System Upgrades

Implementing Agency: City of Dublin

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	$0	$5,000	$0	$5,000
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$200,000	$260,000	$0	$460,000
(d)	Construction / Implementation	$1,180,000	$195,000	$0	$1,375,00
	TOTAL COSTS	$1,380,000	$460,000	$0	$1,840,000

NOTES:

* City of Dublin will provide the cost share.

PROJECT 2: Citywide Turf Reduction

Implementing Agency: City of Livermore

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	$0	$2,400	$0	$2,400
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$0	$25,000	$0	$25,000
(d)	Construction / Implementation	$262,500	$60,100	$0	$322,600
	TOTAL COSTS	$262,500	$87,500	$0	$350,000

NOTES:

* City of Livermore will provide the cost share unless other non-state funds are obtained.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

PROJECT 3: Recycled Water Fill Station Implementing Agency

Implementing Agency: City of Livermore

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost	Total Cost
(a)	Project Administration	$0	$2,400	$0	$2,400
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$0	$25,000	$0	$25,000
(d)	Construction / Implementation	$300,000	$72,600	$0	$372,600
	TOTAL COSTS	$300,000	$100,000	$0	$400,000

NOTES:

* City of Livermore will provide the cost share unless other non-state funds are obtained.

PROJECT 4: Fire Department Training Water Recirculation System

Implementing Agency: Alameda County Fire Department

	BUDGET CATEGORY	Grant Amount	Required Cost Share*	All Other Cost*	Total Cost
(a)	Project Administration	$0	$0	$2,196	$2,196
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$0	$0	$0	$0
(d)	Construction / Implementation	$300,000	$120,549	$59,451	$480,000
	TOTAL COSTS	$300,000	$120,549	$61,647	$482,196

NOTES:

* Alameda County Fire Department will provide the cost share.

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EXHIBIT C

SCHEDULE

PROJECT 1: Dublin Irrigation System Upgrades

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	7/1/2023	9/30/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	7/1/2023	1/1/2025
d	Construction / Implementation	6/1/2025	6/31/2026

PROJECT 2: Citywide Turf Reduction

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	8/1/2023	9/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	8/1/2023	8/31/2024
d	Construction / Implementation	9/1/2024	6/30/2025

PROJECT 3: Recycled Water Fill Station

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	8/1/2023	12/31/2026
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	8/1/2023	12/30/2025
d	Construction / Implementation	1/1/2026	11/30/2026

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

PROJECT 4: Fire Department Training Water Recirculation System

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	3/1/2023	9/1/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	N/A	N/A
d	Construction / Implementation	3/1/2023	6/30/2025

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.

D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.

D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

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B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

i. The dangers of drug abuse in the workplace,

ii. Grantee’s policy of maintaining a drug-free workplace,

iii. Any available counseling, rehabilitation, and employee assistance programs, and

iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

i. Will receive a copy of Grantee’s drug-free policy statement, and

ii. Will agree to abide by terms of Grantee’s condition of employment, contract or subcontract.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.

D.18. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).

B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

C. Comply with all applicable California, federal, and local laws and regulations.

D. Implement the Project in accordance with applicable provisions of the law.

E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.

F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.19. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: http://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing

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the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

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D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or

B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

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D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.

D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.42. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

D.43. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.44. TIMELINESS: Time is of the essence in this Funding Agreement.

D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:

A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of

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Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

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ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 22-90

A Resolution of the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7 Authorizing the Grant Application, Acceptance, and Execution for the Tri-Valley Water Conservation and Resilience Project

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 proposes to implement the Tri-Valley Water Conservation and Resilience Project with local project sponsors;

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Alameda County Flood Control and Water Conservation District, Zone 7 intends to apply for grant funding from the California Department of Water Resources for the Tri-Valley Water Conservation and Resilience Project;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7 as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.

2. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

3. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

4. The Alameda County Flood Control and Water Conservation District, Zone 7, General Manager, or designee is hereby authorized and directed to enter into any agreements with local project sponsors necessary to facilitate a regional grant application, project, and administration, including disbursement of funds of funds it receives from DWR to local project sponsors as appropriate and consistent with any grant agreements and amendments with DWR.

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I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7, at the meeting held on November 16, 2022, motion by Director Ramirez Holmes and seconded by Director Benson, motion passed by the following vote:

AYES: DIRECTORS BENSON, FIGUERS, GAMBS, GREEN, PALMER, RAMIREZ HOLMES, SANWONG

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

DocuSigned by:
FD24C39F3617445...

Sarah Palmer
President, Board of Directors

Attest:

DocuSigned by:
Donna Fabian
9A9BAE9E21714A4...

Donna Fabian
Board Secretary

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved

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- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR

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Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

If applicable, groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

DocuSign Envelope ID: 2540B4CA-AF23-4380-A4B6-B1D8EC39DA95

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.

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4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Dublin Irrigation System Upgrades

Sponsor Agency: City of Dublin

Agency Address: 100 Civic Plaza, Dublin CA 94568

Project Location: Dublin, CA 94568

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Citywide Turf Reduction

Sponsor Agency: City of Livermore

Agency Address: 3500 Robertson Park Road

Project Location: Livermore, CA 94550

Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Recycled Water Fill Station

Sponsor Agency: City of Livermore

Agency Address: 101 West Jack London Blvd.

Project Location: Livermore, CA 94551

Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Fire Department Training Water Recirculation System

Sponsor Agency: Alameda County Fire Department

Agency Address: 6363 Clark Ave., Dublin, CA 94568

Project Location: Castro Valley, Dublin, Newark, San Leandro, and Union City, CA.

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.

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13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.

14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.

17. Subject property leasing and operating cost history, including all items of income and expense.

18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.

19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.

20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.

21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.

22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.

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23. Map(s) showing all comparable properties in relation to the subject property.

24. Photographs and plat maps of comparable properties.

25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.

26. Comparable data sheets.

    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

    b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

    c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

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32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

    a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

    b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
    - Generic markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

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Attachment 2: LPS Resolution

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 – 2022 URBAN COMMUNITY DROUGHT RELIEF LOCAL PROJECT GRANT PROGRAM

In 2022, Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7) applied for the 2022 Urban Community Drought Relief Grant Program through the California Department of Water Resources (DWR) that included projects from and on behalf of the City of Livermore. The program supports drought resilience planning, water conservation and other activities that provide reductions in water consumption or improvements to water supply reliability. the program requires a minimum non-state cost share of 25% of the total application cost for each local project.

In June 2023 DWR awarded Zone 7 funding for the City of Livermore Citywide Turf Reduction project in the amount of $262,500 with a cost sharing requirement of $87,500; and the Recycled Water Fill Station project in the amount of $300,000, with a cost sharing requirement of $100,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore Authorizes the City Manager to execute an agreement, hereto attached as Exhibit A with Zone 7 xxxx

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on March 25, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

_____
Tara Mazzanti
Assistant City Attorney

Exhibit A - Agreement

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: April 28, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the Memorandum of Understanding between the City of Livermore and the Livermore Police Officers Association.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Police Officers Association for the period of May 1, 2025, through April 30, 2029.

SUMMARY

The Livermore Police Officers Association (LPOA) Memorandum of Understanding will expire on April 30, 2025. LPOA currently represents approximately 87 full-time equivalent positions and is the exclusive bargaining unit for the job classifications of Police Officer and Police Sergeant. On January 8, 2025, negotiations with LOPA on a successor agreement commenced. The City and LPOA met seven (7) times on the terms to be contained in the successor MOU.

As a result of the meetings between the City and LPOA, a tentative agreement between the parties has been reached, subject to City Council approval, on terms and conditions of employment as set forth in Attachment 1 – Redlined Memorandum of Understanding.

DISCUSSION

The following is a summary of the proposed substantive changes to the previous LPOA MOU which will expire on April 30, 2025.

Term	May 1, 2025 – April 30, 2029 (4 years)

General Wage Adjustment	General wage adjustments will be provided to all employees holding classifications assigned to the LPOA as follows: Effective May 5, 2025 – 5% Effective May 4, 2026 – 3% Effective May 3, 2027 – 3% Effective May 1, 2028 – 3%
Equity Wage Adjustment	A recent compensation study showed that the police officer classification was significantly below the market median for comparable agencies. To address this, equity adjustments are being provided each year of the contract. Other local agencies have already provided salary increases, are in the process of negotiating further increases, and have offered significant recruitment and retention bonuses. These actions underscore the increasingly competitive public safety landscape where attracting and retaining qualified personnel has become a major challenge due to limited candidate availability and high demand. To ensure the City remains competitive and continues to be an employer of choice, market equity adjustments are necessary to support the evolving challenges of public safety staffing and keep pace with market conditions. Effective May 5, 2025 – 5% Effective May 4, 2026 – 2% Effective May 3, 2027 – 2% Effective May 1, 2028 – 2%
Salary Survey	The City will complete a total compensation salary survey in January 2027. If the total compensation study shows the Police Officer classification more than 5% below market median, this MOU will reopen on the subject of wages. Any changes to employee wages will be by mutual agreement.
Insurance and Health Care	Effective July 1, 2025, the City will pay the premiums for the dental and vision plans selected by the employee.
Bilingual Pay	Increase Bilingual Pay to $100/per pay period.
POST Certificate Pay	To remain competitive attracting quality candidates and retaining experienced police officers, POST Certification Pay increases as follows: Effective May 5, 2025, Intermediate $400/month, Advanced $600/month, Supervisory $765/month Effective May 4, 2026, Intermediate $440/month, Advanced $750/month, Supervisory $925/month Effective May 3, 2027, Intermediate $480/month, Advanced $900/month, Supervisory $1,090/month Effective May 1, 2028, Intermediate $525/month, Advanced $1,050/month, Supervisory $1,250/month
Field Training Officer (FTO) Pay	Increase FTO Pay to 4% of base salary.

Longevity	Add language to incorporate Police Officers and Police Sergeants will be eligible to receive up to five years of service credit towards longevity for previous sworn California law enforcement experience.
Deferred Compensation	Add language to incorporate Deferred Compensation effective May 5, 2025, for PEPRA employees to receive an employer matching contribution of $40 per pay period with an employee contribution of at least $40 per pay period.

FISCAL AND ADMINISTRATIVE IMPACTS

The increase in the City's cost to salaries and benefits for Livermore Police Officers Association employees for the first year of the contract is $2,359,931. The overall cost of salary and benefit modifications associated with this MOU is $6,263,168. All fiscal impacts from the benefits provided will be incorporated in the future budgets.

COMMUNITY PILLAR

5: A City That Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Memorandum of Understanding - Redlined
2. Resolution
3. Exhibit A - Livermore POA MOU 2025-2029

Prepared by: Eddie Jimenez
Human Resource Analyst I

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

MASTER

MEMORANDUM OF UNDERSTANDING

on

WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

LIVERMORE POLICE OFFICERS ASSOCIATION

and

CITY OF LIVERMORE

TERM OF MEMORANDUM

May 1, 2025~~1~~ – April 30, 2029~~5~~

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATION 1
ARTICLE I. PARTIES TO UNDERSTANDING 1
ARTICLE II. RECOGNITION 1
ARTICLE III. STATE LAW COMPLIANCE 1
ARTICLE IV. CITY COUNCIL APPROVAL 1
ARTICLE V. CITY RIGHTS 1
ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING 1

CHAPTER 2. SALARIES, OTHER COMPENSATION, AND SCHEDULES 2
ARTICLE I. SALARIES 2
ARTICLE II. STEP INCREASES 3
ARTICLE III. PROMOTION 3
ARTICLE IV. OVERTIME 4
ARTICLE V. CALL BACK/TELEPHONE PAY 4
ARTICLE VI. COURT APPEARANCES/COURT CANCELLATION 5
ARTICLE VII. POST CERTIFICATION PAY 5
ARTICLE VIII. TUITION REIMBURSEMENT 6
ARTICLE IX. DEFERRED COMPENSATION PROGRAM 7
ARTICLE X. UNIFORM ALLOWANCE 7
ARTICLE XI. HOLIDAY-IN-LIEU PAY 7
ARTICLE XII. BILINGUAL PAY 7
ARTICLE XIII. FIELD TRAINING OFFICER PAY 7
ARTICLE XIV. LONGEVITY PAY 8
ARTICLE XV. TRAINEE RATE 8
ARTICLE XVI. CANINE PAY 8
ARTICLE XVII. MOUNTED POLICE UNIT 9

CHAPTER 3. LEAVES AND SCHEDULING 10
ARTICLE I. VACATION 10
ARTICLE II. SICK LEAVE 11
ARTICLE III. BEREAVEMENT LEAVE 12
ARTICLE IV. PERSONAL LEAVE 13
ARTICLE V. LEAVES OF ABSENCE 13
ARTICLE VII. STANDBY TIME OFF POLICY 14
ARTICLE VIII. DONATION OF LEAVE TIME TO OTHER EMPLOYEES 15

CHAPTER 4. INSURANCES AND HEALTH CARE 16
ARTICLE I. HEALTH CARE BENEFITS 16
ARTICLE II. LONG TERM DISABILITY PLAN 16
ARTICLE III. LIFE INSURANCE 16
ARTICLE IV. RETIREE HEALTH BENEFIT 16

CHAPTER 5. RETIREMENT PLAN 18
ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS 18

CHAPTER 6. GRIEVANCES, APPEALS, AND HEARINGS 20
ARTICLE I. GRIEVANCE PROCEDURE 20

CHAPTER 7. UNION ISSUES 21
ARTICLE I. DUES 21
ARTICLE II. UNION REPRESENTATIVES 22
ARTICLE III. ACCESS TO WORK LOCATIONS 22
ARTICLE IV. CITY FACILITIES 22
ARTICLE V. BULLETIN BOARDS 22
ARTICLE VI. ADVANCE NOTICE 23
ARTICLE VII. NO DISCRIMINATION 23
ARTICLE VIII. ASSOCIATION RELEASE TIME 23

CHAPTER 8. MISCELLANEOUS 24
ARTICLE I. WORK SCHEDULES 24
ARTICLE II. PROBATION 24
ARTICLE III. LAYOFF PROCEDURES 25
ARTICLE IV. RE-EMPLOYMENT 26
ARTICLE V. DISCIPLINARY ACTION 28
ARTICLE VI. REINSTATEMENT 29
ARTICLE VII. SENIORITY 29
~~CHAPTER 1. ADMINISTRATION ..... 1~~
~~ARTICLE I. PARTIES TO UNDERSTANDING ..... 1~~
~~ARTICLE II. RECOGNITION ..... 111~~
~~ARTICLE III. STATE LAW COMPLIANCE ..... 1~~
~~ARTICLE IV. CITY COUNCIL APPROVAL ..... 1~~
~~ARTICLE V. CITY RIGHTS ..... 1~~
~~ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING ..... 1~~

~~CHAPTER 2. SALARIES, OTHER COMPENSATION, AND SCHEDULES ..... 2~~
~~ARTICLE I. SALARIES ..... 222~~
~~ARTICLE II. STEP INCREASES ..... 332~~
~~ARTICLE III. PROMOTION ..... 3~~
~~ARTICLE IV. OVERTIME ..... 443~~
~~ARTICLE V. CALL BACK/TELEPHONE PAY ..... 4~~
~~ARTICLE VI. COURT APPEARANCES/COURT CANCELLATION ..... 554~~
~~ARTICLE VII. POST CERTIFICATION PAY ..... 554~~
~~ARTICLE VIII. TUITION REIMBURSEMENT ..... 665~~
~~ARTICLE IX. DEFERRED COMPENSATION PROGRAM ..... 775~~
~~ARTICLE X. UNIFORM ALLOWANCE ..... 775~~
~~ARTICLE XI. HOLIDAY-IN-LIEU PAY ..... 776~~

ARTICLE XII. BILINGUAL PAY 7
ARTICLE XIII. FIELD TRAINING OFFICER PAY 7
ARTICLE XIV. LONGEVITY PAY 8
ARTICLE XV. TRAINEE RATE 8
ARTICLE XVI. CANINE PAY 8

CHAPTER 3. LEAVES AND SCHEDULING 10
ARTICLE I. VACATION 10
ARTICLE II. SICK LEAVE 11
ARTICLE III. BEREAVEMENT LEAVE 12
ARTICLE IV. PERSONAL LEAVE 13
ARTICLE V. LEAVES OF ABSENCE 13
ARTICLE VII. STANDBY TIME OFF POLICY 14
ARTICLE VIII. DONATION OF LEAVE TIME TO OTHER EMPLOYEES 15

CHAPTER 4. INSURANCES AND HEALTH CARE 16
ARTICLE I. HEALTH CARE BENEFITS 16
ARTICLE II. LONG TERM DISABILITY PLAN 16
ARTICLE III. LIFE INSURANCE 16
ARTICLE IV. RETIREE HEALTH BENEFIT 16

CHAPTER 5. RETIREMENT PLAN 18
ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS 18

CHAPTER 6. GRIEVANCES, APPEALS, AND HEARINGS 20
ARTICLE I. GRIEVANCE PROCEDURE 20

CHAPTER 7. UNION ISSUES 21
ARTICLE I. DUES 21
ARTICLE II. UNION REPRESENTATIVES 22
ARTICLE III. ACCESS TO WORK LOCATIONS 22
ARTICLE IV. CITY FACILITIES 22
ARTICLE V. BULLETIN BOARDS 22
ARTICLE VI. ADVANCE NOTICE 23
ARTICLE VII. NO DISCRIMINATION 23
ARTICLE VIII. ASSOCIATION RELEASE TIME 23

CHAPTER 8. MISCELLANEOUS 24

~~ARTICLE I. WORK SCHEDULES ..... 2425~~19
~~ARTICLE II. PROBATION ..... 2425~~19
~~ARTICLE III. LAYOFF PROCEDURES ..... 2526~~20
~~ARTICLE IV. RE-EMPLOYMENT ..... 2627~~21
~~ARTICLE V. DISCIPLINARY ACTION ..... 2829~~22
~~ARTICLE VI. REINSTATEMENT ..... 2930~~22

CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation, hereinafter referred to as "CITY", and the LIVERMORE POLICE OFFICERS ASSOCIATION, hereinafter referred to as "UNION", pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix "A" attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

Livermore Police Officers Association is the formally recognized employee organization for the Police Employees Unit. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing May 1, 2025~~1~~ and ending April 30, 2029~~5~~.

ARTICLE V. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Nothing in this article shall relieve the city of its obligation to meet and confer on the impact of the exercise of the city's rights when required by law to do so.

ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

It is the intention of the parties that the terms and provisions of this Memorandum shall govern the issues, terms, and conditions contained herein. The Memorandum shall supersede any City policy, rule, resolution, or personnel practice which is in conflict with this Memorandum.

This Memorandum of Understanding shall supersede all existing Memorandums of Understanding between the City and the Union.

Except as otherwise specifically provided herein, this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

CHAPTER 2. SALARIES, OTHER COMPENSATION, AND SCHEDULES

ARTICLE I. SALARIES

Effective May 5~~10~~, 2025~~1~~, salaries of classifications assigned to this bargaining unit will reflect an increase of five~~two~~ percent (5~~2.0~~%) and a market based equity adjustment increase of five percent (5%).

Subsequent contract years will include the following increases:

Effective May 4~~9~~, 2026~~2~~ – 3~~2.5~~%
Effective May 3~~8~~, 2027~~3~~ – 3~~2.5~~%
Effective May 1~~6~~, 2028~~4~~ – 3%

~~In recognition of rising medical costs, the City will increase base salaries as follows:~~

~~Effective May 10, 2021 – 0.5%~~
~~Effective May 9, 2022 – 0.5%~~
~~Effective May 8, 2023 – 0.5%~~
~~Effective May 6, 2024 – 0.5%~~

Market based equity adjustments will increase base salaries as follows:

Effective May 4~~9~~, 2026~~2~~ – 2~~0.5~~%
Effective May 3~~8~~, 2027~~3~~ – 2~~0.5~~%
Effective May 1~~6~~, 2028~~2024~~ – 2~~0.5~~%

Appendix A, attached hereto, shall reflect the salary and market based equity adjustments associated with the classifications and the salary ranges assigned to each of those classifications.

~~The City and the Union hereby agree that salary surveys done in the course of negotiations will be based on total compensation to include: Top Step Salary, PERS EPMC, Medical, Vision, Dental, Life, LTD, Holiday Pay, Uniform Allowance, POST Pay, Educational Incentive Pay, Bilingual Pay, FTO Pay, Longevity Pay (MSA), Shift Differential, and Special Assignment Pays.~~

The City will complete a total compensation salary survey in January 2027. The survey will include the following elements of compensation for PEPRA members, with any known increases effective through July 2027:

- Top Step Salary
- Total Employee PERS contributions (including normal cost and cost sharing)
- Maximum employer contribution towards the following:
  - Medical
  - Dental
  - Vision
- Retiree Health Savings (RHS) or the comparable value of the Normal Cost of Defined Benefit (the City will work with its actuary to develop a methodology that ensures the benefits are comparable)

- Holiday Pay (Holiday-in-lieu)
- Uniform Allowance
- POST Pay
- Educational Incentive Pay
- Highest Longevity Pay available to a PEPRA member (based on 1/1/13) (including Master Officer)
- If an agency makes CIT pay available to all bargaining unit members and a majority of the relevant bargaining unit receives CIT Pay, the City will also include CIT pay in the "POST Pay" category.

If the total compensation study shows the Police Officer classification more than five percent (5%) below market median, this MOU will reopen on the subject of wages. Any changes to employee wages will be by mutual agreement.

ARTICLE II. STEP INCREASES

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance as measured by specific performance standards and shall require recommendation of the Chief of Police and approval by the City Manager. Standards of performance shall become progressively higher as the employee advances through the salary range. In case of poor job performance, a step increase may be withheld. A decision to withhold a step increase shall not be subject to appeal or grievance.

If the City Manager at any time determines that it is in the City's interest, ~~he/she~~they may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of Chapter 2, Article II, an employee who has satisfactorily completed the length of service requirement, and who has received a satisfactory rating on a Performance Evaluation, shall receive salary step increases according to the following plan:

Step B - after completion of thirteen (13) pay periods of satisfactory service at Step A.
Step C - after completion of twenty-six (26) pay periods of satisfactory service at Step B.
Step D - after completion of twenty-six (26) pay periods of satisfactory service at Step C.
Step E - after completion of twenty-six (26) pay periods of satisfactory service at Step D.

Such salary step increases shall be effective on the first day of the pay period beginning after meeting the service and performance requirements.

~~For purposes of defining satisfactory service, leave of absences without pay and sick leave absences of more than 30 consecutive calendar days, shall not be counted toward satisfactory service.~~

ARTICLE III. PROMOTION

An employee who is promoted from one class to a class in a higher range shall be entitled to the step in the higher range which will result in a base salary increase of not less than one full step; the salary increase shall be equivalent to at least ten percent (10%) but not more than the maximum rate for that class. Upon promotion to a new classification, the employee shall not lose his/her earned POST pay differential until such time as the promoted employee earns a Supervisory POST certificate. The

effective date of the promotion shall be the new review date for the purpose of determining eligibility for step increases.

ARTICLE IV. OVERTIME

Authorization

All overtime worked must be approved in advance by the Chief of Police or designated representative; provided, however, that for emergency conditions the Chief of Police may approve exceptions to this procedure.

Definition

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA), subject to the provisions contained herein. ~~The City and the POA re-affirm the 1986 agreement implementing Section 7K of the Act, establishing a 28-day FLSA work cycle~~Pursuant to FLSA Section 7K, the City utilizes a 28-day work period.

In addition, overtime shall be paid for time worked in excess of a standard work shift or for time worked on a regularly scheduled day off. Such overtime shall be paid at the rate of one and one-half times the employee's ~~straight~~ base hourly rate.

Compensatory time off may be taken in lieu of overtime payment in accordance with the provisions of the FLSA. Such time off shall be mutually agreeable to the employee and the Chief of Police, or designee, taking into consideration any emergency requirements for staff and services, and the availability of qualified substitute staff. Compensatory time off which accrues in excess of two-hundred (200) hours must be liquidated by monetary payment.

ARTICLE V. CALL BACK/TELEPHONE PAY

When an employee has completed the regularly assigned shift, is on a regular day off, or on paid leave, and~~If an employee~~ is called back to work, ~~he/she~~the employee shall, upon reporting, receive a minimum of three (3) hours work, or if three (3) hours work is not furnished, a minimum of three (3) hours of pay at time and one-half (1.5) of the employee's base hourly rate of pay. This provision does not apply to work performed contiguous with an employee's scheduled shift (e.g., holdovers) or instances in which the employee is called to report before ~~his/her~~their regular starting time and does work from the time of reporting to ~~his/her~~their regular starting time.

Telephone Pay

When an employee has completed the regularly assigned shift, is on a regular day off, or on paid leave, and is called by a superior officer, or anyone acting at the direction of a superior officer, the Chief of Police or designee, such employee shall receive compensation in the form of one quarter (.25) hour pay at the overtime rate of one and one half times (1.5) the employee's base hourly rate of pay.

~~Such pay shall not be required for telephone calls involving staffing availability, shift assignment, shift coverage or to employees assigned to standby status. Messages left on an employee's answering machine shall not qualify for payment unless the call is returned within one hour.~~Employees are not entitled to the remote call-in minimum for incidental telephone, text, or video contacts (e.g., calls involving staffing availability, shift assignment, shift coverage), to employees assigned to standby, or to calls requiring the employee to return to work.

~~Further, such telephone pay shall not be required if the telephone call to the employee requires the employee to return to work resulting in the payment of call back pay.~~

Remote Attendance
When an employee is required to remotely attend meetings, trainings, or similar activities during off-duty time, the employee shall receive a minimum of one (1.0) hour at one and one half (1.5) times the employee's base hourly rate of pay. Remote attendance includes but is not limited to: telephonic, video, or virtual attendance.

ARTICLE VI. COURT APPEARANCES/COURT CANCELLATION

In Person Appearances
Any employee who is required to appear in person at court in connection with an employee's usual official duties, or in connection with a case in which the City is a party, during ~~the hours other than the normal scheduled workday~~off-duty time, shall receive a minimum of three (3) hours at ~~his/her overtime rate~~one and one half (1.5) times the employee's base hourly rate of pay.

Those employees required to so appear in court on their normal day off or who are assigned to and do work the Graveyard shift, shall receive a minimum of four (4) hours at ~~his/her M.O.U. overtime rate~~one and one half (1.5) times the employee's base hourly rate of pay.

In the event the court appearance exceeds the minimum time provisions above, the employee shall be paid for all time worked at ~~the M.O.U. overtime rate~~one and one half (1.5) times the employee's base hourly rate of pay.

Remote Appearances
When a court appearance is for telephonic, video, other remote testimony, or placed on standby by the District Attorney's Office, the employee shall receive a minimum of two (2) hours at one and one half (1.5) times the employee's hourly rate of pay. In the event the court appearance exceeds the minimum time provision above, the employee shall be paid for all time worked at one and one half (1.5) times the employee's base hourly rate of pay.

Court Cancellation
In the event an employee is required to appear in court in person or remotely pursuant to a subpoena and such appearance is cancelled within twenty-four (24) hours prior to the scheduled appearance, such employee shall receive (a) two (2) hours paid~~y~~ at ~~the overtime rate of~~ one and one half times (1.5) the base hourly rate of pay for scheduled in person testimony and (b) one (1) hour paid at one and one half times (1.5) the employee's base hourly rate of pay for remote appearances. In order to receive such compensation, the employee shall make a reasonable effort to determine if such court appearance has been cancelled more than twenty-four (24) hours prior to the scheduled appearance.

ARTICLE VII. POST CERTIFICATION PAY

Police Officers ~~who have completed their initial probationary period as a peace officer with the City of Livermore and~~ who receive a Regular Intermediate ~~Certificate~~ or ~~a Regular~~ Advanced Certificate issued by the California Commission on Peace Officers Standards and Training (POST) and Police Sergeants who receive a Regular Intermediate, Advanced, or Supervisory POST Certificate, will be eligible to receive POST Certification Pay as set forth below. ~~An eligible employee shall receive such pay for either the Intermediate or Advanced Certificate, but not both~~.

Employees may only be compensated for one certificate at a time (i.e., an employee can only receive pay for the highest-level certificate they have achieved).

The monthly ~~amount of~~ Post Certification amounts ~~pay~~ will be:

- May 5, 2025
  - Intermediate - $400/month
  - Advanced - $600/month
  - Supervisory - $765/month (Sergeant Only)
- May 4, 2026
  - Intermediate - $440/month
  - Advanced - $750/month
  - Supervisory - $925/month (Sergeant Only)
- May 3, 2027
  - Intermediate - $480/month
  - Advanced - $900/month
  - Supervisory - $1,090/month (Sergeant Only)
- May 1, 2028
  - Intermediate - $525/month
  - Advanced - $1,050/month
  - Supervisory - $1,250/month (Sergeant Only)

~~Intermediate Advanced~~
~~$350 $450~~

The employee shall be responsible for notifying the City that the Police Chief has certified the application for the POST certificate and upon receipt of the certificate, the employee shall be responsible for notifying the City that the POST certificate has been received. The effective date of the certificate pay shall be the beginning of the first pay period commencing after the Human Resources Department has received a copy of the certified POST certificate application. Continued certificate pay is contingent upon the employee actually receiving the certification within eight months of the date the application was sent to POST. If the certificate is not issued by POST, then the employee will be required to pay back the certification pay in full to the City.

~~Police Sergeants are required to obtain a POST Supervisory Certificate as well as the Intermediate and Advanced Certificates. Effective May 1, 2017, a Police Sergeant possessing a POST Intermediate, Advanced and Supervisory certificate and who has sixty (60) college credits earned at a regionally or nationally accredited college or university shall receive certification pay in the amount of six hundred dollars ($600) per month. The notification provision regarding POST certification in the above paragraph shall be applicable to a Police Sergeant. Additionally, to be eligible for this compensation, a Police Sergeant shall be required to provide the city with a copy of their college transcript documenting the earned college credits.~~

ARTICLE VIII. TUITION REIMBURSEMENT

Employees who have successfully completed their initial probationary period in a class covered by this Memorandum, shall be eligible to participate in the Tuition Reimbursement Plan. An eligible employee may be reimbursed for three fourths (75%) of the cost of tuition and books for educational courses related to the employee's work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must submit the necessary forms and obtain the

approval of the City Manager prior to enrolling in the course. The City Manager's review and action on a request will follow the City Manager's Administrative Regulation establishing a Tuition Reimbursement Plan procedure.

ARTICLE IX. DEFERRED COMPENSATION PROGRAM

Employees shall be eligible to participate in the deferred compensation program administered by the City.

Effective May 5, 2025, bargaining unit members who meet the definition of "new employee" under the Public Employment Pension Reform Act shall receive an employer matching contribution of $40 per pay period with an employee contribution of at least $40 per pay period.

ARTICLE X. UNIFORM ALLOWANCE

The Uniform Allowance provided to Police Officers and Police Sergeants and will be $1,250 per year.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Newly appointed Police Officers shall be paid the annual uniform allowance on the first payday following employment. In recognition of the uniform allowance advance, the aforementioned employees shall not be eligible for, nor receive, an annual uniform allowance as indicated above until one year from the date of advance payment. Employees receiving the uniform allowance advance who resign for any reason within the first year of employment shall repay the total annual uniform allowance amount to the City of Livermore.

ARTICLE XI. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Police Officers and Police Sergeants shall receive holiday-in-lieu pay as follows. Holiday-in-lieu pay shall be paid in equal amounts each pay period. The amount of such pay shall be seven and one-half percent (7.5%) of the employee's base hourly pay in effect during the pay period.

ARTICLE XII. BILINGUAL PAY

~~Police Officers and Police Sergeants certified by the Chief of Police as meeting court interpreter standards shall receive eighty dollars and seventy-seven cents ($80.77) per pay period for each full pay period they remain certified.~~

Employees certified as competent at the conversational level in Spanish, Vietnamese, Arabic, Farsi, ~~(including Persian, Iranian and Farsi), Chinese,~~ Mandarin, Cantonese, Cambodian, Sign Language and other languages as determined by the Police Chief, shall receive one hundred ~~forty-five~~ dollars ($100.00~~45.00~~) per pay period for each full pay period they remain certified. Employees receiving bilingual pay ~~at either level~~ are subject to periodic re-certification as a condition of receiving such payments.

ARTICLE XIII. FIELD TRAINING OFFICER PAY

Police Officers and Police Sergeants who are assigned by the Chief of Police the assignment of Field Training Officer (FTO)~~prob~~ or FTO Sergeant, shall receive four percent (4%) of their base salary ~~one hundred forty dollars ($140.00) per pay period for each full pay period~~ while they are ~~they remain so~~ assigned.

If a member assigned to FTO duties is not physically fit for duty as a result of a non-work related injury or illness, the member will continue to receive FTO pay for the first thirty (30) calendar days of such injury or illness.

ARTICLE XIV. LONGEVITY PAY

~~Effective the first full pay period in September 2012,~~ Police Officers and Police Sergeants employed with the City of Livermore with five (5) through nine~~ten~~ (9~~10~~) years of continuous service will be eligible to receive three (3%) percent of monthly base pay. Police Officers and Police Sergeants employed with the City of Livermore with ten~~eleven~~ (10~~1~~) or more years of continuous service will be eligible to receive six (6%) percent of monthly base pay.

Effective May 5, 2025, Police Officers and Police Sergeants will be eligible to receive up to five (5) years of service credit towards longevity for previous sworn California law enforcement experience. Employees must provide proof of prior sworn California law enforcement experience to Human Resources.

ARTICLE XV. TRAINEE RATE

An employee hired as an "entry level" hire required to attend a police academy shall be hired as a Police Trainee.

The Police Trainee is a non-sworn classification whose sole duty is to participate in a P.O.S.T. (Commission on Peace Officer Standards and Training) prescribed Police Academy training program sponsored by the City.

Police Trainees are probationary employees until they have successfully completed the Academy. Police Trainees who graduate from the Academy will be appointed to the Police Officer classification immediately upon graduation.

Police Trainees have no due process rights and are not subject to the disciplinary procedures of this agreement (i.e., they can be terminated for failure to complete the Academy or for any other lawful reason).

As a non-sworn classification, employees in the Police Trainee classification are not entitled to the benefits available only to sworn members, including but not limited to: CalPERS' Safety Pension, the Public Safety Officers' Procedural Bill of Rights, Long Term Disability Benefits, or workers' compensation benefits under Labor Code Section 4850. Police Trainees will be enrolled in the CalPERS' Miscellaneous Pension, are eligible for Holiday-in-lieu Pay, vacation leave, sick leave, and health and welfare benefits, and are limited to a single salary step. In addition, Police Trainees do not qualify for the Uniform Allowance.

Upon completion of the police academy and being sworn in as a police officer, the employee shall be placed at step "A" of the salary schedule for police officer and subject to a new probationary period as a police officer. ~~An employee paid at the trainee rate shall not be in sworn status until completion of academy training.~~

ARTICLE XVI. CANINE PAY

The assignment of a canine to an officer requires the officer to care for, train and utilize the canine for police operations on an as needed basis. An officer that has a canine assignment will be paid an $800

per month canine premium pay to account for the necessary time to handle, train, board, and provide care relating to the canine and the canine assignment. The officer will be provided a take home vehicle as part of the canine duties. With the provision of the premium pay and the vehicle, the Police Department expects that efforts will be made to respond as necessary when off-shift. The Police Department shall notify Human Resources of start and end dates of canine officer assignments to ensure proper pay.

ARTICLE XVII. MOUNTED POLICE UNIT

The Livermore Police Department (LPD) will establish a voluntary Mounted Police Unit. The unit will be staffed as a collateral assignment for up to four members of the Police Department from the ranks of Police Officer and Police Sergeant. Assigned members will be required to use their own, privately owned horses for all events, call outs, and trainings. The Police Department will determine the selection criteria for and roles and required responsibilities of unit members including, but not limited to training, event participation, and deployment responsibilities. Activities and deployments are covered under the Livermore Police Department Policy Manual, Policy No. 318.

Unit members shall be compensated eight hundred dollars ($800) monthly to offset the cost for the care, grooming, boarding, and feeding of the horses.

Upon appointment to the unit, all members will be eligible for the following department provided equipment, to be used for Livermore Police Department activities only:

- Saddle/Breast Collar/Back Girth
- Saddle Pads
- Briddle/Reins
- Bits
- Training Halter and Lead Rope/Patrol Halter and Lead
- Saddle Bags
- Bridle Bags
- Saddle Fitting
- Boots
- Helmet

All unit members will be eligible to use department provided horse trailers equipped with an appropriate first aid kit.

Unit members will be eligible for up to four hours (4) of pay at the overtime rate of one and one-half times (1.5) the employee's base hourly rate of pay (2 hours before and 2 hours after) for each event, deployment, or training attended. When staffing levels permit, training day schedules will be adjusted to reduce required overtime. However, if the event is completed on a normally scheduled day off, the time will be compensated at the rate of one and one-half times (1.5) the employee's base hourly rate of pay.

The Chief of Police will have the sole authority to continue or terminate the Mounted Police Unit based on the Department's needs.

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. VACATION

Eligible employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Month	Accrual Rate Per Pay Period
First through fourth	8.57 hours	3.96 hours
Fifth through eleventh	11.43 hours	5.28 hours
Twelfth through fourteenth	14.29 hours	6.60 hours
Fifteenth through sixteenth	15.71 hours	7.25 hours
Seventeen or more	17.14 hours	7.91 hours

Qualifying

Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service in the City in order to be eligible for ~~his/her~~their full annual vacation leave; provided, however, that after six (6) months of continuous service ~~he/she~~their may be permitted to take vacation leave not to exceed five (5) working days at the discretion of the Chief of Police.

Vacation Scheduling

The times during a calendar year in which an employee may take vacation shall be determined by the Chief of Police with due regard to the wishes of the employee and particular regard to the needs of the service. ~~If the requirements of the service are such that an employee must defer a part or all of his/her annual vacation in a particular calendar year, the appointing authority will allow the employee to take such deferred vacation during the following calendar year. A written report of each deferred vacation, signed by the Chief of Police noting the details, shall be kept on file with the Chief of Police and Administrative Services Director. Those deferred vacation hours may not cause the employee's vacation accrual to exceed a maximum of Three Hundred and Fifteen (315) hours.~~

Vacation Accumulation

Employee may accumulate up to Three Hundred and Fifteen (315) maximum hours of vacation. Accrual will terminate after the employee accumulates the 315 maximum vacation hours.

Compensation-In-Lieu of Vacation

When an employee working their regular schedule and assignments and whose accumulated vacation is at the maximum, requests vacation time off and the request is denied by the Chief of Police for departmental necessity, that employee may be granted compensation at full pay in-lieu of vacation accrued.

Vacation Cash Out

An employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of forty (40) hours vacation leave from the December payment of the previous year to the June payment of the current year and/or eighty (80) hours of vacation leave from the December payment of the previous year to the December payment of the current year, retains a minimum balance of (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in June and December of each year.

During the month of December of each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure they have used the required number of hours and that the elected vacation hours to be cashed out are available at the time of each vacation cash out. If an employee has not met the leave usage requirement or does not have enough vacation hours, the employee will not be eligible for that vacation cash out during the year.

The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

Vacation Pay at Termination

Employees who terminate employment shall be paid a lump sum for such vacation accrued as provided in sections Vacation Benefits and Vacation Accumulation. No such payment shall be made for vacation accumulated contrary to the provision of this Memorandum of Understanding.

ARTICLE II. SICK LEAVE

Benefits

Sick leave with pay shall be granted by the appointing authority at the rate of eight (8) hours for each calendar month of service. Sick leave usage shall not be considered a privilege which an employee may use at discretion, but shall be allowed only in case of necessity of actual sickness or disability. Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned.

Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify the department in conformance with established policies prior to the time set for reporting for duty.

Doctor's Certificate or Other Proof

At the discretion of the employee's unit supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than three (3) consecutive work days, the employee shall file a physician's certificate or a personal affidavit with the Chief of Police or Administrative Services Director ~~of Personnel~~ with the expected return to work date.

Family Illness

An employee may use sick leave for absences caused by the illness or injury of a member of the employee's immediate family which requires the presence of the employee. Granting of such leave shall be in accordance with the provisions of the California Labor Code section 233, which permits an employee to use up to one-half of the annual sick leave accrual to care for an ill family member, as defined in labor Code Section 233.

Immediate Family

For purposes of the use of sick leave due to family illness or death, “immediate family” shall include family members identified in Labor Code Section 233. In addition, “immediate family” shall include grandparents of the employee, employee’s brother and sister, or a relative residing in the employee’s home.

General
Sick leave is not granted for: (1) any sickness or injury purposely self-inflicted or caused by the employee's own willful misconduct; or (2) disability arising from any sickness or injury related to employment other than with the City of Livermore.

Sick leave is not granted and no cash payment is made for accumulated sick leave at the time of termination or retirement.

Accrued sick leave may be used during a period of pregnancy leave, as provided under the City's Personnel Rules.

Parental Leave
Any employee who becomes a parent by adoption or any male employee who becomes a father due to the birth of a child may request the use of four (4) days (44 hours) of sick leave to be with the child. Such leave will be in addition to and may be combined with, that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE III. BEREAVEMENT LEAVE
In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed three (3) work shifts for full-time employees. The immediate family shall be defined as ~~follows~~as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Spouse or registered domestic partner~~,~~
- C~~e~~hild(ren) ~~of the employee or spouse,~~
- P~~p~~arents ~~of employee or spouse,~~
- ~~employee's brother or sister~~Siblings~~,~~
- ~~employee's grandparents~~Grandparents~~,~~
- Grandchildren
- ~~domestic partner or a~~A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to three work shifts of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner: ~~follows:~~

- ~~Brother or sister of the employee's spouse; spouse's grandparents.~~Aunt or Uncle

Employees may supplement the paid bereavement leave with accrued leave (including vacation or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation, personal leave, or compensatory time off with the approval of their supervisor.

~~When unusual circumstances exist such as out-of-state travel, employee responsible for funeral arrangements, etc., an extension may be granted upon recommendation of the employee's department~~

~~head and approval of the City Manager. Such extension may not exceed two work shifts of additional sick leave hours.~~

~~Bereavement leave applies only in instances which the employee attends the funeral or is required to make funeral arrangements.~~

ARTICLE IV. PERSONAL LEAVE

Each LPOA employee shall be eligible for personal leave. Personal leave shall be credited and taken in accordance with the Personal Leave policy governing personal leave days described in the "Personal Leave Policy", see Attachment "1", and credited as follows:

Sixteen (16) hours for each eligible employee.~~Sixteen (16) hours with an increase of eight (8) hours for each five (5) years of service to a maximum of forty (40) hours for each eligible employee.~~

~~Effective January 1, 2018, each LPOA employee shall be eligible for personal leave as follows:~~
~~Sixteen (16) hours for each eligible employee.~~

ARTICLE V. LEAVES OF ABSENCE

Leave Without Pay

The City Manager may grant a leave of absence without pay for up to three (3) months, and at the City Manager's sole discretion, extension of such leaves may be granted. No such leave shall be granted except upon the written request of the employee, and such request shall be submitted to the Chief of Police and the Administrative Services Director~~ of Personnel~~. Such leaves may be granted to permit the employee to engage in activities that will increase their~~his/her~~ value to the City upon return, or because of sickness, injury, or personal hardship. Employees may not be granted a leave of absence without pay until all accrued vacation or other leave time for which they are eligible has been taken, unless otherwise determined by the City Manager whose decision shall be final. Failure on the part of the employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation, sick leave, and any other benefit or compensation shall not accrue to an employee on a leave of absence.

Employees qualifying for and receiving long-term disability benefits will automatically be granted a leave of absence without pay or benefits for the duration of their disability, but not to exceed twelve (12) months.

Job Incurred Injury Leave

Any employee covered by this Memorandum of Understanding who has suffered any disability arising out of and in the course of their~~his or her~~ employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled for the period of such disability to the maximum provided under State Law. During the period the employee is paid 4850 benefits by the City, the employee shall assign or endorse to the City disability benefit payments received as a result of Workers' Compensation Insurance coverage, if any, except reimbursement for travel. In the event that the payment received by the employee is not endorsed to the City, a payroll deduction for the amount of the payment will be made the payroll period following notification to the City by Workers' Compensation that the check has been issued to the employee. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation. Until such time as a determination is made, the employee shall be eligible to use their~~his/her~~ accrued sick leave, vacation leave and, if applicable, the long term disability benefit. The benefits of sick leave, vacation leave, and job incurred injury leave shall be mutually exclusive, and no

disability leave may be used for the purposes specified under Chapter 3, Article II, Sick Leave, or Chapter 3, Article I, Vacation Leave of this Memorandum of Understanding, and no sick leave or vacation leave benefits may be used for the purposes specified under this provision.

Jury Duty

An employee summoned to jury duty shall inform their~~his/her~~ unit supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fee, excluding mileage, meals, or other expenses reimbursed by the court, received by the employee shall be remitted to the City.

Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees except as preempted by Federal Statutes.

In addition to the requirements set forth in Military and Veterans Code of the State of California, the City shall provide salary and health benefit continuation for an employee's ordered military service for up to a total of one (1) year of military service. For purposes of this section, salary continuation shall mean the difference between the employee's military pay and the employee's salary.

Compliance with Federal and State Leave Acts

The City of Livermore will provide medical and family leave to employees who qualify under Federal and State Statues established by the Federal Family and Medical Leave Act, the California Family Rights Act, California Pregnancy Disability Act, and such other Federal and State Acts which mandate such types of leaves.

ARTICLE VII. STANDBY TIME OFF POLICY

Employees assigned to and who perform standby shall accumulate two and three-quarters (2.75) hours of time off for each day so assigned and will be provided a take home vehicle for such assignment. An on-call work assignment must be reported to the police department during the assigned pay period.

~~Specific positions assigned to standby are as follows: Criminal Investigations Bureau (CIB) (one Sergeant and two detectives); Traffic (two Traffic members). Additionally, one officer may be assigned for Crime Scene related work.~~

~~At such time as the Police Sergeant currently assigned (May 2021) to CIB rotates out or otherwise leaves the assignment, but not later than July 2023, the following provision shall become effective and replace the previous paragraph:~~

Specific positions assigned to standby are as follows: Criminal Investigations Bureau (CIB) (two CIB members); Traffic (two Traffic members). Additionally, one officer may be assigned for Crime Scene related work.

Employees may choose to take accumulated standby time off with pay at a time mutually agreeable to the employee and their supervisor or the employee shall be paid at the end of each calendar year for all unused hours at the employee's base hourly rate of pay in effect on December 31st. In the event the employee is unable to take accumulated standby time off by the end of each calendar year, the employee shall be paid for all accumulated standby time off at the end of each year.

ARTICLE VIII. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

This is a system whereby a member covered by this Memorandum may donate accumulated time off from compensatory time or vacation accruals to another member. The City shall limit such donations to situations where the reason of the donation of leave time is necessitated by the illness or injury of the recipient and who is threatened with loss of earnings due to the exhaustion of the recipients leave benefits.

All such donations shall only be used in those situations where the recipient member is expected to return to full duty. This Memorandum shall not prevent members from donating such time to City employees not covered by this Memorandum.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH CARE BENEFITS

The City will provide a cafeteria benefit of $1,950 per month to be used towards medical premiums. Any unused portion of the cafeteria benefit will be paid as taxable income to the employee.~~The City will provide a monthly contribution from which the employee may pay medical, dental, and vision premiums. If an employee requests to cancel/waiver the City insurance coverage, the employee must present proof of medical, dental, and/or vision insurance coverage through another provider.~~

Employees covered under another group medical provider, can waive the City insurance coverage and receive the benefit as taxable income by providing proof of medical insurance coverage through another group provider. The employee will be required to certify their coverage on an annual basis during the open enrollment period in order to continue receiving the benefit.~~Any unused portion of the City's contribution will be added as taxable income to the employee's earnings.~~

~~Effective January 1, 2016, this contribution will be $1,950 per month.~~
Effective July 1, 2025, the City will pay the premiums for the dental and vision plans selected by the employee.

Change in Employee Benefit Plans

The City may evaluate health, medical, or dental plans currently available to employees to determine if similar or better coverage may be available to the City. The City may substitute new insurance carriers, benefit providers, or arrange for self-insurance provided that coverage is comparable to or superior to the present coverage after meeting and conferring on such changes with the Union.

ARTICLE II. LONG TERM DISABILITY PLAN

Eligible employees shall be provided with the PORAC Long-Term Disability Benefits Program. The City shall pay the premiums for this benefit for the term of this MOU.

The premium amount shall be added as an additional pay to the employee and shall be deducted from the employee's pay as an after-tax employee contribution. The additional pay is not subject to CalPERS.

ARTICLE III. LIFE INSURANCE

The City shall provide Eighty Thousand Dollars ($80,000) of life insurance for each eligible employee.

ARTICLE IV. RETIREE HEALTH BENEFIT

The following retiree medical program will apply to employees hired before February 1, 2007.

Eligibility Criteria

The following eligibility criteria will apply to LPOA employees hired prior to February 1, 2007 for the City's Retiree Health Benefit as described herein:

1. The employee must have retired within one hundred twenty (120) days of their last day of employment with the City of Livermore, and

2. The employee must have obtained a minimum of fifteen (15) years of service credit working for a CalPERS covered employer or an agency with CALPERS reciprocity which includes a minimum of

five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer or an employer with CALPERS reciprocity will be validated by CalPERS and/or the employee's former employers at the time of retirement. For purposes of this subsection, service credit shall not include service credit purchased pursuant to SB 719.

Industrial Disability Retirement

An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the maximum dollar allotment for active employees for medical insurance (excluding dental not to exceed $83.60). ~~Kaiser Retiree Plan A Health Plan premium rate for an employee and one dependent. If the City institutes the CalPERS medical plan, the CalPERS Kaiser North Plan premium rate for a retired employee and one dependent would replace the Kaiser Retiree Plan A rate.~~ The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

Years of Service	City's Contribution
15	75%
20	85%
25+	100%

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount ~~shall not exceed the maximum amount that the retiree qualifies for based on the Kaiser Retiree Plan A premium rate for the employee plus one dependent and his or her years of service and~~ shall not exceed the maximum dollar allotment for active employees for medical insurance (excluding dental not to exceed $83.60 per month) as set forth in Chapter 4 Article I.

Reimbursement Amount for Employees Retiring After April 30, 2025

Qualified Bargaining Unit employees who were hired before February 1, 2007 and who retire after April 30, 2025 shall receive a reimbursement amount based on the below schedule. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

Years of Service	City's Monthly Contribution
15	$1,462.50
20	$1,657.50
25+	$1,950.00

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount for which the retiree qualifies based on years of service.

~~Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount the retiree qualifies for based on the Kaiser Retiree Plan A premium rate for the employee plus one dependent and his or her years of service.~~

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to fifty percent (50%) of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration

The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retirement Health Savings Account

Employees hired prior to February 1, 2007 shall also participate in the City's retirement health savings account program with a mandatory employee contribution of one (1%) percent.

Employees Hired On or After February 1, 2007

Employees hired on or after February 1, 2007 shall not be eligible for the retirement health benefit described in Article IV above. An employee hired on or after February 1, 2007 shall receive a retirement health savings account with a City contribution equal to five percent (5%) of the employee's base salary; the employee shall be required to contribute one percent (1%) of his/her base salary.

CHAPTER 5. RETIREMENT PLAN

ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective December 1, 1951. The retirement plan is now titled California Public Employees' Retirement System (CalPERS). Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE	SUPERSEDED
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
2%@55 Formula for Local Safety Members	August 1, 1973	February 7, 1983
Credit for Unused Sick Leave	November 22, 1978	
2%@50 Full Formula for Local Safety Members	February 7, 1983	February 12, 2001
Third Level 1959 Survivor Benefits	June 18, 1990	February 1, 1998

One Year Final Compensation	June 18, 1990
EPMC Reported as Special Compensation	December 25, 1995
Fourth Level Survivor Benefit	February 1, 1998
Death Benefit/Remarriage	February 1, 1998
3%@50 formula for Local Safety Members	February 12, 2001
Military Service Credit	September 1, 2004
3%@55 Formula for Local Safety Members with Three Year Final Compensation	December 30, 2012
2.7%@57 Formula for Local Safety Members with Three Year Final Compensation	January 1, 2013

Effective December 30, 2012, newly hired classic CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 3% @ 55 retirement formula with the highest average annual compensation earned during three (3) consecutive years of CalPERS service, as defined in CalPERS Employees' Retirement Law. Such newly hired employees shall pay the employees' nine (9) percent contribution using the provisions in IRSC Section 414(h)(2). Other plan options are set forth above.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to the California Public Employees' Retirement System shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2.7%@57 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

CHAPTER 6. GRIEVANCES, APPEALS, AND HEARINGS

ARTICLE I. GRIEVANCE PROCEDURE

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding or the Personnel Rules and Regulations. (Exception: Decisions by any City official as established by this Memorandum or the City Personnel Rules and Regulations are final, and shall not be subject to the grievance procedure.) A grievance may be filed by an employee or the Union. In the event the grievance is filed by the Union, the grievant shall be named.

Prior to filing a formal grievance, an employee who has a complaint shall discuss the complaint with ~~his/her~~their unit supervisor within twenty (20) calendar days of the knowledge of the cause of the complaint. If the employee is not satisfied with the response of ~~his/her~~their unit supervisor, the employee may, either individually or by instructing the representative of the Union, file a written grievance with the ~~Division Commander~~Police Captain stating the particulars of the grievance and the nature of the determination desired. The grievance must be filed within ten (10) calendar days after the unit supervisor's response. The ~~Division Commander~~Police Captain shall immediately forward a copy of the grievance to the Administrative Services Director~~ of Personnel~~.

Within ten (10) working days after receipt of the written grievance, the ~~Division Commander~~Police Captain or designee shall give a written response to the grievant with a copy to the Administrative Services Director~~ of Personnel~~.~~-~~ The response shall identify the issues and determine a resolution to the grievance.

If an employee is not satisfied with the decision of the ~~Division Commander~~Police Captain or designee, the employee may, either individually or by instructing the representative of the Union, appeal to the Chief of Police. Such an appeal must be presented in writing stating the particulars of the grievance and the nature of the determination desired within ten (10) working days after receipt of the ~~Division Commander's~~ Police Captain or designee's written response. The Chief of Police or designee shall investigate the grievance and, within ten (10) working days after receipt of the written appeal, give a written response to the grievant with a copy to the Administrative Services Director~~ of Personnel~~. The response shall identify the issues and determine a resolution to the grievance.

If the employee is not satisfied with the decision of the Chief of Police, the employee may, either individually or by instructing the representative of the Union, appeal to the City Manager by filing a written appeal with the Administrative Services Director~~ of Personnel~~ within ten (10) working days after receipt of the Police Chief or designee's determination.

Such appeal should state the particulars of the grievance and the determination desired. The grievance shall be investigated by the City Manager, or ~~his~~ their designee, and a meeting will be held between the City Manager (or designee) and the grievant. The City Manager or their designee shall consider the grievance and related recommendations, and render a decision within fifteen (15) working days of such meeting. The decision of the City Manager (or designee) shall be final.

No grievance involving a non disciplinary compensation issue will be entertained unless it is filed in writing with the Administrative Services Director~~ of Personnel~~ within five (5) working days of the time the affected employee was notified of such action. A copy of the grievance will be sent to the Chief of Police.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Administrative Services Director ~~of Personnel~~. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding and Personnel Rules and Regulations shall be considered as grievances. Any other matter of compensation is to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date the complaint was filed.

CHAPTER 7. UNION ISSUES

ARTICLE I. DUES

Dues Deduction

Payroll deductions for membership dues shall be granted by the City Manager only to the Union. The following procedures shall be observed in the withholding of employee earnings:

A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and not include fines, fees and/or assessments. Dues deduction shall be made only upon ~~the employee's written authorization on a payroll deduction form provided by the City of Livermore~~Union's certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.

B. The City shall direct employee requests to cancel or change deductions to Union and shall rely on information provided by Union regarding whether deductions were properly canceled or changed.~~Authorization, cancellation, or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager. Employees may authorize dues deductions only for the Union certified as the recognized representative of the unit to which such employees are assigned~~.

C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.

D. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Union dues deduction.

E. The union shall file with the City Manager an indemnity statement wherein the Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues or premiums for

benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE II. UNION REPRESENTATIVES

City employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Preparations for negotiations shall not occur on City time. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

ARTICLE III. ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Chief of Police. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours, unless approved in advance by the City Manager.

The Union may use the City's e-mail system to advise members of Union meetings. Using the City's e-mail system for any other purpose is prohibited. Violations of this section will result in the loss of the use of e-mail for meeting notification purposes.

ARTICLE IV. CITY FACILITIES

City employees, the Union, or their representatives may, with the prior approval of the City Manager or designee, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.
The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE V. BULLETIN BOARDS

The Union may use portions of City bulletin boards under the following conditions:

A. All matters must receive the approval of the Chief of Police or a designated representative.

B. All materials must be dated and must identify the Union that published them.

C. The actual posting of materials will be done by the City, as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials which the Chief of Police considers objectionable will not be posted. In instances where the Chief of Police denies approval, the Union may appeal such denial to the Administrative Services Director ~~of Personnel~~.

D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union's materials.

E. If the Union does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

ARTICLE VI. ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and each shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution, or regulation.

For purposes of this Article, emergency shall mean a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate action.

ARTICLE VII. NO DISCRIMINATION

There shall be no discrimination based on race, color, ancestry, national origin, religion, creed, sex, sexual orientation, perceived sexual orientation, age, physical or mental disability, marital status, political opinion or affiliation, or legitimate Union activities.

ARTICLE VIII. ASSOCIATION RELEASE TIME

Livermore Police Association Board Members or others as designated by the Board, subject to the approval of the Police Chief or designee, shall be allowed a reasonable period of time without loss of compensation for the sole and exclusive purpose of conducting transactions of the Livermore Police Officers Association. Said amount of time shall not exceed three (3) hours per day for each Board member or designee and an aggregate not to exceed two hundred forty (240) hours per fiscal year for all such Board members and others designated by the Board provided every reasonable effort is made to conduct Association meetings and/or business on non-duty time. Permission to attend Association meetings on duty must be obtained forty- eight (48) hours in advance from the Police Chief or designee. Permission to conduct Association business or attend Association meetings is conditioned upon field and/or assignment conditions.

As part of the two hundred forty (240) hours per year paid release time for Association Board members, up to a total maximum of six (6) days [eight (8) hour and eleven (11) hour shifts are considered as one (1) day] may be used to attend police related conferences, seminars or conventions. Permission to attend such conferences or conventions must be obtained two (2) weeks in advance from the Police Chief or designee.

Association members may each donate up to eleven (11) hours each calendar year of their accumulated vacation and/or compensatory time to an LPOA release time bank. Such donated time shall be subject to the same usage parameters as the aforementioned two hundred forty (240) hours provided by the City. Donated time not used in the current calendar year shall roll-over into the next calendar year.

CHAPTER 8. MISCELLANEOUS

ARTICLE I. WORK SCHEDULES

The regular work schedule shall consist of an average of 2,080 hours per year with weekly work schedules averaging 40 hours overall. Such hours of work shall be determined by the Chief of Police.

The 4/11 shift schedule requires that employees work an additional seventy-two (72) hours per year to meet the 2,080 hours worked per year requirement. In order to meet the seventy-two (72) hour requirement, sixty-three (63) hours will be scheduled as training/range training days (55 hours for continued professional training and 8 hours for range specific training) and nine (9) hours will be deducted from an employee's leave accruals based on their election of vacation, compensatory time, or personal leave at the beginning of the payroll calendar year. Employees who do not make a leave election by the beginning of the payroll calendar year will have a default election of nine (9) hours deducted from their personal leave. If there is not sufficient personal leave to cover the nine (9) hours, the balance of the required deduction will be taken from the employee's vacation accruals. For new employees, the nine (9) hours will be deducted from the elected vacation, compensatory time, and/or personal leave once it is available. The tracking period for the additional hours worked per year is based on the payroll calendar year.

The parties agree to keep in place during the term of this Memorandum the schedules in use at the time of the signing of this agreement. Any change in these schedules in a subsequent Memorandum shall be subject to meet and confer, including impasse procedures.

ARTICLE II. PROBATION

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his/her position and for rejecting any probationary employee whose performance does not meet the required standards of work.

A Police Officer hired as a lateral transfer will serve a twelve (12) month probationary period.

A Police Officer hired as ~~a lateral transfer or~~an academy graduate will serve an eighteen (18) month probationary period.

A Police Trainee will be on probation until they satisfactorily complete the police academy and are sworn in as a Police Officer. They will then be required to serve an eighteen (18) month probationary period as an academy graduate Police Officer.

The probationary period for employees classified as Police Sergeants is twelve (12) months.

During the probationary period, an employee may be rejected at any time by the Chief of Police or division head after approval by the appointing authority without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer with a copy to be filed with the City Manager or Administrative Services Director ~~of Personnel~~.

Prior to the completion of the probationary period, the Chief of Police or a designated representative shall file with the City Manager or Administrative Services Director ~~of Personnel~~ a notification in writing stating that the services of such employees shall be retained or rejected. Thereafter and prior to the completion of the probationary period, the City Manager or Administrative Services Director ~~of Personnel~~ shall provide such notification to the affected employee.

Any Police Sergeant rejected during the probationary period following a promotional appointment shall be reinstated to a position as a Police Officer except when discharged for cause.

ARTICLE III. LAYOFF PROCEDURES

The City Manager, subject to the approval of the City Council and after consultation with the Chief of Police, may layoff an employee because of material changes in duties or organization, shortage of work, or funds. Thirty (30) days before the effective date of the layoff, the appointing authority shall notify the City Council of the intended actions and the reasons therefore.

In the event of a layoff, the employee in the classification in which the City is reducing the work force who has the least seniority in that classification ~~length of service in that classification~~ may displace the least senior employee in the next lower paying classification(s) within the job family or previously held classification, provided such displaced employee has less service in that classification. If an employee has service in a non-sworn classification, they may displace the least senior employee in the non-sworn classification. If there is no lower paying classification, the least senior employee(s) shall be laid off. Seniority shall be determined as set forth in Chapter 8, Article VI of this agreement.

For purposes of this section, length of service in higher paying classifications shall be counted as service in any lower paying classification in the same job family. Non-regular part-time, provisional, or temporary employment shall not be counted in calculating seniority.

Re-assignment or displacement of employees within a classification or in the next lower paying classification in the job family shall occur only when the employee is capable by virtue of prior training and experience to perform the work required. The City Manager, upon recommendation of the Administrative Services Director ~~of Personnel~~ and the Chief of Police, shall make the determination as to the employee's capability to perform the work.

Employees other than regular, full-time employees shall be laid off first, except that the seniority of employees in regular part-time positions shall be calculated on a pro-rata basis. Therefore, such employees may be eligible for retention of present or other regular part-time or job sharing positions. Full-time employees who have elected job sharing or reduced work hours in lieu of being laid off, may be re-employed in full-time positions.

The City shall give as much notice as possible to employees who are to be laid-off, but in no case shall the notice be less than fourteen (14) calendar days prior to the effective date of the layoff.

~~Seniority shall be calculated on time accrued in a regular full-time or regular part-time classification in the City of Livermore. For purposes of this section, length of service in higher paying classifications shall be counted as service in any lower paying classification in the same job family. Non-regular part-time, provisional, temporary, or CETA employment shall not be counted in calculating seniority. In the event that a tie in seniority exists among two (2) or more employees, ranking on the eligibility list shall determine relative positions on the seniority list.~~

No regular employees shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification.

The City of Livermore will allow job-sharing as a means of reducing the number of employees who must be laid off. Job-sharing shall be at the option of employees who are in the same classification with the approval of the Chief of Police and City Manager. Employees who share a job will receive a pro-rated percentage of their regular salary and benefits. Benefits, which include health insurance, life insurance, vacation, sick leave, and retirement shall also be paid on a pro-rata basis to regular part-time employees. Full health insurance coverage must be maintained by regular full-time and regular part-time employees. (Regular part-time and job-sharing are defined as employment which is budgeted year-around at a minimum of twenty (20) hours per week.)

ARTICLE IV. RE-EMPLOYMENT

Laid-off employees who received an overall rating of satisfactory or better on their last evaluation shall be placed on a re-employment eligibility list, in order of seniority, for a period of one (1) year. Such lists shall take precedence over all other employment eligibility lists except promotional re-employment lists.

Displaced employees shall be placed on a promotional re-employment list in order of seniority for a period of one (1) year. Promotional re-employment lists shall take precedence over regular promotional lists.

Failure to notify the City of a change in address, refusal to respond or to accept a re-employment offer shall result in removal from all re-employment or promotional re-employment eligibility lists.

Employees on re-employment lists shall not have the right to displace working employees.

Former employees appointed from re-employment eligibility lists shall have the following benefits restored: (1) prior unused sick leave accrual, (2) seniority at the time of layoff for purposes of determining merit increases, vacation accrual, and future reductions in force, (3) re-employment employees shall be compensated within the salary range authorized for the classification and at the step (if steps are utilized) the employee had earned in prior employment. If the employee returns to a lower paying classification than the classification from which ~~he/she~~they were ~~was~~ laid off, the compensation shall be set at the step in the lower paying classification which is closest in pay to, but not above the dollar level, of the most recent step achieved by the affected employee in the higher paying classification, (4) employees who are re-employed in classifications for which they have completed a probationary period shall not be required to serve a new probationary period, and (5) employees in a layoff status shall not continue to accrue seniority or benefits.

Vacation which has been accrued as specified in Chapter 3, Article II may be taken prior to the effective date of the layoff, or left on the books to be available upon re-employment for up to one (1) year. At the conclusion of one (1) year, if the employee has not been re-employed, ~~he/she~~they will be paid the accrued vacation in cash.

The City of Livermore may require that employees being re-employed successfully pass a medical examination administered by the City's physician.

Employees may elect to take a leave of absence as described in Chapter 3, Article IV of this Memorandum of Understanding in lieu of being laid off or displaced. Employees who elect to take a leave of absence in lieu of being laid off shall, upon conclusion of such leave of absence, be placed on appropriate re-employment lists based upon their seniority. Authorization of a leave of absence does not extend the term of the re-employment list.

ARTICLE V. DISCIPLINARY ACTION

Authority

The Chief of Police ~~or designee~~ may dismiss, demote, suspend, reduce the pay, ~~demote,~~ or impose other disciplinary actions on any employee for cause. Any employee who is disciplined shall be furnished a written notice of such action.

Employees absent without leave who fail to return to duty within twenty-four (24) hours after notice to return shall be discharged.

Procedure for Disciplinary Action

All disciplinary actions shall be administered pursuant to California Government Code 3300 et. seq. and all due process requirements.

Employees must be given prior written notice of any proposed discipline before such action is taken. Such disciplinary action notice must include:

1. The proposed action;
2. The reasons for the action;
3. A statement of the charge(s) and a listing of or copies of any materials upon which the action is based;
4. Explanation of the employees right to the opportunity to respond orally or in writing to the charges.

~~The individual issuing the notice of intended discipline shall not be appointed the~~The Chief of Police will act as the Skelly meeting officer. However, if the Chief is expected to be unavailable for thirty (30) days or more, they may designate another person to act on their behalf. If the employee is not satisfied with the decision of the Chief of Police or designee, the employee or their Union representative may appeal a dismissal, demotion, suspension or reduction in pay, based on the criteria below, to either the City Manager or to binding arbitration by filing a written appeal with the Administrative Services Director within fourteen (14) calendar days after receipt of the Police Chief's determination.

1. City Manager Appeal Authority: Suspensions equal to or less than three days, or equivalent ~~demotions,~~ reductions in pay, ~~and terminations~~ may be appealed to the City Manager, or designee, whose decision will be final with no further right to appeal. The City Manager, or designee, may request an arbitrator hold a hearing and issue an advisory opinion prior to the City Manager's final decision~~, except as provided below~~.
2. Arbitration~~City Manager and Option to Use an Arbitrator~~: Dismissals, demotions, s~~S~~uspensions of greater than three (3) days, and reductions in pay equal to more than three (3) day suspensions may be appealed to~~, demotions, and dismissal may be appealed to the City Manager, or his/her designee, or at the option of the employee or the Association, the appeal may be heard by~~ an impartial Arbitrator. The City and Union will agree on an arbitrator. Should the parties fail to agree on an impartial arbitrator, they shall request a list of seven (7) names of qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss. ~~Depending on the chosen option, the final decision reached by either the City Manager or the Arbitrator, shall be binding on the parties.~~ When an Arbitrator is selected, it will be the responsibility of the Arbitrator to conduct the hearing and create the record of the hearing. The decision of the Arbitrator will be binding on the parties.

The costs of an Arbitrator and all incidental hearing costs (such as court recorder fees, transcription fees, etc.) shall be shared equally between the City and Union. Each party shall be responsible for their own costs.

ARTICLE VI. REINSTATEMENT

When employees who resign in "good standing" are reinstated to a position in the class from which they resigned, they shall have their seniority for the previous years of City service restored.

ARTICLE VII. SENIORITY

Beginning May 1, 2025, seniority for Police Officers will be based on the date of hire. When Police Officers are hired on the same date, the following criteria will determine seniority:

1. When a Police Trainee is hired, the date of seniority shall be the date they are appointed to a Police Officer after graduation from the basic police academy. If two or more Police Officer Trainees have the same date of seniority, those Police Trainees' seniority will be determined by their final ranking in the basic police academy.
2. When a Police Officer "academy graduate" is hired on the same date as a Police Trainee's appointment to a Police Officer, those Police Officers' seniority will be determined by their final ranking in the basic police academy.
3. When a Police Officer "lateral" is hired on the same date as a Police Officer "academy graduate" or a Police Trainee's appointment to a Police Officer, the Police Officer "lateral" shall be granted seniority.
4. When two or more Police Officers "lateral" are hired on the same date, seniority will be based on their years of service as a California sworn law enforcement officer (down to date of originally being hired, if necessary).

Newly promoted Police Sergeants seniority will be based on their date of promotion. When two or more Police Sergeants have the same date of promotion, seniority will be at the discretion of the Chief of Police.

The seniority list shall be maintained by the Police Department.

Executed this _____ day of _____, 2025~~1~~, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives Livermore Police Officers Association	Employer Representative City of Livermore
By _____ Andrew Graycar~~Justin Lash~~, LPOA Member	By _____ Marianna Burch~~Marc Roberts~~, City Manager
By _____ Adrian Manzo~~Jason Brock~~, LPOA Member	By _____ Tina Olson~~Douglas Alessio~~, Admin. Services Director
By _____ Dan Masingale~~Sean Hurley~~, LPOA Member	By _____ Steve Rodriguez, Asst. Admin. Services Director
By _____ Nathan Pearlman~~Dan Masingale~~, LPOA Member	By _____ Kristen Hilton, Human Resources Manager
By _____ Jimmy Tompkins, LPOA Member	By _____ Kaylin Larson, Human Resources Analyst II
	By _____ Eddie Jimenez, Human Resources Analyst I

SIDE LETTER AGREEMENT
BETWEEN
LIVERMORE POLICE OFFICERS ASSOCIATION
AND
CITY OF LIVERMORE

Theth City of Livermore ("City") and the Livermore Police Officers Association ("LPOA") hereby agree as follows:

1. In the event the monthly premium for employees enrolled in the Kaiser Account Based Health family plan increases to an amount in excess of $1,950 per month, the City will pay the Kaiser Account Based Health family plan premium amount above the $1,950 for those employees only. This provision will expire on April 30, 2025
2. Any dispute between the Parties will be resolved pursuant to the grievance procedure identified in the current MOU.
3. This Side Letter agreement is not intended to supplant or modify any terms or conditions of the existing MOU other than those referenced herein. In the event of a conflict between this Agreement and the MOU, the more specific terms shall control.

Executed this _____ day of _____, 2021.

Employee Representatives Livermore Police Officers Association	Employer Representative City of Livermore
By _____ Justin Lash, LPOA Member	By _____ Marc Roberts, City Manager
By _____ Jason Brock, LPOA Member	By _____ Douglas Alessio, Admin. Services Director
By _____ Sean Hurley, LPOA Member	
By _____ Dan Masingale, LPOA Member	

Attachment 1

ALE & LPOA EMPLOYEE'S PERSONAL LEAVE POLICY ~~L.P.O.A., M.E.A.N., & POLICE MANAGEMENT EMPLOYEE'S PERSONAL LEAVE POLICY~~

Personal Leave is a negotiated benefit available to ALE and L~~.~~P~~.~~O~~.~~A~~., M.E.A.N., and Police Lieutenant~~ employees. An eligible employee must complete six consecutive months of satisfactory service before being entitled to use personal leave.

The use of personal leave time shall be at the employee's request, and with the prior approval of his/her supervisor.

Personal leave must be taken prior to the expiration of each year. For the purposes of personal leave, the year begins with the first pay period paid in January and ends with the last pay period paid in December.

An employee shall not be entitled to pay in lieu of personal leave, and it cannot be accrued and carried over from one year to the next. Personal leave must be used prior to termination, promotion, or transfer to a different representation group.

It is a good practice to use your personal leave prior to vacation leave. By doing so, you eliminate the possibility of losing it.

S:\POLICIES\Personal Leave Policy.doc
March 24, 2003

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE AND THE LIVERMORE POLICE OFFICERS ASSOCIATION

The Livermore Police Officers Association (LPOA) Memorandum of Understanding will expire on April 30, 2025. The City and the LPOA met and negotiated a successor Master Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the amendments to the Master Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Police Officers Association for the period of May 1, 2025 through April 30, 2029, as reflected in the attached Exhibit A, and hereby authorizes the City Manager to execute that MOU on behalf of the City of Livermore.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 28, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Master Memorandum of Understanding – Livermore Police Officers Association

MASTER

MEMORANDUM OF UNDERSTANDING

on

WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

LIVERMORE POLICE OFFICERS ASSOCIATION

and

CITY OF LIVERMORE

TERM OF MEMORANDUM

May 1, 2025 – April 30, 2029

T A B L E O F C O N T E N T S

CHAPTER 1. ADMINISTRATION 1
ARTICLE I. PARTIES TO UNDERSTANDING 1
ARTICLE II. RECOGNITION 1
ARTICLE III. STATE LAW COMPLIANCE 1
ARTICLE IV. CITY COUNCIL APPROVAL 1
ARTICLE V. CITY RIGHTS 1
ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING 1

CHAPTER 2. SALARIES, OTHER COMPENSATION, AND SCHEDULES 2
ARTICLE I. SALARIES 2
ARTICLE II. STEP INCREASES 3
ARTICLE III. PROMOTION 3
ARTICLE IV. OVERTIME 3
ARTICLE V. CALL BACK/TELEPHONE PAY 4
ARTICLE VI. COURT APPEARANCES/COURT CANCELLATION 4
ARTICLE VII. POST CERTIFICATION PAY 5
ARTICLE VIII. TUITION REIMBURSEMENT 6
ARTICLE IX. DEFERRED COMPENSATION PROGRAM 6
ARTICLE X. UNIFORM ALLOWANCE 6
ARTICLE XI. HOLIDAY-IN-LIEU PAY 6
ARTICLE XII. BILINGUAL PAY 6
ARTICLE XIII. FIELD TRAINING OFFICER PAY 7
ARTICLE XIV. LONGEVITY PAY 7
ARTICLE XV. TRAINEE RATE 7
ARTICLE XVI. CANINE PAY 8
ARTICLE XVII. MOUNTED POLICE UNIT 8

CHAPTER 3. LEAVES AND SCHEDULING 9
ARTICLE I. VACATION 9
ARTICLE II. SICK LEAVE 10
ARTICLE III. BEREAVEMENT LEAVE 11
ARTICLE IV. PERSONAL LEAVE 11
ARTICLE V. LEAVES OF ABSENCE 12
ARTICLE VII. STANDBY TIME OFF POLICY 13
ARTICLE VIII. DONATION OF LEAVE TIME TO OTHER EMPLOYEES 13

CHAPTER 4. INSURANCES AND HEALTH CARE 13
ARTICLE I. HEALTH CARE BENEFITS 13
ARTICLE II. LONG TERM DISABILITY PLAN 14
ARTICLE III. LIFE INSURANCE 14
ARTICLE IV. RETIREE HEALTH BENEFIT 14

CHAPTER 5. RETIREMENT PLAN 16
ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS 16

CHAPTER 6. GRIEVANCES, APPEALS, AND HEARINGS 17
ARTICLE I. GRIEVANCE PROCEDURE 17

CHAPTER 7. UNION ISSUES 18
ARTICLE I. DUES 18
ARTICLE II. UNION REPRESENTATIVES 19
ARTICLE III. ACCESS TO WORK LOCATIONS 19
ARTICLE IV. CITY FACILITIES 19
ARTICLE V. BULLETIN BOARDS 19
ARTICLE VI. ADVANCE NOTICE 20
ARTICLE VII. NO DISCRIMINATION 20
ARTICLE VIII. ASSOCIATION RELEASE TIME 20

CHAPTER 8. MISCELLANEOUS 21
ARTICLE I. WORK SCHEDULES 21
ARTICLE II. PROBATION 21
ARTICLE III. LAYOFF PROCEDURES 22
ARTICLE IV. RE-EMPLOYMENT 23
ARTICLE V. DISCIPLINARY ACTION 24
ARTICLE VI. REINSTATEMENT 25
ARTICLE VII. SENIORITY 25

CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation, hereinafter referred to as "CITY", and the LIVERMORE POLICE OFFICERS ASSOCIATION, hereinafter referred to as "UNION", pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix "A" attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

Livermore Police Officers Association is the formally recognized employee organization for the Police Employees Unit. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing May 1, 2025 and ending April 30, 2029.

ARTICLE V. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Nothing in this article shall relieve the city of its obligation to meet and confer on the impact of the exercise of the city’s rights when required by law to do so.

ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

It is the intention of the parties that the terms and provisions of this Memorandum shall govern the issues, terms, and conditions contained herein. The Memorandum shall supersede any City policy, rule, resolution, or personnel practice which is in conflict with this Memorandum.

This Memorandum of Understanding shall supersede all existing Memorandums of Understanding between the City and the Union.

Except as otherwise specifically provided herein, this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

CHAPTER 2. SALARIES, OTHER COMPENSATION, AND SCHEDULES

ARTICLE I. SALARIES

Effective May 5, 2025, salaries of classifications assigned to this bargaining unit will reflect an increase of five percent (5%) and a market based equity adjustment increase of five percent (5%).

Subsequent contract years will include the following increases:

Effective May 4, 2026 – 3%
Effective May 3, 2027 – 3%
Effective May 1, 2028 – 3%

Market based equity adjustments will increase base salaries as follows:

Effective May 4, 2026 – 2%
Effective May 3, 2027 – 2%
Effective May 1, 2028– 2%

Appendix A, attached hereto, shall reflect the salary and market based equity adjustments associated with the classifications and the salary ranges assigned to each of those classifications.

The City will complete a total compensation salary survey in January 2027. The survey will include the following elements of compensation for PEPRA members, with any known increases effective through July 2027:

- Top Step Salary
- Total Employee PERS contributions (including normal cost and cost sharing)
- Maximum employer contribution towards the following:
    - Medical
    - Dental
    - Vision
- Retiree Health Savings (RHS) or the comparable value of the Normal Cost of Defined Benefit (the City will work with its actuary to develop a methodology that ensures the benefits are comparable)
- Holiday Pay (Holiday-in-lieu)
- Uniform Allowance
- POST Pay
- Educational Incentive Pay
- Highest Longevity Pay available to a PEPRA member (based on 1/1/13) (including Master Officer)
- If an agency makes CIT pay available to all bargaining unit members and a majority of the relevant bargaining unit receives CIT Pay, the City will also include CIT pay in the “POST Pay” category.

If the total compensation study shows the Police Officer classification more than five percent (5%) below market median, this MOU will reopen on the subject of wages. Any changes to employee wages will be by mutual agreement.

ARTICLE II. STEP INCREASES

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance as measured by specific performance standards and shall require recommendation of the Chief of Police and approval by the City Manager. Standards of performance shall become progressively higher as the employee advances through the salary range. In case of poor job performance, a step increase may be withheld. A decision to withhold a step increase shall not be subject to appeal or grievance.

If the City Manager at any time determines that it is in the City's interest, they may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of Chapter 2, Article II, an employee who has satisfactorily completed the length of service requirement, and who has received a satisfactory rating on a Performance Evaluation, shall receive salary step increases according to the following plan:

Step B - after completion of thirteen (13) pay periods of satisfactory service at Step A.
Step C - after completion of twenty-six (26) pay periods of satisfactory service at Step B.
Step D - after completion of twenty-six (26) pay periods of satisfactory service at Step C.
Step E - after completion of twenty-six (26) pay periods of satisfactory service at Step D.

Such salary step increases shall be effective on the first day of the pay period beginning after meeting the service and performance requirements.

ARTICLE III. PROMOTION

An employee who is promoted from one class to a class in a higher range shall be entitled to the step in the higher range which will result in a base salary increase of not less than one full step; the salary increase shall be equivalent to at least ten percent (10%) but not more than the maximum rate for that class. Upon promotion to a new classification, the employee shall not lose his/her earned POST pay differential until such time as the promoted employee earns a Supervisory POST certificate. The effective date of the promotion shall be the new review date for the purpose of determining eligibility for step increases.

ARTICLE IV. OVERTIME

Authorization

All overtime worked must be approved in advance by the Chief of Police or designated representative; provided, however, that for emergency conditions the Chief of Police may approve exceptions to this procedure.

Definition

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA), subject to the provisions contained herein. Pursuant to FLSA Section 7K, the City utilizes a 28-day work period.

In addition, overtime shall be paid for time worked in excess of a standard work shift or for time worked on a regularly scheduled day off. Such overtime shall be paid at the rate of one and one-half times the employee's base hourly rate.

Compensatory time off may be taken in lieu of overtime payment in accordance with the provisions of the FLSA. Such time off shall be mutually agreeable to the employee and the Chief of Police, or designee, taking into consideration any emergency requirements for staff and services, and the availability of qualified substitute staff. Compensatory time off which accrues in excess of two-hundred (200) hours must be liquidated by monetary payment.

ARTICLE V. CALL BACK/TELEPHONE PAY

When an employee has completed the regularly assigned shift, is on a regular day off, or on paid leave, and is called back to work, the employee shall, upon reporting, receive a minimum of three (3) hours work, or if three (3) hours work is not furnished, a minimum of three (3) hours of pay at time and one-half (1.5) of the employee's base hourly rate of pay. This provision does not apply to work performed contiguous with an employee's scheduled shift (e.g., holdovers) or instances in which the employee is called to report before their regular starting time and does work from the time of reporting to their regular starting time.

Telephone Pay

When an employee has completed the regularly assigned shift, is on a regular day off, or on paid leave, and is called by a superior officer, or anyone acting at the direction of a superior officer, the Chief of Police or designee, such employee shall receive compensation in the form of one quarter (.25) hour pay at the overtime rate of one and one half times (1.5) the employee's base hourly rate of pay.

Employees are not entitled to the remote call-in minimum for incidental telephone, text, or video contacts (e.g., calls involving staffing availability, shift assignment, shift coverage), to employees assigned to standby, or to calls requiring the employee to return to work.

Remote Attendance

When an employee is required to remotely attend meetings, trainings, or similar activities during off-duty time, the employee shall receive a minimum of one (1.0) hour at one and one half (1.5) times the employee's base hourly rate of pay. Remote attendance includes but is not limited to: telephonic, video, or virtual attendance.

ARTICLE VI. COURT APPEARANCES/COURT CANCELLATION

In Person Appearances

Any employee who is required to appear in person at court in connection with an employee's usual official duties, or in connection with a case in which the City is a party, during off-duty time, shall receive a minimum of three (3) hours at one and one half (1.5) times the employee's base hourly rate of pay.

Those employees required to so appear in court on their normal day off or who are assigned to and do work the Graveyard shift, shall receive a minimum of four (4) hours at one and one half (1.5) times the employee's base hourly rate of pay.

In the event the court appearance exceeds the minimum time provisions above, the employee shall be paid for all time worked at one and one half (1.5) times the employee's base hourly rate of pay.

Remote Appearances

When a court appearance is for telephonic, video, other remote testimony, or placed on standby by the District Attorney's Office, the employee shall receive a minimum of two (2) hours at one and one half (1.5) times the employee's hourly rate of pay. In the event the court appearance exceeds the minimum time provision above, the employee shall be paid for all time worked at one and one half (1.5) times the employee's base hourly rate of pay.

Court Cancellation

In the event an employee is required to appear in court in person or remotely pursuant to a subpoena and such appearance is cancelled within twenty-four (24) hours prior to the scheduled appearance, such employee shall receive (a) two (2) hours paid at one and one half times (1.5) the base hourly rate of pay for scheduled in person testimony and (b) one (1) hour paid at one and one half times (1.5) the employee's base hourly rate of pay for remote appearances. In order to receive such compensation, the employee shall make a reasonable effort to determine if such court appearance has been cancelled more than twenty-four (24) hours prior to the scheduled appearance.

ARTICLE VII. POST CERTIFICATION PAY

Police Officers who receive a Regular Intermediate or Advanced Certificate issued by the California Commission on Peace Officers Standards and Training (POST) and Police Sergeants who receive a Regular Intermediate, Advanced, or Supervisory POST Certificate, will be eligible to receive POST Certification Pay as set forth below.

Employees may only be compensated for one certificate at a time (i.e., an employee can only receive pay for the highest-level certificate they have achieved).

The monthly Post Certification amounts will be:

- Effective May 5, 2025
  - Intermediate - $400/month
  - Advanced - $600/month
  - Supervisory - $765/month (Sergeant Only)
- Effective May 4, 2026
  - Intermediate - $440/month
  - Advanced - $750/month
  - Supervisory - $925/month (Sergeant Only)
- Effective May 3, 2027
  - Intermediate - $480/month
  - Advanced - $900/month
  - Supervisory - $1,090/month (Sergeant Only)
- Effective May 1, 2028
  - Intermediate - $525/month
  - Advanced - $1,050/month
  - Supervisory - $1,250/month (Sergeant Only)

The employee shall be responsible for notifying the City that the Police Chief has certified the application for the POST certificate and upon receipt of the certificate, the employee shall be responsible for notifying the City that the POST certificate has been received. The effective date of the certificate

pay shall be the beginning of the first pay period commencing after the Human Resources Department has received a copy of the certified POST certificate application. Continued certificate pay is contingent upon the employee actually receiving the certification within eight months of the date the application was sent to POST. If the certificate is not issued by POST, then the employee will be required to pay back the certification pay in full to the City.

ARTICLE VIII. TUITION REIMBURSEMENT

Employees who have successfully completed their initial probationary period in a class covered by this Memorandum, shall be eligible to participate in the Tuition Reimbursement Plan. An eligible employee may be reimbursed for three fourths (75%) of the cost of tuition and books for educational courses related to the employee's work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must submit the necessary forms and obtain the approval of the City Manager prior to enrolling in the course. The City Manager's review and action on a request will follow the City Manager's Administrative Regulation establishing a Tuition Reimbursement Plan procedure.

ARTICLE IX. DEFERRED COMPENSATION PROGRAM

Employees shall be eligible to participate in the deferred compensation program administered by the City.

Effective May 5, 2025, bargaining unit members who meet the definition of "new employee" under the Public Employment Pension Reform Act shall receive an employer matching contribution of $40 per pay period with an employee contribution of at least $40 per pay period.

ARTICLE X. UNIFORM ALLOWANCE

The Uniform Allowance provided to Police Officers and Police Sergeants and will be $1,250 per year.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Newly appointed Police Officers shall be paid the annual uniform allowance on the first payday following employment. In recognition of the uniform allowance advance, the aforementioned employees shall not be eligible for, nor receive, an annual uniform allowance as indicated above until one year from the date of advance payment. Employees receiving the uniform allowance advance who resign for any reason within the first year of employment shall repay the total annual uniform allowance amount to the City of Livermore.

ARTICLE XI. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Police Officers and Police Sergeants shall receive holiday-in-lieu pay as follows. Holiday-in-lieu pay shall be paid in equal amounts each pay period. The amount of such pay shall be seven and one-half percent (7.5%) of the employee's base hourly pay in effect during the pay period.

ARTICLE XII. BILINGUAL PAY

Employees certified as competent at the conversational level in Spanish, Vietnamese, Arabic, Farsi, Mandarin, Cantonese, Cambodian, Sign Language and other languages as determined by the Police Chief, shall receive one hundred dollars ($100.00) per pay period for each full pay period they remain certified. Employees receiving bilingual pay are subject to periodic re-certification as a condition of receiving such payments.

ARTICLE XIII. FIELD TRAINING OFFICER PAY

Police Officers and Police Sergeants who are assigned by the Chief of Police the assignment of Field Training Officer (FTO) or FTO Sergeant, shall receive four percent (4%) of their base salary while they are assigned.

If a member assigned to FTO duties is not physically fit for duty as a result of a non-work related injury or illness, the member will continue to receive FTO pay for the first thirty (30) calendar days of such injury or illness.

ARTICLE XIV. LONGEVITY PAY

Police Officers and Police Sergeants employed with the City of Livermore with five (5) through nine (9) years of continuous service will be eligible to receive three (3%) percent of monthly base pay. Police Officers and Police Sergeants employed with the City of Livermore with ten (10) or more years of continuous service will be eligible to receive six (6%) percent of monthly base pay.

Effective May 5, 2025, Police Officers and Police Sergeants will be eligible to receive up to five (5) years of service credit towards longevity for previous sworn California law enforcement experience. Employees must provide proof of prior sworn California law enforcement experience to Human Resources.

ARTICLE XV. TRAINEE RATE

An employee hired as an "entry level" hire required to attend a police academy shall be hired as a Police Trainee.

The Police Trainee is a non-sworn classification whose sole duty is to participate in a P.O.S.T. (Commission on Peace Officer Standards and Training) prescribed Police Academy training program sponsored by the City.

Police Trainees are probationary employees until they have successfully completed the Academy. Police Trainees who graduate from the Academy will be appointed to the Police Officer classification immediately upon graduation.

Police Trainees have no due process rights and are not subject to the disciplinary procedures of this agreement (i.e., they can be terminated for failure to complete the Academy or for any other lawful reason).

As a non-sworn classification, employees in the Police Trainee classification are not entitled to the benefits available only to sworn members, including but not limited to: CalPERS' Safety Pension, the Public Safety Officers' Procedural Bill of Rights, Long Term Disability Benefits, or workers' compensation benefits under Labor Code Section 4850. Police Trainees will be enrolled in the CalPERS' Miscellaneous Pension, are eligible for Holiday-in-lieu Pay, vacation leave, sick leave, and health and welfare benefits, and are limited to a single salary step. In addition, Police Trainees do not qualify for the Uniform Allowance.

Upon completion of the police academy and being sworn in as a police officer, the employee shall be placed at step "A" of the salary schedule for Police Officer and subject to a new probationary period as a Police Officer.

ARTICLE XVI. CANINE PAY

The assignment of a canine to an officer requires the officer to care for, train and utilize the canine for police operations on an as needed basis. An officer that has a canine assignment will be paid an $800 per month canine premium pay to account for the necessary time to handle, train, board, and provide care relating to the canine and the canine assignment. The officer will be provided a take home vehicle as part of the canine duties. With the provision of the premium pay and the vehicle, the Police Department expects that efforts will be made to respond as necessary when off-shift. The Police Department shall notify Human Resources of start and end dates of canine officer assignments to ensure proper pay.

ARTICLE XVII. MOUNTED POLICE UNIT

The Livermore Police Department (LPD) will establish a voluntary Mounted Police Unit. The unit will be staffed as a collateral assignment for up to four members of the Police Department from the ranks of Police Officer and Police Sergeant. Assigned members will be required to use their own, privately owned horses for all events, call outs, and trainings. The Police Department will determine the selection criteria for and roles and required responsibilities of unit members including, but not limited to training, event participation, and deployment responsibilities. Activities and deployments are covered under the Livermore Police Department Policy Manual, Policy No. 318.

Unit members shall be compensated eight hundred dollars ($800) monthly to offset the cost for the care, grooming, boarding, and feeding of the horses.

Upon appointment to the unit, all members will be eligible for the following department provided equipment, to be used for Livermore Police Department activities only:

- Saddle/Breast Collar/Back Girth
- Saddle Pads
- Briddle/Reins
- Bits
- Training Halter and Lead Rope/Patrol Halter and Lead
- Saddle Bags
- Bridle Bags
- Saddle Fitting
- Boots
- Helmet

All unit members will be eligible to use department provided horse trailers equipped with an appropriate first aid kit.

Unit members will be eligible for up to four hours (4) of pay at the overtime rate of one and one-half times (1.5) the employee's base hourly rate of pay (2 hours before and 2 hours after) for each event, deployment, or training attended. When staffing levels permit, training day schedules will be adjusted to reduce required overtime. However, if the event is completed on a normally scheduled day off, the time will be compensated at the rate of one and one-half times (1.5) the employee's base hourly rate of pay.

The Chief of Police will have the sole authority to continue or terminate the Mounted Police Unit based on the Department's needs.

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. VACATION

Eligible employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Month	Accrual Rate Per Pay Period
First through fourth	8.57 hours	3.96 hours
Fifth through eleventh	11.43 hours	5.28 hours
Twelfth through fourteenth	14.29 hours	6.60 hours
Fifteenth through sixteenth	15.71 hours	7.25 hours
Seventeen or more	17.14 hours	7.91 hours

Qualifying

Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service in the City in order to be eligible for their full annual vacation leave; provided, however, that after six (6) months of continuous service their may be permitted to take vacation leave not to exceed five (5) working days at the discretion of the Chief of Police.

Vacation Scheduling

The times during a calendar year in which an employee may take vacation shall be determined by the Chief of Police with due regard to the wishes of the employee and particular regard to the needs of the service.

Vacation Accumulation

Employee may accumulate up to Three Hundred and Fifteen (315) maximum hours of vacation. Accrual will terminate after the employee accumulates the 315 maximum vacation hours.

Compensation-In-Lieu of Vacation

When an employee working their regular schedule and assignments and whose accumulated vacation is at the maximum, requests vacation time off and the request is denied by the Chief of Police for departmental necessity, that employee may be granted compensation at full pay in-lieu of vacation accrued.

Vacation Cash Out

An employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of forty (40) hours vacation leave from the December payment of the previous year to the June payment of the current year and/or eighty (80) hours of vacation leave from the December payment of the previous year to the December payment of the current year, retains a minimum balance of (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in June and December of each year.

During the month of December of each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure they have used the required number of hours and that the elected vacation hours to be cashed out are available at the time of each vacation cash out. If an

employee has not met the leave usage requirement or does not have enough vacation hours, the employee will not be eligible for that vacation cash out during the year.

The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

Vacation Pay at Termination

Employees who terminate employment shall be paid a lump sum for such vacation accrued as provided in sections Vacation Benefits and Vacation Accumulation. No such payment shall be made for vacation accumulated contrary to the provision of this Memorandum of Understanding.

ARTICLE II. SICK LEAVE

Benefits

Sick leave with pay shall be granted by the appointing authority at the rate of eight (8) hours for each calendar month of service. Sick leave usage shall not be considered a privilege which an employee may use at discretion, but shall be allowed only in case of necessity of actual sickness or disability. Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year. In no event shall sick leave be converted into a cash bonus. Sick leave may not be used before it is earned.

Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify the department in conformance with established policies prior to the time set for reporting for duty.

Doctor's Certificate or Other Proof

At the discretion of the employee's unit supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than three (3) consecutive work days, the employee shall file a physician's certificate or a personal affidavit with the Chief of Police or Administrative Services Director with the expected return to work date.

Family Illness

An employee may use sick leave for absences caused by the illness or injury of a member of the employee's immediate family which requires the presence of the employee. Granting of such leave shall be in accordance with the provisions of the California Labor Code section 233, which permits an employee to use up to one-half of the annual sick leave accrual to care for an ill family member, as defined in labor Code Section 233.

Immediate Family

For purposes of the use of sick leave due to family illness or death, “immediate family” shall include family members identified in Labor Code Section 233. In addition, “immediate family” shall include grandparents of the employee, employee’s brother and sister, or a relative residing in the employee’s home.

General

Sick leave is not granted for: (1) any sickness or injury purposely self-inflicted or caused by the employee's own willful misconduct; or (2) disability arising from any sickness or injury related to employment other than with the City of Livermore.

Sick leave is not granted and no cash payment is made for accumulated sick leave at the time of termination or retirement.

Accrued sick leave may be used during a period of pregnancy leave, as provided under the City's Personnel Rules.

Parental Leave

Any employee who becomes a parent by adoption or any male employee who becomes a father due to the birth of a child may request the use of four (4) days (44 hours) of sick leave to be with the child. Such leave will be in addition to and may be combined with, that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE III. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed three (3) work shifts for full-time employees. The immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Spouse or registered domestic partner
- Child(ren)
- Parents
- Siblings
- Grandparents
- Grandchildren
- A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to three work shifts of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Aunt or Uncle

Employees may supplement the paid bereavement leave with accrued leave (including vacation or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation, personal leave, or compensatory time off with the approval of their supervisor.

ARTICLE IV. PERSONAL LEAVE

Each LPOA employee shall be eligible for personal leave. Personal leave shall be credited and taken in accordance with the Personal Leave policy governing personal leave days described in the "Personal Leave Policy", see Attachment "1", and credited as follows:

Sixteen (16) hours for each eligible employee.

ARTICLE V. LEAVES OF ABSENCE

Leave Without Pay

The City Manager may grant a leave of absence without pay for up to three (3) months, and at the City Manager's sole discretion, extension of such leaves may be granted. No such leave shall be granted except upon the written request of the employee, and such request shall be submitted to the Chief of Police and the Administrative Services Director. Such leaves may be granted to permit the employee to engage in activities that will increase their value to the City upon return, or because of sickness, injury, or personal hardship. Employees may not be granted a leave of absence without pay until all accrued vacation or other leave time for which they are eligible has been taken, unless otherwise determined by the City Manager whose decision shall be final. Failure on the part of the employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation, sick leave, and any other benefit or compensation shall not accrue to an employee on a leave of absence.

Employees qualifying for and receiving long-term disability benefits will automatically be granted a leave of absence without pay or benefits for the duration of their disability, but not to exceed twelve (12) months.

Job Incurred Injury Leave

Any employee covered by this Memorandum of Understanding who has suffered any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled for the period of such disability to the maximum provided under State Law. During the period the employee is paid 4850 benefits by the City, the employee shall assign or endorse to the City disability benefit payments received as a result of Workers' Compensation Insurance coverage, if any, except reimbursement for travel. In the event that the payment received by the employee is not endorsed to the City, a payroll deduction for the amount of the payment will be made the payroll period following notification to the City by Workers' Compensation that the check has been issued to the employee. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation. Until such time as a determination is made, the employee shall be eligible to use their accrued sick leave, vacation leave and, if applicable, the long term disability benefit. The benefits of sick leave, vacation leave, and job incurred injury leave shall be mutually exclusive, and no disability leave may be used for the purposes specified under Chapter 3, Article II, Sick Leave, or Chapter 3, Article I, Vacation Leave of this Memorandum of Understanding, and no sick leave or vacation leave benefits may be used for the purposes specified under this provision.

Jury Duty

An employee summoned to jury duty shall inform their unit supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fee, excluding mileage, meals, or other expenses reimbursed by the court, received by the employee shall be remitted to the City.

Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees except as preempted by Federal Statutes.

In addition to the requirements set forth in Military and Veterans Code of the State of California, the City shall provide salary and health benefit continuation for an employee’s ordered military service for up to a total of one (1) year of military service. For purposes of this section, salary continuation shall mean the difference between the employee’s military pay and the employee’s salary.

Compliance with Federal and State Leave Acts

The City of Livermore will provide medical and family leave to employees who qualify under Federal and State Statues established by the Federal Family and Medical Leave Act, the California Family Rights Act, California Pregnancy Disability Act, and such other Federal and State Acts which mandate such types of leaves.

ARTICLE VII. STANDBY TIME OFF POLICY

Employees assigned to and who perform standby shall accumulate two and three-quarters (2.75) hours of time off for each day so assigned and will be provided a take home vehicle for such assignment. An on-call work assignment must be reported to the police department during the assigned pay period.

Specific positions assigned to standby are as follows: Criminal Investigations Bureau (CIB) (two CIB members); Traffic (two Traffic members). Additionally, one officer may be assigned for Crime Scene related work.

Employees may choose to take accumulated standby time off with pay at a time mutually agreeable to the employee and their supervisor or the employee shall be paid at the end of each calendar year for all unused hours at the employee's base hourly rate of pay in effect on December 31st. In the event the employee is unable to take accumulated standby time off by the end of each calendar year, the employee shall be paid for all accumulated standby time off at the end of each year.

ARTICLE VIII. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

This is a system whereby a member covered by this Memorandum may donate accumulated time off from compensatory time or vacation accruals to another member. The City shall limit such donations to situations where the reason of the donation of leave time is necessitated by the illness or injury of the recipient and who is threatened with loss of earnings due to the exhaustion of the recipients leave benefits.

All such donations shall only be used in those situations where the recipient member is expected to return to full duty. This Memorandum shall not prevent members from donating such time to City employees not covered by this Memorandum.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH CARE BENEFITS

The City will provide a cafeteria benefit of $1,950 per month to be used towards medical premiums. Any unused portion of the cafeteria benefit will be paid as taxable income to the employee.

Employees covered under another group medical provider, can waive the City insurance coverage and receive the benefit as taxable income by providing proof of medical insurance coverage through another group provider. The employee will be required to certify their coverage on an annual basis during the open enrollment period in order to continue receiving the benefit.

Effective July 1, 2025, the City will pay the premiums for the dental and vision plans selected by the employee.

Change in Employee Benefit Plans
The City may evaluate health, medical, or dental plans currently available to employees to determine if similar or better coverage may be available to the City. The City may substitute new insurance carriers, benefit providers, or arrange for self-insurance provided that coverage is comparable to or superior to the present coverage after meeting and conferring on such changes with the Union.

ARTICLE II. LONG TERM DISABILITY PLAN
Eligible employees shall be provided with the PORAC Long-Term Disability Benefits Program. The City shall pay the premiums for this benefit for the term of this MOU.

The premium amount shall be added as an additional pay to the employee and shall be deducted from the employee's pay as an after-tax employee contribution. The additional pay is not subject to CalPERS.

ARTICLE III. LIFE INSURANCE
The City shall provide Eighty Thousand Dollars ($80,000) of life insurance for each eligible employee.

ARTICLE IV. RETIREE HEALTH BENEFIT
The following retiree medical program will apply to employees hired before February 1, 2007.

Eligibility Criteria
The following eligibility criteria will apply to LPOA employees hired prior to February 1, 2007 for the City's Retiree Health Benefit as described herein:

1. The employee must have retired within one hundred twenty (120) days of their last day of employment with the City of Livermore, and

2. The employee must have obtained a minimum of fifteen (15) years of service credit working for a CalPERS covered employer or an agency with CALPERS reciprocity which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer or an employer with CALPERS reciprocity will be validated by CalPERS and/or the employee's former employers at the time of retirement. For purposes of this subsection, service credit shall not include service credit purchased pursuant to SB 719.

Industrial Disability Retirement
An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the maximum dollar allotment for active employees for medical insurance (excluding dental not to exceed $83.60). The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

Years of Service	City's Contribution
15	75%
20	85%
25+	100%

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum dollar allotment for active employees for medical insurance (excluding dental not to exceed $83.60 per month) as set forth in Chapter 4 Article I.

Reimbursement Amount for Employees Retiring After April 30, 2025

Qualified Bargaining Unit employees who were hired before February 1, 2007 and who retire after April 30, 2025 shall receive a reimbursement amount based on the below schedule. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

Years of Service	City's Monthly Contribution
15	$1,462.50
20	$1,657.50
25+	$1,950.00

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount for which the retiree qualifies based on years of service.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to fifty percent (50%) of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration

The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retirement Health Savings Account
Employees hired prior to February 1, 2007 shall also participate in the City's retirement health savings account program with a mandatory employee contribution of one (1%) percent.

Employees Hired On or After February 1, 2007
Employees hired on or after February 1, 2007 shall not be eligible for the retirement health benefit described in Article IV above. An employee hired on or after February 1, 2007 shall receive a retirement health savings account with a City contribution equal to five percent (5%) of the employee's base salary; the employee shall be required to contribute one percent (1%) of his/her base salary.

CHAPTER 5. RETIREMENT PLAN

ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective December 1, 1951. The retirement plan is now titled California Public Employees' Retirement System (CalPERS). Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE	SUPERSEDED
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
2%@55 Formula for Local Safety Members	August 1, 1973	February 7, 1983
Credit for Unused Sick Leave	November 22, 1978	
2%@50 Full Formula for Local Safety Members	February 7, 1983	February 12, 2001
Third Level 1959 Survivor Benefits	June 18, 1990	February 1, 1998
One Year Final Compensation	June 18, 1990	
EPMC Reported as Special Compensation	December 25, 1995	
Fourth Level Survivor Benefit	February 1, 1998	
Death Benefit/Remarriage	February 1, 1998	
3%@50 formula for Local Safety Members	February 12, 2001	
Military Service Credit	September 1, 2004	
3%@55 Formula for Local Safety Members with Three Year Final Compensation	December 30, 2012	
2.7%@57 Formula for Local Safety Members with Three Year Final Compensation	January 1, 2013	

Effective December 30, 2012, newly hired classic CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 3% @ 55 retirement formula with the highest average annual compensation earned during three (3) consecutive years of CalPERS service, as defined in CalPERS Employees' Retirement Law. Such newly hired employees shall pay the employees' nine (9) percent contribution using the provisions in IRSC Section 414(h)(2). Other plan options are set forth above.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to the California Public Employees' Retirement System shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a

retirement formula of 2.7%@57 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

CHAPTER 6. GRIEVANCES, APPEALS, AND HEARINGS

ARTICLE I. GRIEVANCE PROCEDURE

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding or the Personnel Rules and Regulations. (Exception: Decisions by any City official as established by this Memorandum or the City Personnel Rules and Regulations are final, and shall not be subject to the grievance procedure.) A grievance may be filed by an employee or the Union. In the event the grievance is filed by the Union, the grievant shall be named.

Prior to filing a formal grievance, an employee who has a complaint shall discuss the complaint with their unit supervisor within twenty (20) calendar days of the knowledge of the cause of the complaint. If the employee is not satisfied with the response of their unit supervisor, the employee may, either individually or by instructing the representative of the Union, file a written grievance with the Police Captain stating the particulars of the grievance and the nature of the determination desired. The grievance must be filed within ten (10) calendar days after the unit supervisor's response. The Police Captain shall immediately forward a copy of the grievance to the Administrative Services Director.

Within ten (10) working days after receipt of the written grievance, the Police Captain or designee shall give a written response to the grievant with a copy to the Administrative Services Director. The response shall identify the issues and determine a resolution to the grievance.

If an employee is not satisfied with the decision of the Police Captain or designee, the employee may, either individually or by instructing the representative of the Union, appeal to the Chief of Police. Such an appeal must be presented in writing stating the particulars of the grievance and the nature of the determination desired within ten (10) working days after receipt of the Police Captain or designee's written response. The Chief of Police or designee shall investigate the grievance and, within ten (10) working days after receipt of the written appeal, give a written response to the grievant with a copy to the Administrative Services Director. The response shall identify the issues and determine a resolution to the grievance.

If the employee is not satisfied with the decision of the Chief of Police, the employee may, either individually or by instructing the representative of the Union, appeal to the City Manager by filing a written appeal with the Administrative Services Director within ten (10) working days after receipt of the Police Chief or designee's determination.

Such appeal should state the particulars of the grievance and the determination desired. The grievance shall be investigated by the City Manager, or their designee, and a meeting will be held between the City Manager (or designee) and the grievant. The City Manager or their designee shall consider the grievance and related recommendations, and render a decision within fifteen (15) working days of such meeting. The decision of the City Manager (or designee) shall be final.

No grievance involving a non disciplinary compensation issue will be entertained unless it is filed in writing with the Administrative Services Director within five (5) working days of the time the affected employee was notified of such action. A copy of the grievance will be sent to the Chief of Police.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Administrative Services Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding and Personnel Rules and Regulations shall be considered as grievances. Any other matter of compensation is to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) days from the date the complaint was filed.

CHAPTER 7. UNION ISSUES

ARTICLE I. DUES

Dues Deduction

Payroll deductions for membership dues shall be granted by the City Manager only to the Union. The following procedures shall be observed in the withholding of employee earnings:

A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and not include fines, fees and/or assessments. Dues deduction shall be made only upon Union's certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.

B. The City shall direct employee requests to cancel or change deductions to Union and shall rely on information provided by Union regarding whether deductions were properly canceled or changed.

C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.

D. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Union dues deduction.

E. The union shall file with the City Manager an indemnity statement wherein the Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE II. UNION REPRESENTATIVES

City employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Preparations for negotiations shall not occur on City time. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

ARTICLE III. ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Chief of Police. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours, unless approved in advance by the City Manager.

The Union may use the City's e-mail system to advise members of Union meetings. Using the City's e-mail system for any other purpose is prohibited. Violations of this section will result in the loss of the use of e-mail for meeting notification purposes.

ARTICLE IV. CITY FACILITIES

City employees, the Union, or their representatives may, with the prior approval of the City Manager or designee, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.
The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE V. BULLETIN BOARDS

The Union may use portions of City bulletin boards under the following conditions:

A. All matters must receive the approval of the Chief of Police or a designated representative.

B. All materials must be dated and must identify the Union that published them.

C. The actual posting of materials will be done by the City, as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials which the Chief of

Police considers objectionable will not be posted. In instances where the Chief of Police denies approval, the Union may appeal such denial to the Administrative Services Director.

D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union's materials.

E. If the Union does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

ARTICLE VI. ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and each shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution, or regulation.

For purposes of this Article, emergency shall mean a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate action.

ARTICLE VII. NO DISCRIMINATION

There shall be no discrimination based on race, color, ancestry, national origin, religion, creed, sex, sexual orientation, perceived sexual orientation, age, physical or mental disability, marital status, political opinion or affiliation, or legitimate Union activities.

ARTICLE VIII. ASSOCIATION RELEASE TIME

Livermore Police Association Board Members or others as designated by the Board, subject to the approval of the Police Chief or designee, shall be allowed a reasonable period of time without loss of compensation for the sole and exclusive purpose of conducting transactions of the Livermore Police Officers Association. Said amount of time shall not exceed three (3) hours per day for each Board member or designee and an aggregate not to exceed two hundred forty (240) hours per fiscal year for all such Board members and others designated by the Board provided every reasonable effort is made to conduct Association meetings and/or business on non-duty time. Permission to attend Association meetings on duty must be obtained forty- eight (48) hours in advance from the Police Chief or designee. Permission to conduct Association business or attend Association meetings is conditioned upon field and/or assignment conditions.

As part of the two hundred forty (240) hours per year paid release time for Association Board members, up to a total maximum of six (6) days [eight (8) hour and eleven (11) hour shifts are considered as one (1) day] may be used to attend police related conferences, seminars or conventions. Permission to attend such conferences or conventions must be obtained two (2) weeks in advance from the Police Chief or designee.

Association members may each donate up to eleven (11) hours each calendar year of their accumulated vacation and/or compensatory time to an LPOA release time bank. Such donated time shall be subject

to the same usage parameters as the aforementioned two hundred forty (240) hours provided by the City. Donated time not used in the current calendar year shall roll-over into the next calendar year.

CHAPTER 8. MISCELLANEOUS

ARTICLE I. WORK SCHEDULES

The regular work schedule shall consist of an average of 2,080 hours per year with weekly work schedules averaging 40 hours overall. Such hours of work shall be determined by the Chief of Police.

The 4/11 shift schedule requires that employees work an additional seventy-two (72) hours per year to meet the 2,080 hours worked per year requirement. In order to meet the seventy-two (72) hour requirement, sixty-three (63) hours will be scheduled as training/range training days (55 hours for continued professional training and 8 hours for range specific training) and nine (9) hours will be deducted from an employee's leave accruals based on their election of vacation, compensatory time, or personal leave at the beginning of the payroll calendar year. Employees who do not make a leave election by the beginning of the payroll calendar year will have a default election of nine (9) hours deducted from their personal leave. If there is not sufficient personal leave to cover the nine (9) hours, the balance of the required deduction will be taken from the employee's vacation accruals. For new employees, the nine (9) hours will be deducted from the elected vacation, compensatory time, and/or personal leave once it is available. The tracking period for the additional hours worked per year is based on the payroll calendar year.

The parties agree to keep in place during the term of this Memorandum the schedules in use at the time of the signing of this agreement. Any change in these schedules in a subsequent Memorandum shall be subject to meet and confer, including impasse procedures.

ARTICLE II. PROBATION

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his/her position and for rejecting any probationary employee whose performance does not meet the required standards of work.

A Police Officer hired as a lateral transfer will serve a twelve (12) month probationary period.

A Police Officer hired as an academy graduate will serve an eighteen (18) month probationary period.

A Police Trainee will be on probation until they satisfactorily complete the police academy and are sworn in as a Police Officer. They will then be required to serve an eighteen (18) month probationary period as an academy graduate Police Officer.

The probationary period for employees classified as Police Sergeants is twelve (12) months.

During the probationary period, an employee may be rejected at any time by the Chief of Police or division head after approval by the appointing authority without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer with a copy to be filed with the City Manager or Administrative Services Director.

Prior to the completion of the probationary period, the Chief of Police or a designated representative shall file with the City Manager or Administrative Services Director a notification in writing stating that the services of such employees shall be retained or rejected. Thereafter and prior to the completion of the probationary period, the City Manager or Administrative Services Director shall provide such notification to the affected employee.

Any Police Sergeant rejected during the probationary period following a promotional appointment shall be reinstated to a position as a Police Officer except when discharged for cause.

ARTICLE III. LAYOFF PROCEDURES

The City Manager, subject to the approval of the City Council and after consultation with the Chief of Police, may layoff an employee because of material changes in duties or organization, shortage of work, or funds. Thirty (30) days before the effective date of the layoff, the appointing authority shall notify the City Council of the intended actions and the reasons therefore.

In the event of a layoff, the employee in the classification in which the City is reducing the work force who has the least seniority in that classification may displace the least senior employee in the next lower paying classification(s) within the job family or previously held classification, provided such displaced employee has less service in that classification. If an employee has service in a non-sworn classification, they may displace the least senior employee in the non-sworn classification. If there is no lower paying classification, the least senior employee(s) shall be laid off. Seniority shall be determined as set forth in Chapter 8, Article VI of this agreement.

For purposes of this section, length of service in higher paying classifications shall be counted as service in any lower paying classification in the same job family. Non-regular part-time, provisional, or temporary employment shall not be counted in calculating seniority.

Re-assignment or displacement of employees within a classification or in the next lower paying classification in the job family shall occur only when the employee is capable by virtue of prior training and experience to perform the work required. The City Manager, upon recommendation of the Administrative Services Director and the Chief of Police, shall make the determination as to the employee's capability to perform the work.

Employees other than regular, full-time employees shall be laid off first, except that the seniority of employees in regular part-time positions shall be calculated on a pro-rata basis. Therefore, such employees may be eligible for retention of present or other regular part-time or job sharing positions. Full-time employees who have elected job sharing or reduced work hours in lieu of being laid off, may be re-employed in full-time positions.

The City shall give as much notice as possible to employees who are to be laid-off, but in no case shall the notice be less than fourteen (14) calendar days prior to the effective date of the layoff.

No regular employees shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification.

The City of Livermore will allow job-sharing as a means of reducing the number of employees who must be laid off. Job-sharing shall be at the option of employees who are in the same classification with

the approval of the Chief of Police and City Manager. Employees who share a job will receive a pro-rated percentage of their regular salary and benefits. Benefits, which include health insurance, life insurance, vacation, sick leave, and retirement shall also be paid on a pro-rata basis to regular part-time employees. Full health insurance coverage must be maintained by regular full-time and regular part-time employees. (Regular part-time and job-sharing are defined as employment which is budgeted year-around at a minimum of twenty (20) hours per week.)

ARTICLE IV. RE-EMPLOYMENT

Laid-off employees who received an overall rating of satisfactory or better on their last evaluation shall be placed on a re-employment eligibility list, in order of seniority, for a period of one (1) year. Such lists shall take precedence over all other employment eligibility lists except promotional re-employment lists.

Displaced employees shall be placed on a promotional re-employment list in order of seniority for a period of one (1) year. Promotional re-employment lists shall take precedence over regular promotional lists.

Failure to notify the City of a change in address, refusal to respond or to accept a re-employment offer shall result in removal from all re-employment or promotional re-employment eligibility lists.

Employees on re-employment lists shall not have the right to displace working employees.

Former employees appointed from re-employment eligibility lists shall have the following benefits restored: (1) prior unused sick leave accrual, (2) seniority at the time of layoff for purposes of determining merit increases, vacation accrual, and future reductions in force, (3) re-employment employees shall be compensated within the salary range authorized for the classification and at the step (if steps are utilized) the employee had earned in prior employment. If the employee returns to a lower paying classification than the classification from which they were laid off, the compensation shall be set at the step in the lower paying classification which is closest in pay to, but not above the dollar level, of the most recent step achieved by the affected employee in the higher paying classification, (4) employees who are re-employed in classifications for which they have completed a probationary period shall not be required to serve a new probationary period, and (5) employees in a layoff status shall not continue to accrue seniority or benefits.

Vacation which has been accrued as specified in Chapter 3, Article II may be taken prior to the effective date of the layoff, or left on the books to be available upon re-employment for up to one (1) year. At the conclusion of one (1) year, if the employee has not been re-employed, they will be paid the accrued vacation in cash.

The City of Livermore may require that employees being re-employed successfully pass a medical examination administered by the City's physician.

Employees may elect to take a leave of absence as described in Chapter 3, Article IV of this Memorandum of Understanding in lieu of being laid off or displaced. Employees who elect to take a leave of absence in lieu of being laid off shall, upon conclusion of such leave of absence, be placed on appropriate re-employment lists based upon their seniority. Authorization of a leave of absence does not extend the term of the re-employment list.

ARTICLE V. DISCIPLINARY ACTION

Authority

The Chief of Police may dismiss, demote, suspend, reduce the pay, or impose other disciplinary actions on any employee for cause. Any employee who is disciplined shall be furnished a written notice of such action.

Employees absent without leave who fail to return to duty within twenty-four (24) hours after notice to return shall be discharged.

Procedure for Disciplinary Action

All disciplinary actions shall be administered pursuant to California Government Code 3300 et. seq. and all due process requirements.

Employees must be given prior written notice of any proposed discipline before such action is taken. Such disciplinary action notice must include:

1. The proposed action;
2. The reasons for the action;
3. A statement of the charge(s) and a listing of or copies of any materials upon which the action is based;
4. Explanation of the employees right to the opportunity to respond orally or in writing to the charges.

The Chief of Police will act as the Skelly meeting officer. However, if the Chief is expected to be unavailable for thirty (30) days or more, they may designate another person to act on their behalf. If the employee is not satisfied with the decision of the Chief of Police or designee, the employee or their Union representative may appeal a dismissal, demotion, suspension or reduction in pay, based on the criteria below, to either the City Manager or to binding arbitration by filing a written appeal with the Administrative Services Director within fourteen (14) calendar days after receipt of the Police Chief's determination.

1. City Manager Appeal Authority: Suspensions equal to or less than three days, or equivalent reductions in pay, may be appealed to the City Manager, or designee, whose decision will be final with no further right to appeal. The City Manager, or designee, may request an arbitrator hold a hearing and issue an advisory opinion prior to the City Manager's final decision.
2. Arbitration: Dismissals, demotions, suspensions of greater than three (3) days, and reductions in pay equal to more than three (3) day suspensions may be appealed to an impartial Arbitrator. The City and Union will agree on an arbitrator. Should the parties fail to agree on an impartial arbitrator, they shall request a list of seven (7) names of qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss. When an Arbitrator is selected, it will be the responsibility of the Arbitrator to conduct the hearing and create the record of the hearing. The decision of the Arbitrator will be binding on the parties.

   The costs of an Arbitrator and all incidental hearing costs (such as court recorder fees, transcription fees, etc.) shall be shared equally between the City and Union. Each party shall be responsible for their own costs.

ARTICLE VI. REINSTATEMENT

When employees who resign in "good standing" are reinstated to a position in the class from which they resigned, they shall have their seniority for the previous years of City service restored.

ARTICLE VII. SENIORITY

Beginning May 1, 2025, seniority for Police Officers will be based on the date of hire. When Police Officers are hired on the same date, the following criteria will determine seniority:

1. When a Police Trainee is hired, the date of seniority shall be the date they are appointed to a Police Officer after graduation from the basic police academy. If two or more Police Officer Trainees have the same date of seniority, those Police Trainees' seniority will be determined by their final ranking in the basic police academy.
2. When a Police Officer "academy graduate" is hired on the same date as a Police Trainee's appointment to a Police Officer, those Police Officers' seniority will be determined by their final ranking in the basic police academy.
3. When a Police Officer "lateral" is hired on the same date as a Police Officer "academy graduate" or a Police Trainee's appointment to a Police Officer, the Police Officer "lateral" shall be granted seniority.
4. When two or more Police Officers "lateral" are hired on the same date, seniority will be based on their years of service as a California sworn law enforcement officer (down to date of originally being hired, if necessary).

Newly promoted Police Sergeants seniority will be based on their date of promotion. When two or more Police Sergeants have the same date of promotion, seniority will be at the discretion of the Chief of Police.

The seniority list shall be maintained by the Police Department.

Executed this _____ day of _____, 2025, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives
Livermore Police Officers Association

By _____
Taylor Burruss, LPOA Member

By _____
Anthony Batrez, LPOA Member

By _____
Mike Brunicardi, LPOA Member

By _____
Andrew Graydar, LPOA Member

By _____
Adrian Manzo, LPOA Member

By _____
Dan Masingale, LPOA Member

By _____
Nathan Pearlman, LPOA Member

By _____
Jim Tompkins, LPOA Member

Employer Representative
City of Livermore

By _____
Marianna Burch, City Manager

By _____
Tina Olson, Admin. Services Director

By _____
Steve Rodriguez, Asst. Admin. Services Dir

By _____
Kristen Hilton, Human Resources Manager

By _____
Kaylin Larson, Human Resources Analyst II

By _____
Eddie Jimenez, Human Resources Analyst I

Attachment 1

ALE & LPOA EMPLOYEE'S PERSONAL LEAVE POLICY

Personal Leave is a negotiated benefit available to ALE and LPOA employees. An eligible employee must complete six consecutive months of satisfactory service before being entitled to use personal leave.

The use of personal leave time shall be at the employee's request, and with the prior approval of his/her supervisor.

Personal leave must be taken prior to the expiration of each year. For the purposes of personal leave, the year begins with the first pay period paid in January and ends with the last pay period paid in December.

An employee shall not be entitled to pay in lieu of personal leave, and it cannot be accrued and carried over from one year to the next. Personal leave must be used prior to termination, promotion, or transfer to a different representation group.

It is a good practice to use your personal leave prior to vacation leave. By doing so, you eliminate the possibility of losing it.

S:\POLICIES\Personal Leave Policy.doc
March 24, 2003

CITY OF LIVERMORE
POLICE OFFICERS ASSOCIATION
EFFECTIVE 05/05/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	126,894.64	133,239.37	139,901.34	146,896.41	154,241.23
		10,574.55	11,103.28	11,658.45	12,241.37	12,853.44
		2440.28	2562.30	2690.41	2824.93	2966.18
		61.00704	64.05739	67.26026	70.62327	74.15444
3100	POLICE SERGEANT	157,895.87	165,790.66	174,080.19	182,784.20	191,923.41
		13,157.99	13,815.89	14,506.68	15,232.02	15,993.62
		3036.46	3188.28	3347.70	3515.08	3690.83
		75.91148	79.70705	83.69240	87.87702	92.27087
3120	POLICE TRAINEE (Non-Sworn)	44.44605	-	-	-	-

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM NO. 5.8

DATE: April 28, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution amending the City of Livermore Salary Plan dated May 2025 to incorporate wage related adjustments associated with the approval of the Livermore Police Officers Association Memorandum of Understanding as approved by City Council.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution amending the City of Livermore Salary Plan dated May 2025 to incorporate wage related adjustments associated with the approval of the Livermore Police Officers Association Memorandum of Understanding.

SUMMARY

Staff recommends the following changes to the Salary Plan:

- Incorporate wage related adjustments associated with the approval of the Livermore Police Officers Association Memorandum of Understanding.

DISCUSSION

Staff is recommending the following changes to the Salary Plan:

- The adoption of the resolution authorizing the execution of the Memorandum of Understanding between the City of Livermore and the Livermore Police Officers Association requires salary modifications to reflect wage increases in the Livermore Police Officers Salary Schedule.

FISCAL AND ADMINISTRATIVE IMPACTS

The increase in the City's cost to salary and benefits for the first year of the contract totals approximately $2,359,931.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan effective May 2025

Prepared by: Kaylin Larson
HR Analyst II

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 AMENDING THE CITY OF LIVERMORE SALARY PLAN DATED MAY 2025, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to incorporate wage related adjustments associated with the approval of the Livermore Police Officers Association Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, in accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the amended Salary Plan dated May 2025, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on April 28, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Salary Plan dated May 2025

LIVERMORE
CALIFORNIA

Salary Plan

May 2025

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	68,953.04	72,252.74	75,707.19	79,334.37	83,142.92
		5,746.09	6,021.06	6,308.93	6,611.20	6,928.58
		1,326.02	1,389.48	1,455.91	1,525.66	1,598.90
		33.1505	34.7369	36.3977	38.1415	39.9726
4000	ACCOUNT CLERK, JUNIOR	62,584.39	65,555.44	68,675.03	71,950.60	75,389.94
		5,215.37	5,462.95	5,722.92	5,995.88	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.0887	31.5170	33.0168	34.5916	36.2452
4002	ACCOUNT CLERK, SENIOR	74,928.22	78,516.44	82,284.08	86,240.11	90,393.94
		6,244.02	6,543.04	6,857.01	7,186.68	7,532.83
		1,440.93	1,509.93	1,582.39	1,658.46	1,738.35
		36.0232	37.7483	39.5597	41.4616	43.4586
4020	ACCOUNTANT, JUNIOR	89,325.06	93,672.37	98,237.06	103,029.98	108,062.56
		7,443.76	7,806.03	8,186.42	8,585.83	9,005.21
		1,717.79	1,801.39	1,889.17	1,981.35	2,078.13
		42.9447	45.0348	47.2294	49.5336	51.9532
4010	ACCOUNTING TECHNICIAN	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.2268	40.0621	41.9892	44.0126	46.1372
4030	ADMINISTRATIVE ASSISTANT	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.0268	41.9521	43.9736	46.0963	48.3250
4052	ADMINISTRATIVE CLERK I	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.0887	31.5171	33.0169	34.5917	36.2452
4051	ADMINISTRATIVE CLERK II	67,020.56	70,213.40	73,565.88	77,086.02	80,782.13
		5,585.05	5,851.12	6,130.49	6,423.84	6,731.84
		1,288.86	1,350.26	1,414.73	1,482.42	1,553.50
		32.2214	33.7564	35.3682	37.0606	38.8376
4040	ADMINISTRATIVE TECHNICIAN	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.0268	41.9521	43.9736	46.0963	48.3250
5000	AIRPORT SERVICE ATTENDANT	72,950.62	76,439.99	80,103.81	83,950.82	87,990.18
		6,079.22	6,370.00	6,675.32	6,995.90	7,332.52
		1,402.90	1,470.00	1,540.46	1,614.44	1,692.12
		35.0724	36.7500	38.5115	40.3610	42.3030
5001	AIRPORT SERVICE ATTENDANT SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	82,607.70	86,579.91	90,750.72	95,130.07	99,728.39
		6,883.98	7,214.99	7,562.56	7,927.51	8,310.70
		1,588.61	1,665.00	1,745.21	1,829.42	1,917.85
		39.7152	41.6250	43.6302	45.7356	47.9463
5010	ASSET MANAGEMENT SPECIALIST	110,974.89	116,365.47	122,025.56	127,968.67	134,208.91
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4130	BUILDING INSPECTOR I	97,695.17	102,421.76	107,384.66	112,595.72	118,067.32
		8,141.26	8,535.15	8,948.72	9,382.98	9,838.94
		1,878.75	1,969.65	2,065.09	2,165.30	2,270.53
		46.9688	49.2412	51.6272	54.1326	56.7631
4131	BUILDING INSPECTOR II	104,915.81	110,003.43	115,345.42	120,954.51	126,844.05
		8,742.98	9,166.95	9,612.12	10,079.54	10,570.34
		2,017.61	2,115.45	2,218.18	2,326.05	2,439.31
		50.4403	52.8863	55.4545	58.1512	60.9827
4132	BUILDING INSPECTOR III	107,961.41	113,201.30	118,703.18	124,480.15	130,545.98
		8,996.78	9,433.44	9,891.93	10,373.35	10,878.83
		2,076.18	2,176.95	2,282.75	2,393.85	2,510.50
		51.9045	54.4237	57.0688	59.8462	62.7625
4133	BUILDING INSPECTOR, SENIOR	113,201.30	118,703.18	124,480.15	130,545.98	136,915.11
		9,433.44	9,891.93	10,373.35	10,878.83	11,409.59
		2,176.95	2,282.75	2,393.85	2,510.50	2,632.98
		54.4237	57.0688	59.8462	62.7625	65.8246
4093	CIVIL ENGINEER, ASSISTANT	116,342.66	122,001.62	127,943.50	134,182.51	140,733.47
		9,695.22	10,166.80	10,661.96	11,181.88	11,727.79
		2,237.36	2,346.19	2,460.45	2,580.43	2,706.41
		55.9340	58.6546	61.5113	64.5108	67.6603
4100	CIVIL ENGINEER, ASSOCIATE	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
		10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.5377	63.4885	66.5869	69.8402	73.2562
4091	CIVIL ENGINEER, JUNIOR	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.2496	51.6361	54.1418	56.7729	59.5355
4140	COMMUNITY SERVICE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.1144	36.7941	38.5578	40.4096	42.3541
4141	COMMUNITY SERVICE SPECIALIST II	76,209.50	79,980.13	83,939.31	88,096.43	92,461.41
		6,350.79	6,665.01	6,994.94	7,341.37	7,705.12
		1,465.57	1,538.08	1,614.22	1,694.16	1,778.10
		36.6392	38.4520	40.3554	42.3541	44.4526

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4150	CRIME & INTELLIGENCE ANALYST*	98,936.11	103,882.91	109,077.06	114,530.91	120,257.46
		8,244.68	8,656.91	9,089.75	9,544.24	10,021.45
		1,902.62	1,997.75	2,097.64	2,202.52	2,312.64
		47.5654	49.9437	52.4409	55.0629	57.8161
4152	CRIME & INTELLIGENCE ANALYST, SUPERVISING	118,469.16	124,392.61	130,612.24	137,142.86	144,000.00
		9,872.43	10,366.05	10,884.35	11,428.57	12,000.00
		2,278.25	2,392.17	2,511.77	2,637.36	2,769.23
		56.9563	59.8041	62.7944	65.9341	69.2308
4160	CRIME PREVENTION SPECIALIST	78,744.53	82,523.58	86,491.57	90,657.97	95,032.69
		6,562.04	6,876.97	7,207.63	7,554.83	7,919.39
		1,514.32	1,586.99	1,663.30	1,743.42	1,827.55
		37.8580	39.6748	41.5825	43.5856	45.6888
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	105,558.99	110,757.46	116,215.85	121,947.16
		8,384.01	8,796.58	9,229.79	9,684.65	10,162.26
		1,934.77	2,029.98	2,129.95	2,234.92	2,345.14
		48.3693	50.7495	53.2488	55.8730	58.6284
4050	DIVISION CLERK	70,575.34	73,945.94	77,485.06	81,201.13	85,103.02
		5,881.28	6,162.16	6,457.09	6,766.76	7,091.92
		1,357.22	1,422.04	1,490.10	1,561.56	1,636.60
		33.9305	35.5509	37.2524	39.0390	40.9149
4180	ECONOMIC DEVELOPMENT SPECIALIST	91,264.84	95,669.92	100,295.25	105,151.83	110,251.23
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.8773	45.9952	48.2189	50.5538	53.0054
5090	ELECTRICIAN*	102,285.02	107,399.27	112,769.23	118,407.69	124,328.07
		8,523.75	8,949.94	9,397.44	9,867.31	10,360.67
		1,967.02	2,065.37	2,168.64	2,277.07	2,390.92
		49.1755	51.6343	54.2160	56.9268	59.7731
4092	ENGINEER, ASSISTANT	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4090	ENGINEER, JUNIOR	97,711.83	102,439.27	107,403.04	112,615.01	118,087.59
		8,142.65	8,536.61	8,950.25	9,384.58	9,840.63
		1,879.07	1,969.99	2,065.44	2,165.67	2,270.92
		46.9768	49.2497	51.6361	54.1418	56.7729
4080	ENGINEERING SPECIALIST	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4070	ENGINEERING TECHNICIAN, ASSIST	95,602.88	100,224.84	105,077.91	110,173.63	115,524.14
		7,966.91	8,352.07	8,756.49	9,181.14	9,627.01
		1,838.52	1,927.40	2,020.73	2,118.72	2,221.62
		45.9629	48.1850	50.5182	52.9681	55.5405

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4071	ENGINEERING TECHNICIAN, ASSOC	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.2496	51.6361	54.1418	56.7729	59.5355
4072	ENGINEERING TECHNICIAN, SENIOR	106,376.57	111,537.23	116,955.91	122,645.53	128,619.63
		8,864.71	9,294.77	9,746.33	10,220.46	10,718.30
		2,045.70	2,144.95	2,249.15	2,358.57	2,473.45
		51.1426	53.6237	56.2288	58.9642	61.8364
5030	FACILITIES MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.93	71,563.04	74,983.02
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3480	32.8394	34.4053	36.0495
5031	FACILITIES MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.4498	35.0462	36.7225	38.4826	40.3306
5032	FACILITIES MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.8325	37.5481	39.3495	41.2409	43.2269
5033	FACILITIES MAINTENANCE WORKER, SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648
5034	FACILITIES MAINTENANCE WORKER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.2371	44.2729	46.4105	48.6549	51.0116
4190	FAMILY THERAPIST	96,171.95	100,822.38	105,705.32	110,832.40	116,215.85
		8,014.33	8,401.87	8,808.78	9,236.03	9,684.65
		1,849.46	1,938.89	2,032.79	2,131.39	2,234.92
		46.2365	48.4723	50.8199	53.2848	55.8730
5040	FLEET SERVICES WORKER	62,249.65	65,203.96	68,305.98	71,563.09	74,983.07
		5,187.47	5,433.66	5,692.17	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3481	32.8394	34.4053	36.0496
4200	GIS SPECIALIST	110,974.88	116,365.44	122,025.54	127,968.65	134,208.89
		9,247.91	9,697.12	10,168.80	10,664.05	11,184.07
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
5050	GROUNDSKEEPER TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3480	32.8394	34.4053	36.0495

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5051	GROUNDSKEEPER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.4498	35.0462	36.7225	38.4826	40.3306
5052	GROUNDSKEEPER II	74,531.69	78,100.11	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.8325	37.5481	39.3495	41.2409	43.2269
5053	GROUNDSKEEPER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648
5055	GROUNDSKEEPER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.2371	44.2729	46.4105	48.6549	51.0116
4210	INFORMATION TECHNOLOGY TECHNICIAN	83,064.65	87,098.95	91,334.97	95,782.79	100,452.99
		6,922.05	7,258.25	7,611.25	7,981.90	8,371.08
		1,597.40	1,674.98	1,756.44	1,841.98	1,931.79
		39.9349	41.8745	43.9110	46.0494	48.2947
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	91,066.74	95,501.14	100,157.26	105,046.20	110,179.57
		7,588.90	7,958.43	8,346.44	8,753.85	9,181.63
		1,751.28	1,836.56	1,926.10	2,020.12	2,118.84
		43.7821	45.9140	48.1525	50.5030	52.9710
5054	LANDSCAPE MAINTENANCE SPECIALIST	83,532.03	87,550.44	91,769.78	96,200.09	100,851.92
		6,961.00	7,295.87	7,647.48	8,016.67	8,404.33
		1,606.39	1,683.66	1,764.80	1,850.00	1,939.46
		40.1596	42.0916	44.1201	46.2500	48.4865
4230	LIBRARIAN I	75,348.04	78,957.27	82,746.95	86,726.12	90,904.24
		6,279.00	6,579.77	6,895.58	7,227.18	7,575.35
		1,449.00	1,518.41	1,591.29	1,667.81	1,748.16
		36.2250	37.9602	39.7822	41.6953	43.7040
4231	LIBRARIAN II	83,415.29	87,427.88	91,641.09	96,064.96	100,710.03
		6,951.27	7,285.66	7,636.76	8,005.41	8,392.50
		1,604.14	1,681.31	1,762.33	1,847.40	1,936.73
		40.1035	42.0326	44.0582	46.1851	48.4183
4221	LIBRARY ASSISTANT	71,002.14	74,394.06	77,955.59	81,695.19	85,621.79
		5,916.85	6,199.51	6,496.30	6,807.93	7,135.15
		1,365.43	1,430.66	1,499.15	1,571.06	1,646.57
		34.1356	35.7664	37.4787	39.2765	41.1643
4222	LIBRARY ASSISTANT, SUPERVISING	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.2268	40.0621	41.9892	44.0126	46.1372

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4220	LIBRARY CLERK	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519
5060	MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5061	MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5062	MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5063	MAINTENANCE WORKER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5070	MECHANIC*	89,865.38	94,358.65	99,076.58	104,030.41	109,231.93
		7,488.78	7,863.22	8,256.38	8,669.20	9,102.66
		1,728.18	1,814.59	1,905.32	2,000.58	2,100.61
		43.20451	45.36473	47.63297	50.01462	52.51535
5071	MECHANIC SENIOR*	97,540.76	102,417.80	107,538.68	112,915.62	118,561.40
		8,128.40	8,534.82	8,961.56	9,409.63	9,880.12
		1,875.78	1,969.57	2,068.05	2,171.45	2,280.03
		46.89459	49.23932	51.70129	54.28636	57.00067
4240	NEIGHBORHOOD PRESERVATION OFFICER	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
5020	PARTS AND INVENTORY CONTROL WORKER	72,767.98	76,248.19	79,902.42	83,739.36	87,768.16
		6,064.00	6,354.02	6,658.54	6,978.28	7,314.01
		1,399.38	1,466.31	1,536.59	1,610.37	1,687.85
		34.98461	36.65778	38.41463	40.25931	42.19623
4250	PERMIT TECHNICIAN	74,087.65	77,633.85	81,357.37	85,267.06	89,372.24
		6,173.97	6,469.49	6,779.78	7,105.59	7,447.69
		1,424.76	1,492.96	1,564.56	1,639.75	1,718.70
		35.61906	37.32397	39.11412	40.99378	42.96742
4251	PERMIT TECHNICIAN II	79,052.31	82,846.74	86,830.91	91,014.27	95,406.80
		6,587.69	6,903.90	7,235.91	7,584.52	7,950.57
		1,520.24	1,593.21	1,669.83	1,750.27	1,834.75
		38.00592	39.83016	41.74563	43.75686	45.86865

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4260	PLAN CHECK ENGINEER	125,813.43	131,945.92	138,385.03	145,146.12	152,245.26
		10,484.45	10,995.49	11,532.09	12,095.51	12,687.11
		2,419.49	2,537.42	2,661.25	2,791.27	2,927.79
		60.48723	63.43554	66.53126	69.78179	73.19484
4120	PLANNER, ASSISTANT	102,132.14	107,080.58	112,276.43	117,732.08	123,460.49
		8,511.01	8,923.38	9,356.37	9,811.01	10,288.37
		1,964.08	2,059.24	2,159.16	2,264.08	2,374.24
		49.10199	51.48105	53.97905	56.60196	59.35600
4121	PLANNER, ASSOCIATE	117,732.08	123,460.49	129,475.34	135,790.93	142,422.30
		9,811.01	10,288.37	10,789.61	11,315.91	11,868.53
		2,264.08	2,374.24	2,489.91	2,611.36	2,738.89
		56.60196	59.35600	62.24776	65.28410	68.47226
4122	PLANNER, SENIOR	123,460.52	129,475.36	135,790.95	142,422.32	149,385.26
		10,288.38	10,789.61	11,315.91	11,868.53	12,448.77
		2,374.24	2,489.91	2,611.36	2,738.89	2,872.79
		59.35602	62.24777	65.28411	68.47227	71.81984
4270	POLICE CLERK	68,698.19	71,974.91	75,415.49	79,028.10	82,821.31
		5,724.85	5,997.91	6,284.62	6,585.68	6,901.78
		1,321.12	1,384.13	1,450.30	1,519.77	1,592.72
		33.02798	34.60332	36.25745	37.99428	39.81794
4271	POLICE CLERK, SENIOR	71,974.99	75,415.56	79,028.17	82,821.39	86,804.29
		5,997.92	6,284.63	6,585.68	6,901.78	7,233.69
		1,384.13	1,450.30	1,519.77	1,592.72	1,669.31
		34.60336	36.25748	37.99431	39.81798	41.73283
4272	POLICE CLERK, SUPERVISING	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4280	POLICE IDENTIFICATION TECHNICIAN	86,417.20	90,579.87	94,950.69	99,540.05	104,358.89
		7,201.43	7,548.32	7,912.56	8,295.00	8,696.57
		1,661.87	1,741.92	1,825.97	1,914.23	2,006.90
		41.54673	43.54801	45.64937	47.85579	50.17254
4290	PROPERTY AND EVIDENCE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	82,452.76	86,417.22	90,579.89	94,950.72	99,540.07
		6,871.06	7,201.44	7,548.32	7,912.56	8,295.01
		1,585.63	1,661.87	1,741.92	1,825.98	1,914.23
		39.64075	41.54674	43.54802	45.64938	47.85580
4300	PUBLIC SAFETY DISPATCHER*	88,484.06	92,908.26	97,553.68	102,431.36	107,552.93
		7,373.67	7,742.36	8,129.47	8,535.95	8,962.74
		1,701.62	1,786.70	1,876.03	1,969.83	2,068.33
		42.54041	44.66743	46.90081	49.24585	51.70814

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4301	PUBLIC SAFETY	92,771.59	97,410.17	102,280.68	107,394.71	112,764.45
	DISPATCHER, SENIOR*	7,730.97	8,117.51	8,523.39	8,949.56	9,397.04
		1,784.07	1,873.27	1,966.94	2,065.28	2,168.55
		44.60173	46.83181	49.17340	51.63207	54.21368
4302	PUBLIC SAFETY	102,057.71	107,160.59	112,518.62	118,144.55	124,051.78
	DISPATCHER, SUPERVISING*	8,504.81	8,930.05	9,376.55	9,845.38	10,337.65
		1,962.65	2,060.78	2,163.82	2,272.01	2,385.61
		49.06621	51.51952	54.09549	56.80027	59.64028
4310	PURCHASING SPECIALIST,	89,044.61	93,457.00	98,090.01	102,954.67	108,062.56
	SUPERVISING	7,420.38	7,788.08	8,174.17	8,579.56	9,005.21
		1,712.40	1,797.25	1,886.35	1,979.90	2,078.13
		42.80991	44.93125	47.15866	49.49744	51.95315
4320	RECYCLING SPECIALIST	91,264.83	95,669.90	100,295.23	105,151.81	110,251.20
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87732	45.99514	48.21886	50.55375	53.00538
5081	TRAFFIC SIGNAL	75,385.36	78,996.46	82,788.10	86,769.34	90,949.62
	TECHNICIAN TRAINEE	6,282.11	6,583.04	6,899.01	7,230.78	7,579.14
		1,449.72	1,519.16	1,592.08	1,668.64	1,749.03
		36.24296	37.97907	39.80197	41.71603	43.72578
5080	TRAFFIC SIGNAL	80,440.90	84,304.76	88,361.84	92,621.75	97,094.67
	TECHNICIAN	6,703.41	7,025.40	7,363.49	7,718.48	8,091.22
		1,546.94	1,621.25	1,699.27	1,781.19	1,867.21
		38.67351	40.53113	42.48165	44.52969	46.68013
5082	TRAFFIC SIGNAL	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
	TECHNICIAN, SENIOR	7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4110	TRANSPORTATION	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
	ENGINEER, ASSOCIATE	10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
5150	WASTEWATER COLLECTIONS	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
	SYSTEMS TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5151	WASTEWATER COLLECTIONS	71,783.37	75,253.61	78,897.36	82,723.30	86,740.53
	SYSTEMS WORKER I	5,981.95	6,271.13	6,574.78	6,893.61	7,228.38
		1,380.45	1,447.18	1,517.26	1,590.83	1,668.09
		34.51124	36.17962	37.93142	39.77082	41.70218
5152	WASTEWATER COLLECTIONS	78,713.37	82,530.10	86,537.68	90,745.63	95,163.99
	SYSTEMS WORKER II	6,559.45	6,877.51	7,211.47	7,562.14	7,930.33
		1,513.72	1,587.12	1,664.19	1,745.11	1,830.08
		37.84297	39.67793	41.60465	43.62771	45.75192

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5153	WASTEWATER COLLECTIONS	86,374.91	90,574.73	94,984.54	99,614.84	104,476.64
	SYSTEMS WORKER III	7,197.91	7,547.89	7,915.38	8,301.24	8,706.39
		1,661.06	1,741.82	1,826.63	1,915.67	2,009.17
		41.52640	43.54554	45.66564	47.89175	50.22915
5160	WATER DISTRIBUTION	66,385.61	69,546.72	72,865.88	76,350.99	80,010.38
	OPERATOR TRAINEE	5,532.13	5,795.56	6,072.16	6,362.58	6,667.53
		1,276.65	1,337.44	1,401.27	1,468.29	1,538.66
		31.91616	33.43592	35.03167	36.70721	38.46653
5161	WATER DISTRIBUTION	74,225.17	77,778.24	81,508.97	85,426.25	89,539.38
	OPERATOR I	6,185.43	6,481.52	6,792.41	7,118.85	7,461.62
		1,427.41	1,495.74	1,567.48	1,642.81	1,721.91
		35.68518	37.39338	39.18700	41.07031	43.04778
5162	WATER DISTRIBUTION	84,884.40	88,970.45	93,260.79	97,765.65	102,495.75
	OPERATOR II	7,073.70	7,414.20	7,771.73	8,147.14	8,541.31
		1,632.39	1,710.97	1,793.48	1,880.11	1,971.07
		40.80981	42.77425	44.83692	47.00272	49.27680
5163	WATER DISTRIBUTION	91,422.05	95,834.96	100,468.55	105,333.81	110,442.30
	OPERATOR III	7,618.50	7,986.25	8,372.38	8,777.82	9,203.53
		1,758.12	1,842.98	1,932.09	2,025.65	2,123.89
		43.95291	46.07450	48.30219	50.64125	53.09726
5164	WATER DISTRIBUTION	95,834.98	100,468.57	105,333.83	110,442.32	115,806.28
	SENIOR OPERATOR	7,986.25	8,372.38	8,777.82	9,203.53	9,650.52
		1,842.98	1,932.09	2,025.65	2,123.89	2,227.04
		46.07451	48.30220	50.64126	53.09727	55.67610
5165	WATER DISTRIBUTION	105,102.14	110,199.08	115,550.85	121,170.21	127,070.56
	SUPERVISING OPERATOR	8,758.51	9,183.26	9,629.24	10,097.52	10,589.21
		2,021.20	2,119.21	2,222.13	2,330.20	2,443.66
		50.52988	52.98033	55.55329	58.25491	61.09162
5170	WATER RESOURCES	98,795.12	103,615.93	108,677.80	113,992.76	119,573.47
	COORDINATOR	8,232.93	8,634.66	9,056.48	9,499.40	9,964.46
		1,899.91	1,992.61	2,089.96	2,192.17	2,299.49
		47.49765	49.81535	52.24894	54.80421	57.48725
5171	WATER RESOURCES	107,296.52	112,661.35	118,294.42	124,209.14	130,419.60
	COORDINATOR - ELECTRICAL &	8,941.38	9,388.45	9,857.87	10,350.76	10,868.30
	INSTRUMENTATION*	2,063.39	2,166.56	2,274.89	2,388.64	2,508.07
		51.58487	54.16411	56.87232	59.71593	62.70173
5100	WR INSTRUMENT	97,644.71	102,526.95	107,653.30	113,035.97	118,687.77
	CONTROL TECHNICIAN*	8,137.06	8,543.91	8,971.11	9,419.66	9,890.65
		1,877.78	1,971.67	2,070.26	2,173.77	2,282.46
		46.94457	49.29180	51.75639	54.34422	57.06143
5110	WR LABORATORY	89,300.98	93,647.10	98,210.53	103,002.12	108,033.30
	TECHNICIAN	7,441.75	7,803.93	8,184.21	8,583.51	9,002.78
		1,717.33	1,800.91	1,888.66	1,980.81	2,077.56
		42.93316	45.02264	47.21660	49.52025	51.93909

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5120	WR MECHANIC I	83,506.88	87,602.74	91,903.39	96,419.08	101,160.55
		6,958.91	7,300.23	7,658.62	8,034.92	8,430.05
		1,605.90	1,684.67	1,767.37	1,854.21	1,945.40
		40.14754	42.11670	44.18432	46.35533	48.63488
5121	WR MECHANIC II	94,081.30	98,705.88	103,561.69	108,660.29	114,013.82
		7,840.11	8,225.49	8,630.14	9,055.02	9,501.15
		1,809.26	1,898.19	1,991.57	2,089.62	2,192.57
		45.23139	47.45475	49.78927	52.24052	54.81434
5131	WR OPERATOR - GRADE I	84,329.71	88,388.00	92,649.24	97,123.51	101,821.50
		7,027.48	7,365.67	7,720.77	8,093.63	8,485.13
		1,621.73	1,699.77	1,781.72	1,867.76	1,958.11
		40.54313	42.49423	44.54290	46.69400	48.95264
5132	WR OPERATOR - GRADE II	88,377.12	92,637.79	97,111.51	101,808.90	106,741.17
		7,364.76	7,719.82	8,092.63	8,484.08	8,895.10
		1,699.56	1,781.50	1,867.53	1,957.86	2,052.71
		42.48900	44.53740	46.68823	48.94659	51.31787
5133	WR OPERATOR - GRADE III	95,313.48	99,920.98	104,758.85	109,838.61	115,172.36
		7,942.79	8,326.75	8,729.90	9,153.22	9,597.70
		1,832.95	1,921.56	2,014.59	2,112.28	2,214.85
		45.82379	48.03893	50.36483	52.80702	55.37133
5130	WR OPERATOR - TRAINEE	71,397.02	74,808.69	78,390.95	82,152.33	86,101.77
		5,949.75	6,234.06	6,532.58	6,846.03	7,175.15
		1,373.02	1,438.63	1,507.52	1,579.85	1,655.80
		34.32549	35.96572	37.68796	39.49631	41.39508
5134	WR SENIOR OPERATOR	99,935.20	104,773.79	109,854.29	115,188.83	120,790.10
		8,327.93	8,731.15	9,154.52	9,599.07	10,065.84
		1,921.83	2,014.88	2,112.58	2,215.17	2,322.89
		48.04577	50.37201	52.81456	55.37925	58.07216
5141	WR SOURCE CONTROL INSPECTOR	93,784.92	98,355.24	103,154.07	108,192.83	113,483.55
		7,815.41	8,196.27	8,596.17	9,016.07	9,456.96
		1,803.56	1,891.45	1,983.73	2,080.63	2,182.38
		45.08890	47.28617	49.59330	52.01578	54.55940
5140	WR SOURCE CONTROL TECHNICIAN	88,348.71	92,607.98	97,080.20	101,776.02	106,706.64
		7,362.39	7,717.33	8,090.02	8,481.34	8,892.22
		1,699.01	1,780.92	1,866.93	1,957.23	2,052.05
		42.47534	44.52307	46.67317	48.93078	51.30127
5135	WR SUPERVISING OPERATOR	109,605.26	114,927.33	120,515.52	126,383.12	132,544.09
		9,133.77	9,577.28	10,042.96	10,531.93	11,045.34
		2,107.79	2,210.14	2,317.61	2,430.44	2,548.92
		52.69484	55.25352	57.94015	60.76112	63.72312
4330	YOUTH SERVICES CASE COORDINATOR	87,919.94	92,157.75	96,607.48	101,279.67	106,185.48
		7,326.66	7,679.81	8,050.62	8,439.97	8,848.79
		1,690.77	1,772.26	1,857.84	1,947.69	2,042.03
		42.26920	44.30661	46.44590	48.69215	51.05071

**Salaries Updated March 24, 2025

CITY OF LIVERMORE
POLICE OFFICERS ASSOCIATION
EFFECTIVE 05/05/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	126,894.64	133,239.37	139,901.34	146,896.41	154,241.23
		10,574.55	11,103.28	11,658.45	12,241.37	12,853.44
		2440.28	2562.30	2690.41	2824.93	2966.18
		61.00704	64.05739	67.26026	70.62327	74.15444
3100	POLICE SERGEANT	157,895.87	165,790.66	174,080.19	182,784.20	191,923.41
		13,157.99	13,815.89	14,506.68	15,232.02	15,993.62
		3036.46	3188.28	3347.70	3515.08	3690.83
		75.91148	79.70705	83.69240	87.87702	92.27087
3120	POLICE TRAINEE (Non-Sworn)	44.44605	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$14,447.70	-	$18,059.62
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$13,440.01	-	$16,800.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$12,776.71	-	$15,970.89
2005	Airport Manager			
2095	Housing & Human Services Manager			
		$12,643.58	-	$15,804.48
2200	Senior Transportation Engineer			
		$12,132.52	-	$15,165.65
2140	Permit Center Manager			
		$12,108.13	-	$15,135.16
2190	Senior Civil Engineer			
		$11,963.50	-	$14,954.37
2070	IT Operations Manager			
2115	Information Technology Manager			
		$11,615.05	-	$14,518.81
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
2231	Water Resources Technical Programs Manager P.E.**			
2240	Youth and Family Services Manager - Clinical			
		$10,966.23	-	$13,707.79
2035	Assistant Finance Manager			
2040	Assistant Library Director			
2085	Economic Development Manager			
2120	Inspection & Neighborhood Preservation Manager			
2225	Water Resources Operations Manager			
2230	Water Resources Technical Programs Manager			
2245	Youth and Family Services Manager - Programs			

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$10,424.41	-	$13,030.51
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2175	Public Works Manager			
2210	Network Engineer*			
2215	Water Distribution Operations Manager			
		$10,313.76	-	$12,892.20
2065	Construction Inspection Manager			
		$10,266.69	-	$12,833.36
2150	Police Business Services Manager			
2155	Police Facility & Equipment Manager			
		$9,742.94	-	$12,178.68
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
2180	Public Works Supervisor			
		$7,923.28	-	$9,904.10
2080	Deputy City Clerk			
2130	Management Analyst I			
2205	Supervising Librarian			
2235	Water Resources Communications Representative			

*Position Retitled from Systems Administrator

**Position Added - WR Technicial Programs Manager PE effective December 9, 2024

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,920 - $19,500/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)*	$14,447.70	-	$18,059.62
2440	Assistant City Attorney, Senior (Confidential)	$15,576.62	-	$19,470.78
2442	Assistant City Attorney (Confidential)*	$14,447.70	-	$18,059.62
2400	Assistant to the City Manager (Confidential)	$12,776.71	-	$15,970.89
2444	Deputy City Attorney (Confidential)*	$10,266.69	-	$12,833.36
2420	Human Resources Manager (Confidential)	$13,440.01	-	$16,800.01
2450	Human Resources Analyst, Senior (Conf)	$10,424.41	-	$13,030.51
2411	Human Resources Analyst II (Confidential)	$9,742.94	-	$12,178.68
2410	Human Resources Analyst I (Confidential)	$7,923.28	-	$9,904.10
2460	Management Analyst, Senior (Confidential)	$10,424.41	-	$13,030.51
2431	Management Analyst II (Confidential)	$9,742.94	-	$12,178.68
2430	Management Analyst I (Confidential)	$7,923.28	-	$9,904.10
2465	Risk Manager (Confidential)	$11,767.27	-	$14,709.09

*Moved to Management Confidential effective October 7, 2024

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$14,860 - $23,050/month
Effective July 1, 2024

Class Code	Classification	Salary Range		
3000	Police Captain	$18,433.26	-	$23,041.57
3010	Police Lieutenant	$14,863.78	-	$18,579.73

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,240 - $10,940/month
Effective July 1, 2024

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,248.02	-	$6,560.02
2610	Administrative Specialist I	$6,074.42	-	$7,593.03
2611	Administrative Specialist II	$6,831.78	-	$8,539.72
2620	Executive Assistant	$8,745.71	-	$10,932.14
2630	Human Resources Clerk I	$6,074.42	-	$7,593.03
2631	Human Resources Clerk II	$6,682.54	-	$8,353.18
2640	Human Resources Technician	$7,332.50	-	$9,165.63
2650	Law Office Supervisor	$8,745.71	-	$10,932.14
2660	Legal Assistant	$7,262.82	-	$9,078.52

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$16,846 - $26,052/month
Effective November 18, 2024

Class Code	Classification	Monthly Salary Range		
1215	Administrative Services Director	$16,846.32	-	$21,057.90
1200	Assistant City Manager	$18,172.50	-	$22,715.62
1220	Community Development Director	$16,846.32	-	$21,057.90
1205	Deputy City Manager	$14,447.69	-	$18,059.62
1210	Deputy City Manager/City Clerk	$14,447.69	-	$18,059.62
1225	Innovation & Economic Development Dir	$16,846.32	-	$21,057.90
1230	Library Services Director	$16,846.32	-	$21,057.90
1235	Police Chief*	$20,841.11	-	$26,051.39
1240	Public Works Director	$16,846.32	-	$21,057.90

*2.5% Salary Adjustment effective 07/01/2024

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$370,656	11/18/2024
1100	City Attorney	$315,269	11/18/2024

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.50 - $30.00	12/30/24
8205	Field/Maintenance Aide	$16.50 - $30.00	12/30/24
8210	Law Clerk	$16.50 - $26.00	12/30/24
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.50 - $20.00	12/30/24
8220	Police Cadet	$16.50 - $26.00	12/30/24
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: April 28, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Comprehensive General Plan Update – Discussion on General Plan Policy Topics

RECOMMENDED ACTION

Staff recommends the City Council:

1. Receive an overview of the General Plan Elements;
2. Consider General Plan Advisory Committee (GPAC) and Planning Commission feedback on policy options for the Draft General Plan 2045; and
3. Recommend policy updates to include in the Draft General Plan 2045.

SUMMARY

The General Plan 2045 Update is focusing on preparing goals and policies for each General Plan element. Throughout the summer and fall of 2024, the GPAC provided input on policy options based on topics the Committee identified as important to the community. From December 2024 to April 2025, the Planning Commission provided feedback on GPAC's work and provided recommendations for Council consideration in the General Plan Update. The Planning Commission mostly supported the policy options; however, recommended policy language be kept at a higher level and more specific detailed strategies be located in the appropriate implementation documents. The General Plan team prepared new draft policy language based on Planning Commission's recommendation for Council's review and consideration. Following Council direction, staff will prepare the complete set of draft goals and policies, which will be published as part of the Draft General Plan in fall 2025, which will start the next phase of community outreach and engagement.

DISCUSSION

GOALS AND POLICIES DEVELOPMENT PROCESS

The General Plan 2045 Update is expected to carry forward goals and policies in the existing General Plan that are working well for the City. However, there are some important policy topics for which the current General Plan policy language is outdated and no longer responds to current conditions. There are also present-day issues and recent State law requirements that aren't adequately addressed in the

General Plan. Attachment 1 provides an annotated outline of the Draft General Plan and the policy topics covered by each element.

The General Plan team continues to follow the policy development process described below:

- Review existing General Plan goals and policies. City staff reviewed the existing General Plan goals and policies to identify which policies need clarification, improvement, or removal. In February 2023, the GPAC conducted a thorough evaluation of the existing General Plan goals and policies by element, provided feedback, and recommended topic areas the General Plan Update should consider. In April 2024, the GPAC reviewed and added to the list of policy topics.

- Draft new and revised goals and policies. The General Plan team prepared preliminary goals and policies for every element to address policy gaps and respond to community input.

- Collect input and direction on potential goals and policies. GPAC reviewed policy options for specific topics at a series of meetings from July to November 2024. The Planning Commission reviewed GPAC feedback and made recommendations in a series of meetings from December 2024 to April 2025.

- Create Draft General Plan document. The project team is seeking City Council direction on policy options to prepare the Draft General Plan, which will then be circulated for public review. The GPAC, Planning Commission, and City Council will have future meetings specifically to review the complete Draft General Plan, including updated policy language.

GENERAL PLAN POLICY TOPICS BY ELEMENT

The General Plan includes elements (chapters) covering different topics. State law requires every General Plan to have certain elements like land use, circulation, and housing. The current 2003 Livermore General Plan has additional and optional elements such as Community Character, Economic Development, and Climate Change. Policy options for the following General Plan Elements were reviewed by GPAC and Planning Commission except for the Housing Element, which was adopted in 2022 and is currently being implemented.

Land Use Element

The Land Use Element plans for future physical development of Livermore, which is intended to be a balanced mix of land uses that support diverse job opportunities, social gatherings, community experiences, and housing options while preserving Livermore's agriculture and open spaces. As required by State law, the Land Use Element contains text and maps that designate the future use and reuse of land as well as standards of density and building intensity within Livermore.

Based on previous City Council direction from June 2024, the updated Land Use Element includes policies for:

- Midtown Specific Plan: Council directed Staff to prepare a policy framework to guide the preparation of a future specific plan including connectivity and independence from a future regional rail station.

- East of Greenville Study Area: Council directed Staff not to proceed with land use changes for the East of Greenville area, but rather to prepare policies that would identify and inform under what conditions a study of East of Greenville area could be considered.

Community Identity Element

The Community Identity Element attempts to capture what makes Livermore unique and conveys its character. State law does not require a Community Identity Element, but this element will provide policy direction for both natural and human-made features of the local environment, including scenic resources and broader aspects that contribute to how the community is perceived as a unique and welcoming place. This element includes goals and policies that address areas of tribal, cultural, and historic resources. Further, this element addresses social experiences and interactions, that contribute to how it feels to live, work, and recreate in Livermore. The updated element will include new topics with a social focus, such as how the City can enhance community engagement in City governance. Therefore, the General Plan team is recommending that this element be renamed Community Identity instead of the current Community Character.

Economic Development Element

The Economic Development Element defines the City's overarching and long-range economic goals through 2045. This element provides policy direction to encourage economic vitality and new business attraction that contribute to Livermore's quality of life, sustainability, and fiscal vitality. This element, which is not required by State law, is intended to provide broad policy guidance for economic development and fiscal policy and gives direction on ways to facilitate tourism, science and innovation, and economic resiliency to achieve strategic outcomes.

Infrastructure Element

State law does not require an Infrastructure Element. However, the City recognizes one of its primary functions is to provide utility services such as distributing water, collecting wastewater, and managing stormwater to meet the daily needs of the community. The Infrastructure Element provides a policy approach to addressing critical issues like managing and prioritizing improvements to the City's infrastructure over time.

Public Services Element

State law does not require a Public Services Element. However, Livermore understands the importance of public services and the role they play in fostering community connections and enhancing quality of life such as library services, human services, and waste management. The element also includes topics that the City does not have direct control over such as schools and childcare but does provide policy support to guide the City's involvement in these areas. Currently, the 2003 General Plan includes policies pertaining to Fire and Police services in the Public Services Element. The project team proposes to relocate these topics to the Safety Element.

Mobility Element

The Mobility Element is a State required General Plan Element (referred to as a Circulation Element in State law, but cities can tailor the names and organization of Elements to the local context). The Mobility

Element must correlate with the Land Use Element and include information on the general location and extent of existing and proposed major thoroughfares, transportation routes, and terminals. It covers all "modes" (different types) of transportation, including, active transportation, motor vehicles, transit, rail, goods movement, and aviation. The Mobility Element must also plan a circulation network that meets the needs of all users and abilities, including pedestrians, bicyclists, motorists, seniors, youth, and people with disabilities.

This new Mobility Element will reflect new State laws enacted since the last General Plan Update, including:

- The Plan for the Future bill (SB 932, 2022): requires the circulation element of a general plan (made after January 1, 2025) to include specific content related to roadway safety with a goal of eliminating roadway fatalities.

- The Parking Minimums bill (AB 2097, 2022): prohibits a public agency from requiring a minimum number of parking spaces for any development located within one-half mile from a major public transit stop with some exceptions.

Open Space and Conservation Element

The Open Space and Conservation Element focuses on protecting and restoring environmental resources within the Planning Area, ensuring access to parks, and conserving open space. Open space, whether parks and recreational areas or the surrounding hillsides, arroyos, and vineyards, plays an important role in shaping Livermore's identity and improving the quality of life of the community.

State law requires all General Plans to include an Open Space Element and a Conservation Element. The Open Space Element is concerned with the management of open space resources within the Planning Area. The Conservation Element is concerned with the conservation of natural resources, including plants and animal wildlife, rivers, lakes, and watersheds, agricultural lands, forests, soils and mineral resources. The current General Plan merges these two elements into one.

This update to the Open Space and Conservation Element will reflect new State requirements enacted since the previous General Plan:

- The Open Space and Climate Change Resilience bill (SB 1425): requires local governments to review and update their open space elements to include plans and an implementation program that address:

    1. Access to open space for all residents that promotes social, economic, and racial equity,
    2. Climate resilience and other co-benefits of public open space,
    3. Rewilding opportunities.

- Room to Roam Act (AB 1889): requires General Plans to plan for the protection and improvement of wildlife connectivity. Although this law does not take effect until January 1, 2028, the General Plan team will carefully review its provisions to determine what updates to include proactively.

Safety Element

As required by State law, the Safety Element addresses the protection of the community from any unreasonable risks from natural and human-caused hazards such as earthquakes, flooding, wildfires, climate change hazards, and hazardous materials. In addition, this element will cover emergency preparedness and airport safety.

The updated Safety Element will reflect new State laws enacted since the last General Plan Update:

- Flood Hazards and Water Supply (AB 162, 2007): requires cities and counties to address flood-related matters in the land use, conservation, safety and housing elements of their general plans.

- Fire Hazards (SB 1241, 2014): requires all local jurisdictions (regardless of the level of wildfire hazard in the community) to develop policies and implementation actions based on the most recent Fire Hazard Planning Guide from OPR (now the Governor's Office of Land Use and Climate Innovation [LCI]).

- Emergency Evacuation Routes (SB 99, 2019): requires the Safety Element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes.

Noise Element

State law requires a Noise Element as part a General Plan. Noise Elements are required to identify noise problems in the community and include policies to work towards their resolution. Excessive noise in the City can be addressed in three ways:

- Land use planning
- Physical mitigation
- Administrative regulation

Land use planning considers the existing and future noise environment when reviewing proposed development and locates new uses in a way that minimizes people's exposure to excessive noise. The Noise Element establishes exterior noise land use compatibility guidelines and wholistic mitigation policies. Chapter 9.36 of the Livermore Municipal Code is an example of administrative regulation, limiting the operating hours and duration of noise sources by decibel level. Given the technical nature of the Noise Element and specific State requirements, the GPAC did not review policy options for this element.

GPAC FEEDBACK ON POLICY OPTIONS

The Committee met six times from July to October 2024 to review and provide feedback on the draft policy options. The GPAC accepted public comments, asked clarifying questions, and provided a range of comments and feedback on the policy options. A detailed summary of the comments and input provided by the GPAC are included in Attachment 2. The GPAC will review the complete set of policy topics after publication of the Draft General Plan in fall 2025.

PLANNING COMMISSION FEEDBACK ON POLICY OPTIONS

The Planning Commission generally supported the policy options and input provided by the GPAC and commended their work in this process. Throughout a series of three meetings, the Planning Commission provided recommendations and feedback on GPAC policy options (Attachment 3). Overall, the Planning Commission broadly recommended General Plan policy language for all the elements should remain at a higher level of abstraction and detailed strategies should be incorporated into the appropriate implementation documents (such as the Development Code or Active Transportation Plan). The project team drafted example policy language for various elements in response to Planning Commission feedback as shown in Attachment 4. (These revisions are not inclusive of all policies). Staff is seeking Council direction on topic areas and the updated policy language.

FISCAL AND ADMINISTRATIVE IMPACTS

On March 1, 2021, the City Council prioritized the General Plan Update and directed staff to develop a work program. The General Plan policy updates are a component of the work program and consistent with funds previously appropriated by Council, so no additional appropriations are being requested. Following this Council meeting on the policy options and topics, the project team will incorporate Council direction into the Draft General Plan. The project team anticipates the Draft General Plan to be available for community review and input as part of a thorough engagement campaign in fall 2025, followed by adoption hearings beginning in Q1 2026.

COMMUNITY PILLAR

4: Inclusive & Inviting Spaces & Places

GOAL

4: Continue to Complete the General Plan Update

ATTACHMENTS

1. Draft GP Annotated Outline
2. GPAC Policy Summary Feedback
3. Planning Commission Recommendations and Feedback
4. Draft Policy Language

Prepared by: Andy Ross
Principal Planner

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Draft General Plan Annotated Outline

This attachment identifies the topics that will be covered under each General Plan Element. The bulleted list under each numbered topic indicates the proposed policy issues covered by the Element.

Land Use Element (LU)

LU-1 Land Use Designations

LU-2 Balanced and Efficient Use of Land

- Livermore's Unique Qualities
- Range of Land Uses
- Annexation Before Urbanization
- Transit-Supportive Development
- Sustainable Land Use
- Infill Development
- Density and Parking
- Neighborhood Amenities
- Managed Development
- Balanced Development
- Housing Choices
- Context-Sensitive Development
- Respect for Existing Setting
- Climate Resilience
- Green Building

LU-3 Urban Growth Boundary

- No Urban Uses Outside UGB
- Urban Services and the UGB
- Compatible Uses
- South Livermore Open Space Buffer
- Amendments

LU-4 Residential Land Uses

- Range of Housing Types
- Residential Density
- Maximizing Density
- Multi-Family Designations
- Complete and Walkable Neighborhoods
- Integrated Services
- Safe and Sanitary Homes

LU-5 Mixed Use

- Mixed Use Near Transit
- Residential in Mixed Use
- Mixed Use Along Arterials

LU-6 Commercial Land Uses

- Commercial Land Preservation
- Neighborhood Shopping Centers
- Highway Commercial Development
- Strip Commercial Development
- Lodging

LU-7 Industrial Land Uses

- Industrial Land Preservation
- Employment Impact Evaluation
- Industrial Area Planning
- Industrial Location
- Urban Services for Industrial Land
- Industrial Park Formation
- Truck Traffic
- Industrial Zoning

LU-8 Agricultural Land Uses

- Land Uses in Alameda County
- Rural Areas
- Agricultural Incentives
- Agricultural Preservation Tools

- Interference with Agriculture
- Right to Farm

LU-9 Public and Quasi-Public Land Uses

- Publicly-Owned Land
- Surplus Land
- Right of First Refusal
- Public Uses
- Support for Housing
- Gathering Places
- Las Positas Community College
- Appropriate Development
- Airport Land Use Compatibility Plan
- Airport Land Use Commission Review
- City Council Overrule
- Residential Near Airport
- Airport Regulations
- Flight Approach Areas

LU-10 Climate Action and Sustainable Development

- Climate Action Plan Updates
- Climate Action Plan Implementation
- Climate Action Plan Monitoring and Reporting
- Planning for Climate Change
- Impacts of Climate Change
- Climate Action Plan Development Consistency
- Climate Awareness

LU-11 Special Planning Areas

- Range of Uses Downtown
- Primary Local Commercial Area
- Downtown Destinations
- Quality Design Downtown
- Downtown Activities
- Wineries and Wine-Country Uses
- Small-Scale Commercial Uses

- Crop Diversification
- Agricultural Expansion
- Permanent Protections
- Land Trust
- Easement Priorities
- Development Entitlement Consideration
- Williamson Act Contract Termination
- Grading
- Land Dedication
- Tri-Valley Conservancy Funding
- Annexation Criteria
- Cultivated Agriculture
- Urban Development Criteria
- Viticulture Protection
- Transitional Areas
- Agricultural Mitigation Fees
- Transferred Development Overlay District
- Mixed Uses in Midtown
- Distinct and Integrated Neighborhood
- Future Transit Planning
- Midtown Specific Plan
- New Homes in Midtown
- Job Creation in Midtown
- Public Amenities in Midtown
- Landscaped Buffers
- Parking Management
- Mix of Uses in Vasco Row
- Existing Business Retention
- Maker Spaces
- Activities and Events
- Parking
- Multi-Modal Safety
- New Park
- Triggers For Further Study

LU-12 Regional Coordination

- Doolan Canyon-North Livermore
- North of I-580
- South Livermore Valley
- Regional Long-Range Plans
- Plan Bay Area
- Climate Coordination and Cooperation
- Planning Area Applications

LU-13 Implementation

- Commercial and Industrial Land Inventory
- Updates for Consistency
- General Plan EIR
- Tracking Jobs-Housing Balance
- Public Service Capacity

Community Identity Element (CI)

CI-1 Civic Life and Governance

- Safe and Welcoming Community
- Cultural and Community Events
- Community-Based Organization Partnerships
- Community Event Funding
- Accessible Community Spaces
- Natural Features
- Civic Spaces Citywide
- Volunteerism
- Outreach Channels
- CBO Partnerships for Outreach
- Civic and Public Facilities Usage
- Feedback
- Periodic Demographics Review

CI-2 Arts and Culture

- Creative Livermore

- Art Programs
- Art Community
- Art and Parks
- Art Partnerships
- Art and Outreach
- Science in Capital Projects
- Art Implementation
- Livermore Public Arts Program
- Science and Art
- Science in Public Space Design
- Science Museums
- Promotion in Public Events
- City Design Guidelines
- Funding for Science Art
- Farm-to-Table
- Sustainable Agriculture and Food System
- Food Tourism
- Dining and Restaurant Districts

CI-3 Natural Setting

- Protection of Hills
- Alternations to Topography
- View Preservation
- Preservation of Visual Amenities

CI-4 Urban Design

- Design Review
- High-Quality Design
- Context and Character
- Sustainable Design Requirements
- Human-Scaled Design
- Traditional Site Design Elements
- Consistent Lot Coverage
- Regular Property Maintenance
- Ordinances and Standards
- Urban Design Guidelines

- Design Standards Updates
- Street Width Standards Review
- Attractive Street Furniture System
- Landscaped Buffers
- Distinguishable Neighborhood Designs
- Missing Middle Housing Typologies
- Infill Design Integration
- Screening Between Multi-Family and Single-Family Residential
- Gated Communities
- Off-Street Parking
- Visually Unattractive Land Uses
- Transition Design Guidance
- Transect and Transition Zoning
- On-Premise and Off-Premise Signage
- Freeway Signage
- Utility Undergrounding Requirement
- Streets Right-of-Way Acreage
- Public Improvement Standards
- Phased Utility Undergrounding Program
- Focused Commercial Development
- Enhanced Architectural Design
- Aesthetically Pleasing Uses
- El Charro Gateway
- Public Landscape and Sculptures
- Gateways and Areas Map
- City Wayfinding System
- Gateway Design Guidance
- Gateway Strategy
- Utility Undergrounding at Gateways
- Downtown Gateways
- Livermore Laboratory Gateways
- South Livermore Gateways

CI-5 Lighting and Glare

- Nighttime Sky
- Glare from Developments

- Lighting Ordinance

CI-6 Tribal and Archaeological Resources

- Proper Archaeological and Paleontological Process
- Archaeological Surveys
- Construction Work Suspension
- Archaeological Site Preservation and Education
- Native American Consultation
- Historical Resources
- Historic Preservation Program
- Historic Preservation Integration into City Planning
- Community-Significant Resources
- Original Use and Adaptive Re-Use
- City-Owned Historical Resources
- Protection of Downtown Identity
- Historic Preservation through Specific Plans
- Consistency with General Plan
- Historic Preservation in Development Review Processes
- Historic Resources Inventory and Context Statement
- Local Landmarks
- Historic Preservation Professionals
- Historic Design Guidelines
- Historic Preservation Commission Responsibilities
- City Staff Training
- Public Knowledge of Historic Preservation
- Public Education
- School Curricula and Programs
- Historical and Cultural Organizations
- Historical Awards Program
- Plaques and Markers
- Heritage Tourism
- Information for Historical Resources Owners
- Funding for Historical Preservation and Rehabilitation
- State Historical Building Code
- Financial Incentives
- Incentive Programs Information Base

- Variance Incentives
- Certified Local Government
- Mills Act

CI-7 Scenic Resources

- Scenic Resource System
- Preservation of Scenic Resources and Views
- Views of the Valley
- I-580 Scenic Corridor Definition
- Development Compatibility with Scenic Areas
- Continuous Trails
- City Maintenance of Scenic Resources
- South Livermore Visual Quality
- Dedicated Community-Based Organizations
- Scenic Resource Assessment
- Development Standard Amendments
- Scenic Route System
- Bicycling, Hiking, and Riding Trails
- Continuous Scenic Route System
- Scenic Route Links
- Variety of Experiences
- Geographic Distribution
- Coordination of Scenic Routes and Recreation Areas
- County Scenic Routes and Recreational Areas
- Landscape Enhancements
- Seamless Scenic Routes
- Truck Traffic
- Landscape Design along Scenic Routes
- Utility Lines along Scenic Routes
- Utility Line Consolidation
- Protection through Design Review
- Livermore Skyline
- I-580 Scenic Corridor View Angles
- Panoramic Views
- Exceptions and Variances
- Midtown Focus Area Accommodation

- Land Alterations
- Water-Adjacent Developments
- Ridgeline Protection
- Public Trail Easements
- Signage Control
- Scenic Route Policy Responsibilities
- Scenic Route Ownership
- Periodic Review
- Jurisdiction and Agency Cooperation
- Scenic Route Ordinance and Legislation

Mobility Element (MO)

MO-1 Complete Streets

- Complete Streets Approach
- Complete Streets Incorporation
- Context Sensitive Transportation Design
- Complete Streets Project Review
- Complete Streets Exemptions
- Complete Streets Outreach
- Complete Streets Coordination
- Complete Streets Design Standards
- Transportation Network Performance Measures

MO-2 Active Transportation

- Transportation Mode Choice
- Transportation Priorities
- Transportation Demand Management for Existing and New Development
- Active Transportation Plan Funding
- Bicycle/Pedestrian Connectivity
- Mobility Hubs
- Shared Micromobility
- Traffic Signals
- Transportation Demand Management Ordinance
- Active Transportation Plan
- Ridesharing

- Carbon Fee
- ATP Updates
- ATP Alignment
- Trail Right-of-Way Acquisition
- TDM Ordinance

MO-3 Transit

- Local Transit Ridership
- Transit Service
- Transit Infrastructure Improvements
- Valley Link Passenger Rail Service
- Future Transit Use
- Park and Ride Sites
- Transit Stop Location and Amenities
- Transit-Supportive Street Design
- Transit-Supportive Infrastructure
- Regional Transportation Improvements

MO-4 Safe and Efficient Circulation System

- Vision Zero
- Roadway Operations
- Vehicle Level of Service
- Downtown Level of Service Exemption
- North/South I-580 Connections
- Traffic Calming
- Emergency Signal Preemption
- Roadway-Right-of-Way
- Citywide Traffic Model
- Vision Zero Implementation
- Proven Safety Countermeasures
- Speed Limits
- Roadway Linkages
- LOS Improvements
- Neighborhood Traffic Calming Program
- Local Transportation Analysis
- Street Classification Standards

- Transportation Technology Infrastructure
- Coordinated Land Use and Circulation System
- High-Traffic Generating Land Uses
- Cut-Through Traffic
- Roadway System Improvement Considerations
- Residential Traffic
- Rural Roadway Improvements

MO-5 Downtown Circulation

- Pedestrian-oriented Downtown
- Downtown Roadway Priority Users
- Downtown Active Transportation Modes
- Downtown Truck Traffic
- Downtown Speed Limits
- Downtown Street Closures

MO-6 Parking and Curbside Management

- Adequate Parking and Enforcement
- Shared Parking
- Developer Provided Parking
- Off-Street Parking
- Intelligent Curb Use
- Bicycle Parking
- Downtown Valet Bicycle Parking
- Parking Standards
- Maximum Allowed Parking
- Additional Bicycle Parking
- Citywide Parking Policy

MO-7 Air Transportation

- Airport Compatible Land Uses
- Airport Safety
- Residential Uses Near Airport
- Emerging Aviation Technology
- Airport Zoning Districts

MO-8 Goods Movement

- Goods Movement
- Rail Transportation
- Through Truck Traffic
- Railroad-Crossing Safety

MO-9 Emerging Transportation Technology

- Emerging Transportation Technologies
- Mobility Data
- Zero Emission Vehicle Education
- Level 3 EV Chargers
- Umbrella Regulations for Modern Mobility
- Future-Ready Infrastructure
- Intelligent Transportation Systems
- Zero Emission Vehicle Car-share
- Electric Micromobility and Bicycle Chargers

MO-10 Regional Transportation

- Regional Transportation Planning
- Freeway Interchange Improvements
- I-580 HOV/Toll Lanes
- State Route 84 Improvements
- Subregional Arterial Alignments
- Right-of-way Acquisition
- Isabel Avenue Access Points
- SR 84 Driveway Removal
- Isabel Avenue Longitudinal Utilities
- Regional Traffic Congestion
- Transportation Impact Evaluation
- Transportation Air Quality

Housing Element

(updated under a separate timeline)

Infrastructure Element (I)

INF-1 Asset Management

- Asset Management
- General-Funded Infrastructure
- Infrastructure Studies and Master Plans
- Infrastructure Improvement Coordination
- Infrastructure Improvements Outreach
- Infrastructure Development Fees
- Infrastructure Improvement Decision Process

INF-2 Water Supply

- Potable Water
- Water Efficiency
- Water Use Reductions
- Water Conservation Improvements
- Recycled Water
- Reclaimed Water in Pressure Zone 1
- Water Service Connection
- Water Service Area
- Water Availability Development Condition
- UWMP Zone 7 Coordination
- Water Pump Monitoring
- Cal Water Coordination
- On-Site Water Reuse
- Water Infrastructure Budgeting
- Water Conservation Incentives
- Recycled Water Expansion
- Water Conservation Measures

INF-3 Wastewater

- Wastewater System Connections
- Septic Tanks
- Wastewater System Capacity
- Inflow and Infiltration
- Sewer Main Location

- Restaurant Grease Discharge
- Agricultural Wastewater Connections
- Wastewater Pollution Prevention Outreach

INF-4 Stormwater

- Storm Drainage Design
- Storm Drainage Studies
- Impervious Surfaces
- Green Stormwater Infrastructure on City Assets
- Stream Modifications
- Zone 7 Flood Control Coordination
- Storm Drainage Improvements Prioritization
- Stormwater Code Revisions
- Stormwater Maintenance Collaboration

INF-5 Utilities

- Utility Provision
- Utility Expansions
- Wireless Communication Facility Location
- Public Utility Assessment
- Utility Project Review

Public Services Element (PS)

PS-1 Schools

- School District Coordination
- School District Development Review
- School Facility Development
- School Funding
- School Site Location
- Information Sharing
- Student Generation Rates
- General Plan Amendment and School Facilities

PS-2 Childcare

- Childcare Planning

- LARPD Childcare Coordination
- Childcare Colocation
- Childcare Compatibility
- Childcare Facilities in Residential Development
- Employer Provided Childcare
- Childcare to Support Business Attraction
- Childcare and STEAM
- Development Impact on Childcare
- Childcare Incentives
- Childcare Partnerships
- Childcare Support for Low Income Families
- Childcare Site Inventory

PS-3 Solid Waste

- Recyclable Materials
- State Diversion and Recycling Requirements
- State Waste Programs
- Alameda County Measure D
- Waste Management
- Recycled Material City Purchase Procedures
- Waste Bin Storage
- Business Recycling
- Source Reduction and Recycling Programs
- Increased Diversion
- Recycled Material for City Operations
- Recycled Container Enclosures
- LARPD Recycling
- LVJUSD Recycling

PS-4 Healthcare and Healthy Food Access

- Healthcare Facilities
- Social Services
- Mental Health
- Healthy Food Access
- Community Supported Agriculture
- Community Gardens in Residential Development

- Collaborative Community Gardening
- Home Food Production
- Healthy Food Access Regional Coordination
- Healthy Foods at School
- Healthy Food Regulatory Barriers
- Food Production Education Programs
- Affordable Water for Local Food Production
- Tree Replacement for Fruit Trees
- Downtown Farmers Markets
- Food Pantry Locations

PS-5 Libraries

- Library Facilities and Staffing
- Library Services and Programs
- Library Funding
- School District Partnership
- New Branch Library
- Children's Library Resources
- Springtown Library Improvements

PS-6 Seniors and Aging Adults

- Universal Design
- Caregiver Support
- Healthy Aging
- Outreach to Seniors
- Age Friendly Action Plan
- Senior Services

Open Space and Conservation Element (OSC)

OSC-1 Natural Resources and Ecosystems

- Diverse Open Space System
- Greenbelts
- Open Space Public Access
- Open Space Preservation and Restoration
- Open Space Acquisition

- Open Space Easement Designation
- Open Space Preservation Agency Coordination
- Preservation of Natural Amenities
- Conservation Easement Education
- Open Space Acquisition Funding
- Open Space Acquisition Prioritization
- Open Space Easement Monitoring

OSC-2 Biological Resources

- Biodiversity Preservation
- Habitat Restoration
- Stream Setbacks
- Cluster Development
- Habitat Corridor Maintenance
- Wildlife Linkage
- Subsurface Soil Disturbance
- Habitat Mitigation
- Riparian Enhancements
- Existing Native Vegetation
- Biological Resources Mitigation
- Wildlife-Compatible Farm Management Practices
- Wetland and Biological Resources Impact Calculation
- East Alameda Conservation Strategy
- Mitigation Bank and Habitat Corridor Parcel Database
- Alameda County Biological Resources Mapping
- Biological Resource Preservation Grant Funding
- Biological Resource Preservation Agency Coordination

OSC-3 Water Quality and Water Resources Management

- Water Quality
- Waterway Maintenance and Improvement
- Runoff Regulation
- Salt-Loading
- Creek Improvement Grants
- Groundwater Recharge
- Integrated Pest Management

OSC-4 Agricultural Resources

- Farmland Preservation
- Vineyard Expansion
- Diversity of Agricultural Products
- Williamson Act Land Conservation
- Agricultural Soil Preservation
- Agricultural Preservation Agency Coordination
- Agricultural Preservation Funding

OSC-5 Parks and Recreation

- Comprehensive Park and Recreation System
- Park Access
- Park Development Fees
- Park Service Standard
- Park Improvement Prioritization
- Park and Public Facility Co-Location
- Park Improvements Coordination
- Regional Park Development Coordination
- City Park Coordination
- Future Community Park Site
- Park Service Standard Shortfall Projects
- Isabel Neighborhood Park Space
- Recreational and Cultural Facilities and Activities
- Open Space and Trail Access
- Creekside Recreational Opportunities
- Park Water Conservation and Shade Provision
- Park and Trail Master Plan Update
- In-Lieu Park Fee Ordinance
- City Public Facilities Study

OSC-6 Air Quality

- Air Quality CEQA Thresholds of Significance
- Health Risk Assessment
- Odor-Generating Land Uses
- Toxic Air Contaminants Sources
- Construction Air Quality Impacts Reduction

- Refrigerated Trucks
- Development Requirements Near I-580
- Construction Air Pollution Control Plan
- Sensitive Receptors
- Wildfire Health Protection
- Clean Air Center
- Vehicle Emissions Reduction
- Anti-Idling Requirements
- Public Transit Support
- Zero Emission City Equipment
- Privately-Owned Zero Emission Equipment
- Air Filtration Systems
- Low Emission City Vehicles
- Zero Emission Equipment
- Vehicle Trip Reduction Incentives
- Agency Coordination for Dust Control

OSC-7 Energy Conservation and Efficiency

- Climate Action Plan implementation
- Per-Capita Energy Use
- PG&E Grid Resilience
- Renewable Energy
- Renewable Energy for Municipal Facilities
- All Electric Buildings
- Energy Efficient Development Decisions
- Solar Siting
- Energy Reduction Incentives

OSC-8 Mineral Resources

- Mineral Resources Consideration
- Mining Operation
- Mineral Extraction Impact Evaluation
- Mining Reclamation

Noise Element (N)

N-1 Noise Sources

N-2 Noise Exposure Reduction

- Noise Minimization
- Noise Land Use Compatibility
- Noise Measurement Methodology
- Land Use Compatibility Guidelines for Exterior Noise
- Airport Noise Contours
- Exterior and Interior Noise Levels
- Downtown Area Noise Standards
- Isabel Neighborhood Noise Standards
- Construction Noise Minimization
- Site Design Noise Mitigation
- Noise-Sensitive Development
- Noise Mitigation in Permit Review
- Noise Attenuation Measures
- Sound Walls
- Ground Borne Vibrations
- Noise Insulation Materials
- Noise Attenuation Programs

N-3 Transportation Noise

- Federal and State Noise Regulation
- Transportation Noise
- Truck Noise
- Roadway Noise
- Transit System Noise Quantification
- Bus Noise

N-4 Mechanical and Short-term Noise

- Industrial and Commercial Noise
- Short-term Noise Events
- Noise Exemptions
- Noise Ordinance Update

Safety Element (S)

S-1 Emergency and Disaster Preparedness

- Emergency Operations Plan
- Local Hazard Mitigation Plan
- Public Education
- Community Resilience Hubs
- Emergency Communications
- Emergency Alerts
- Natural Hazard Mitigation
- Interjurisdictional Coordination
- Evacuation Route Maintenance
- Evacuation Route Coordination
- Community Emergency Response Team
- Emergency Preparedness
- Emergency Warning Mechanisms
- Evacuation Study
- Evacuation Access
- Evacuation Route Publicity
- Emergency Awareness
- Hazard Risk Information
- Emergency Mock Exercises
- Emergency Preparedness Activities
- Hazard Information
- Resilient Development
- Risk Reduction for Plans
- Risk Reduction for New Development
- Two Evacuation Routes

S-2 Police Service

- Law Enforcement Review
- Law Enforcement Coordination
- Police Department Staffing
- Crime Prevention Information
- Crime Rates
- Crime Prevention Programs

S-3 Urban Fire Protection

- Livermore-Pleasanton Fire Department
- Coordinated Fire Protection
- Fire Fighting Equipment and Staffing
- Mutual Aid Agreements
- Fire Department Performance
- Fire Protection Coordination
- Fire Station Sites
- Fire Apparatus Roadway Access
- Water Supply for Firefighting
- Fire Flows
- Addresses and Signage
- Fire Inspections
- Fire Department Staffing
- Future Fire Station Locations

S-4 Wildfires

- Fire Hazard Mapping
- Fire Hazard Development Review
- Fire Hazard Development Parameters
- Wildfire Hazard Area Development Parameters
- Rebuilding After Wildfire
- Fire Safety Plan
- Wildland-Urban Interface
- PG&E Wildfire Resistant Landscaping
- Wildland-Urban Interface Code
- Wildland-Urban Interface Development Review
- Defensible Space
- Post-wildfire Agricultural Support
- Debris and Brush Clearing

S-5 Seismic and Geologic Hazards

- Geologic Hazard Mapping
- Geotechnical Investigations for Private Development
- New Construction on Faults
- Geotechnical Investigations for Critical Facilities

- Utility Lines Across Faults
- Erosion and Slope Failure
- Erosion Prevention
- Expansive Soils
- High Shrink-Swell Potential Soils
- Registered Geologist
- Setback Requirements
- Unreinforced Masonry Buildings

S-6 Flooding and Inundation

- Floodway Modifications
- Development in Floodplains
- Development in 100-year Flood Zone
- Critical Facility Prohibition in Flood Zone
- Public and Private Services in 100-year Flood Zone
- Essential Facilities
- Storm Drain Blockage
- Flood Emergency Services
- Living Arroyos Program
- Regional Flood Risk Coordination
- Floodproofing Services
- Floodplain Management Training
- Creek Restoration Funding
- Evacuation Plan for Inundation Areas
- Funding for Dam Inspections
- Disaster Relief for Inundation

S-7 Drought

- Rainwater Retention
- Water-efficient Landscaping
- Greywater Systems
- Low Water Agricultural Techniques
- Water Conservation Agency Coordination
- Water Conservation Measures

S-8 Severe Weather and Extreme Temperatures

- Utility Undergrounding Funding
- Cooling Centers
- Energy Reduction Techniques
- Landscaping with Native Vegetation
- Electrical Gride Agency Coordination
- Solar Energy
- Vulnerable Neighborhoods Extreme Heat Risk Reduction
- Cooling Center Promotion
- Public Facility Severe Weather Resiliency
- Extreme Heat Notification Agency Coordination
- Heat-resistant Farming Techniques
- Wellness Checks
- Heat Pumps
- Tree Maintenance
- Extreme Heat Action Plan Coordination
- Mobile Cooling Centers

S-9 Hazardous Materials

- Residual Repositories
- Hazardous Waste Management Facility Location
- Hazardous Materials Transport
- Hazardous Material Transportation Coordination
- Hazardous Waste Emergency Response Plan
- Environmental Investigation
- Hazardous Waste Reduction
- Hazardous Material Release Investigation
- Reuse and Recycling Post-disaster
- Hazardous Material Processing and Siting
- Hazardous Waste Disposal

S-10 Airport Safety

- Development Requirements in Airport Vicinity

Economic Development (ED)

(*under development*)

Summary of GPAC Feedback on the Land Use Policy Options

At the July 10, 2024, General Plan Advisory Committee (GPAC) meeting, the project team gave an overview of policy options for some topics that will be addressed in the Land Use Element. The policy options do not represent the complete set of topics that will be covered in this Element but focus on topics that the GPAC has previously discussed and indicated interest in. The community and GPAC will have the opportunity to review and comment on the complete draft Land Use Element as part of the Draft General Plan, which is anticipated to be published in Summer 2025.

A summary of the GPAC feedback on the policy options is below. The policy option topics included:

- Environmental Justice and Community Health
- Midtown Specific Plan
- East of Greenville Road Study Area
- Neighborhood Commercial Centers

Environmental Justice and Community Health

- Evaluate appropriate buffers or other mitigation for future residential development proximate to I-580. Clarify "require" and "encourage" in Policy Option A.
    - Policy Option A: Requiring or encouraging buffer and barriers for future residential developments within 1,000 feet of I-580.
- Expand Policy Option B to require landscape buffers in higher density residential areas.
    - Policy Option B: Requiring or encouraging landscaped buffers between residential areas and industrial or manufacturing uses and/or businesses with high levels of heavy truck traffic.
- Support for Policy Option E.
    - Policy Option E: Maintain land use designations and regulations that encourage medical facilities and health care providers to locate in the community.
- Include a policy that addresses fire hazard and prevention in the east side of the City as an environmental justice issue.
- Integrate climate action policies throughout the General Plan.
- Provide a city owned community center that provides cooling.

Midtown Specific Plan

- Re-evaluate the distribution of housing in the Midtown area if Valley Link is not extended to this area.
- In Policy Option F, add public art to the new public amenities to be planed for in the Midtown Specific Plan.
    - Policy Option F: The Specific Plan will identify new public amenities including, but not limited to, bicycle and pedestrian facilities; parks, plazas, and greenways; and community services. that support social gatherings and a sense of place.
- Emphasize walkability in the Specific Plan.
- Need to plan for affordable and multi-generational housing.
- Add a new policy that addresses access to healthy food, including farmers markets and pop-up food events in the Specific Plan area.

East of Greenville Road Study Area

- Make each policy more specific and less broad, e.g. specify the benefits to the community.
- Add risk mitigation/conservation to Policy Option B:
    - Opportunity for substantial benefits to community: mechanisms to facilitate new infrastructure and financial resources to provide community amenities additional services, mechanisms to permanently conserve open space and wildlife habitats.
- Add a policy to work with the County to improve enforcement of current regulations.
- Consider adding a policy that addresses permanent greenbelt on the eastern edge of the city.
- Monitor and report on the inventory of available commercial and industrial land within the city. Summarize what is available and what is the projected need.
- Consider whether housing should be included in East of Greenville Study as an ancillary use as part of a research facilities or in support of the National Laboratories.

Neighborhood Commercial Centers

- Add shopping center owners to Policy Option A:
    - Policy Option A: Establish or work with neighborhood commercial associations or organizations that can be leaders in organizing and implementing transformations to Livermore's neighborhood commercial centers.
- Balance the considerations of walkability and auto traffic for Policy Option B.
    - Policy Option B: Redesign and reconfigure neighborhood commercial centers to transition them from auto-oriented commercial strip arrangements to retail nodes with pedestrian oriented environments, public spaces, and amenities.
- Maximize parking in the redesign and reconfiguration of neighborhood commercial centers.
- Collaborate with local and state partners for the development of transit-oriented communities, e.g. Livermore Amador Valley Transit Authority (LAVTA).
- Add a policy that addresses food security and equity, e.g. retaining local grocery stores.
- Expand the variety of commercial center uses to include housing.

Summary of GPAC Feedback on the Community Identity Policy Options

At the August 14, 2024, General Plan Advisory Committee (GPAC) meeting, the project team gave an overview of policy options for some topics that will be addressed in the Community Identity Element. The policy options do not represent the complete set of topics that will be covered in the Community Identity Element but focus on topics that the GPAC has previously discussed and indicated interest in. The community and GPAC will have the opportunity to review and comment on the complete draft Community Identity Element as part of the Draft General Plan, which is anticipated to be published in Summer 2025.

A summary of the GPAC feedback on the Community Identity Element policy options is below. The policy option topics included:

- Healthy Communities
- Social Resilience
- Gateways
- Land Use and Neighborhood Transitions
- Science and Innovation
- Agriculture and Tourism
- Scenic Corridors

Healthy Communities

- Plan for more shade, bathrooms, and playgrounds in parks and public spaces.
- Focus on wildfire impacts associated with open space. Vineyards can reduce wildfire risks as they provide a natural fire break.
- Ensure adequate emergency vehicle access in new neighborhoods and ingress/egress.
- Healthy communities will require access to a variety of resources.
- Prioritize landscape and streetscape improvements in low-income neighborhoods.
- Encourage healthcare and medical providers to be located throughout the city.
- Encourage integration and social connectivity to help people feel less isolated. Mental and physical health are important.
- Promote arts and cultural events to support mental health.
- Pursue many different outreach channels to connect to the community.

- Take full advantage of community resources currently available like the library, LARPD, etc.

Social Resilience

- Make people aware of community events, using a variety of outreach channels including social media.
- Set aside funding for community events.
- Promote the creation of gathering spaces, both small and large public spaces, especially in multi-family housing settings.
- Social resilience goals and policies should help address variety of challenges other than natural disasters and climate hazards.
- Emphasize that Livermore should be a safe and welcoming community.
- Create spaces where people of different backgrounds can be in the same place and share experiences to encourage social cohesion.

Gateways

- Incorporate gateways throughout the city.
- Integrate aspects of Livermore's community identity in the urban design of all new development.
- Recognize arts and science in gateways, especially on the east side of Livermore nearest the laboratories.
- Reflect the history of the railroad.
- Consider utility undergrounding as one way to "beautify" city gateways.

Land Use and Neighborhood Transitions

- Encourage landscaping buffers to help with land use transitions.
- Improve neighborhood delineation through design features.
- Provide guidance on how to integrate density and different building scales together.
- The topic of land use and neighborhood transitions should address both improving community identity and preventing negative impacts.

Science and Innovation

- Integrate our heritage citywide like Livermorium downtown; murals that include our history; displays that share information about the city's history and/or educational information about science.
- Integrate arts and science throughout the city such as in murals and in parks (e.g. Lawrence Hall of Science has a play structure that is a double helix).
- Connections to history help the next generation be future ready and encourage future innovation.
- Innovation is not only about science. It can also be expressed in all kinds of fields: arts, agriculture, transportation.

Agriculture and Tourism

- Include support for biodiversity to sustain future agricultural production in 40 years.
- Acknowledge other things outside of wine like breweries, farmers markets, and ranching to build Livermore's brand as a food and beverage destination.
- Livermore's identity and tourism economy should highlight: agriculture, technology, maker spaces, craft industries, outdoor recreation, food, and downtown.
- Topography in Livermore is beautiful; especially where the wineries are located.

Scenic Corridors

- The I-580 context has changed, and the Scenic Corridor Policies should be updated to reflect those changes and the community's values.
- Explore scenic corridor policy adjustments to include other areas and not focus solely on views for travelers from I-580 but also the people who live in Livermore.
- Midtown Focus Area will require adjustments to the scenic corridor policy to facilitate the desired outcomes for the area.
- Exceptions to the policies should be offset with high quality architecture and other improvements, such as trees and landscaping treatments, and should only be granted if a project provides specific benefits (ex. job creation, tax revenue, etc.).
- Scenic corridor policies should make Livermore inviting to outside visitors and be integrated with transitions or gateways that market the city.
- Unobstructed views of the hillsides are an asset that makes Livermore distinct from other communities.
- Consider a greenbelt policy that would buffer Livermore from Pleasanton and Dublin.

Summary of GPAC Feedback on the Economic Development Policy Options

At the November 13, 2024, General Plan Advisory Committee (GPAC) meeting, the project team gave an overview of policy options for some topics that will be addressed in the Economic Development Element. The policy options do not represent the complete set of topics that will be covered in this Element but focus on topics that the GPAC has previously discussed and indicated interest in. The community and GPAC will have the opportunity to review and comment on the complete draft Economic Development Element as part of the Draft General Plan, which is anticipated to be published in Summer 2025.

A summary of the GPAC feedback on the policy options is below. The policy option topics included:

- Economic Development Element
    - Facilitate an Innovation Economy
    - Promote Tourism and the Experience Economy
    - Maintain Commercial and Industrial Capacity
    - Recruit a Research University

Facilitate an Innovation Economy

- Identify innovation economy opportunity sites within the city.
- Consider expanding opportunity sites to include energy infrastructures for new technologies such as the GoMentum Station in Contra Costa County, a testing facility for autonomous vehicles.

- Revise Policy Option E as:
    - Promote Livermore as a business destination through ~~participation in industry conferences and increased marketing, branding, and outreach efforts~~ developing a brand for the City that will support recruitment by portraying Livermore as a hotbed of innovation.
- Consider specifying the “key economic metrics”: Job density, job diversity quality of life, and other benefits to the city.

Promote Tourism and the Experience Economy

- Include prioritizing building infrastructures in wine country in Policy Option A:
    - Make proactive efforts to increase the number of hotel rooms or other overnight accommodations, particularly in wine country and Downtown Livermore. Prioritize infrastructure to serve these uses.
- Consider splitting Policy Option A into two policies: one policy that addresses hotels in Downtown Livermore and one policy that addresses hotel needs in wine country.
- Expand Policy Option C so that it feels inclusive of a broader range of attractions, such as theater, arts and culture, recreation, and rodeo. Consider replacing "local businesses" with "assets, activities, and events" to become:
    - Initiate or support a branding campaign to attract visitors that highlights Livermore's unique ~~local businesses~~ assets, activities, and events.
- Add a policy about continuing to work with other organizations that promote Livermore tourism such as Visit Tri Valley and Livermore Valley Wine Community.
- Reference recreation and leisure opportunities in surrounding open spaces as an incentive to increase tourism to Livermore in the General Plan.

Maintain Commercial and Industrial Capacity

- Support for keeping Policy Option D "Identify sites that have a high potential for redevelopment to a higher value commercial or industrial facility type and work with landowners to facilitate projects" to align with goals of innovation.

Recruit a Research University

- Delete the term "research" in "research university," and define the type of institution desired (an education institution that offers a 4-year degree, graduate programs, or research campus).
- Consider revising Policy Option A as "Network with Cal State and University of California administrators to highlight Livermore as a location for a future ~~research~~ university presence to stimulate the innovation economy."
- Move the idea of recruiting a university to be located as one of several approaches under the topic of Facilitate an Innovation Economy.

Summary of GPAC Feedback on the Public Services and Infrastructure Policy Options

At the September 25, 2024, General Plan Advisory Committee (GPAC) meeting, the project team gave an overview of policy options for some topics that will be addressed in the Public Services Element and Infrastructure Element. The policy options do not represent the complete set of topics that will be covered in these Elements but focus on topics that the GPAC has previously discussed and indicated interest in. The community and GPAC will have the opportunity to review and comment on the complete draft Public Services and Infrastructure Elements as part of the Draft General Plan, which is anticipated to be published in Summer 2025.

A summary of the GPAC feedback on the policy options is below. The policy option topics included:

- Public Services Element
  - Childcare
  - Healthy Food Access
  - Seniors and Aging Adults
- Infrastructure Element
  - Infrastructure Improvements Prioritization

Childcare

- Clarify Policy Option A: "Support the provision of childcare programs and facilities to meet the needs of children of all abilities, incomes, and backgrounds."
  - List agencies and/ organizations to collaborate with.
  - Add some concrete actions the City can take to support childcare provision, e.g. tax breaks.
  - Consider changing "support" to "incentivize."
  - Include actions associated with this policy, e.g. waive permitting fees for childcare facilities.
- Allow developers to build spaces that could have a dual purpose in case a childcare facility is not needed at that building.
- Encourage facilities that accommodate both aging adults and childcare.
- Create an inventory of underutilized properties that could be used for childcare.
- Encourage childcare programs to support working families.

- Cater childcare policies to families of all incomes and provide further support for lower income families who cannot afford childcare, e.g. taxpayer subsidized childcare.
- Explore innovative childcare facilities and programs that integrate STEAM (Science, Technology, Engineering, Arts and Math) into early education and childcare.

Healthy Food Access

- Focus the goal on just healthy food access instead of all "community health amenities."
- Better define healthy food in policy options.
- Add a policy to encourage schools to allocate a percentage of the food be purchased from local farms and increase the percentage each year.
- Encourage community gardens where people work collaboratively together to grow food.
- Support/incentivize Community Supported Agriculture (CSA) programs.
- Add a policy that addresses affordable water supply for community gardens and planting home vegetable/ fruit gardens.
- Identify potential locations for food pantry operations in Livermore.
- Add a policy that allows property owners to replace mature trees with fruit trees.
- Encourage healthy food retailers to be in locations that need better healthy food access, e.g. Northeast Livermore.
- Incentivize farmers markets to operate year-round by potentially providing funding to farmers market management companies.
- Explore potential facilities that can house farmers market in weather-proof stalls on public land.
- Explore policies that connect access to transit with access to healthy food (e.g. farmers market, local grocery stores, food pantries).
- Collaborate with other jurisdictions in the Tri-Valley area to encourage healthy food access in the region.

Seniors and Aging Adults

- Define "Age-friendly City" in Policy Option B according to World Health Organization (WHO).
- Clarify the specific design elements of "universal design" in Policy Option A: "Encourage universal design in new residential development." E.g. encourage single-story townhomes and limited staircases for certain projects.
- Streamline the production of affordable senior housing.
    - Encourage ADUs in accordance with the Housing Element.
- Clarify Policy Option C to acknowledge that seniors may also have disabilities: "Collaborate with private, nonprofit, faith-based and public community service organizations to offer support for caregivers of seniors and people with disabilities."

Infrastructure Improvements Prioritization

- Add "environmentally and climate sustainable" to the goal: "*Plan for infrastructure improvements using a fiscally sustainable and equitable approach.*"
- Include City-owned buildings as part of the City's infrastructure.

    - Add an action to create an inventory of City-owned buildings.
    - Consider the future needs/expansion of City buildings when planning for infrastructure improvements.
- Need to make space available for non-profits to operate in Livermore.
- Prioritize infrastructure improvements that improve community safety.
- Add a policy that addresses agricultural resilience as agricultural is part of the city's infrastructure.
- Expand Policy Option A**:** "Prioritize infrastructure improvements in underserved communities" to prioritize sewer connection to vineyards.
- Prioritize infrastructure improvements in older neighborhoods.
- Increase the potable water supply through the use of recycled water.
- Specify the timeline for infrastructure improvement.

Summary of GPAC Feedback on the Mobility Policy Options

At the October 9, 2024, General Plan Advisory Committee (GPAC) meeting, the project team gave an overview of policy options for some topics that will be addressed in the Mobility Element. The policy options do not represent the complete set of topics that will be covered in this Element but focus on topics that the GPAC has previously discussed and indicated interest in. The community and GPAC will have the opportunity to review and comment on the complete draft Mobility Element as part of the Draft General Plan, which is anticipated to be published in Summer 2025.

A summary of the GPAC feedback on the policy options is below. The policy option topics included:

- Mobility Element
    - Vision Zero
    - Transit-Oriented Communities/Mobility Hubs
    - Connectivity Across Barriers
    - Transportation Technology and Innovation
        - Bicycle and Scooter Sharing
        - Facilitate Electric Vehicles

Vision Zero

- Support for bike lanes that separate bicyclists from high traffic areas.
- Implement bicycle improvements on East Avenue to increase bicycle safety.
- Support for Policy Option B, “Evaluate opportunities to reduce speed limits on residential streets.”
- Encourage redesigning older roads to be safer for cyclists.
- Educate roadway users about ways to improve roadway safety.

Transit-Oriented Communities/ Mobility Hubs

- Expand policy options from addressing traditional transit centers/ mobility hubs to include a range of other places including libraries, schools, parks, and other activity centers.
    - Consider keeping the language broad by using “any new emerging mobility center” or “a concentration of uses.”

- Partner with local tourist-serving businesses to offer mobility/transit passes to visitors.

Connectivity Across Barriers

- Support for policy options A through C:
    - Policy Option A: Facilitate connectivity across I-580 and SR 84 (Isabel Avenue) by improving linkages among interrelated activities across neighborhoods.
    - Policy Option B: Improve bicycle and pedestrian connectivity across I-580 through new and enhanced over and underpasses. Consider green passageways/linear parks and similar facilities, which also function to support wildlife movement across freeway barriers.
    - Policy Option C: Improve connectivity between and through neighborhoods, to and from activity centers, for cyclists and pedestrians.
- Okay to keep Policy Option D "Identify opportunities to convert the existing at-grade railroad crossings to grade separated crossings," but converting existing at-grade railroad crossings should not be the priority.
- Consider partially removing barriers such as a sound wall for the development of walkways between blocks/neighborhoods.

Bicycle and Scooter Sharing Programs

- Include vehicle sharing in the policy options.
- Add a policy to support public scooter and bike charging stations and infrastructure.
- Balance between providing bicycle and scooter ride sharing with limiting area and location that the bikes and scooters are stored to prevent littering.
    - Limit bicycle rentals to Isabel and Midtown.
- Support for Policy Option E: Prohibit commercial shared micromobility services from the public right-of-way.

Facilitate Electric Vehicles

- Plan for publicly accessible infrastructure for electric bicycle and scooter charging.
- Should micromobility devices ever locate in Livermore, ensure that these devices are not left in the public right-of-way to avoid safety hazards.
- Support for the City proactively planning for micromobility so that the City can carefully manage its implementation.

Other

- Goal suggestion: "Achieve a system that accounts for emerging transportation technologies."
- Consider emerging technologies like delivery drones and air taxis in the General Plan Update.

Summary of GPAC Feedback on the Open Space and Natural Resources and Safety Policy Options

At the September 11, 2024, General Plan Advisory Committee (GPAC) meeting, the project team gave an overview of policy options for some topics that will be addressed in the Open Space and Natural Resources Element and Safety Element. The policy options do not represent the complete set of topics that will be covered in these Elements but focus on topics that the GPAC has previously discussed and indicated interest in. The community and GPAC will have the opportunity to review and comment on the complete draft Open Space and Natural Resources Element and Safety Element as part of the Draft General Plan, which is anticipated to be published in Summer 2025.

A summary of the GPAC feedback on the policy options is below. The policy option topics included:

- Open Space and Natural Resources Element
  - Establishment of Greenbelts and Urban Separations
  - Equitable Park and Open Space Access
- Safety Element
  - Emergency Notification
  - Drought
  - Energy Resilience
  - Flooding
  - Agricultural Resilience

Establishment of Greenbelts and Urban Separations

- The Urban Growth Boundary (UGB) is one reference point when planning for a greenbelt but is not the only possible reference point.
- Preserve open space between Livermore and Dublin and prioritize protecting open space in northwest Livermore.
- Support for policy options that would increase and encourage use of easements and purchase of development rights to preserve open space.
- Plan ahead for open space acquisition before the threat of development is imminent. Land will likely only be more expensive in the future.

- Define the different types of open space in the Element and be clear that open space and/or a greenbelt can include untouched habitat areas, land for parks and recreation, active agriculture, and other possible uses, and may or may not allow public access.
- Support for the policy option calling for a wildlife linkage between East of Greenville Road to Northfront Road across I-580; this is a high priority for the Tri Valley Conservancy.
- Change this policy option as follows:
    - ~~Educate~~ Inform landowners about the value and resources available to place land outside the urban growth boundary into a conservation easement.
- Where possible, consider acquiring contiguous open space on both sides of the UGB; some of our most sensitive habitat is on the former BART lands inside the UGB.

Equitable Park and Open Space Access

- Clarify the policy about ensuring all neighborhoods are "within a 10-minute walk" by adding distance in parentheses and/or adding "of an average person."
- Add a policy about ensuring park maintenance.
- Add a policy about increasing shade in parks.
- Plan for transit service to parks.
- Promote water conservation by recommending future parks or park renovations use less grass.

Emergency Notification

- Specify all the types of disasters that the city wants to prepare for.
- Clarify that the emergency notification system is for notifying the public in addition to first responders.

Drought

- Balance the tourism economy that the city wants to grow with the water demand from potential new businesses. Consider allowing or not allowing new uses based on water consumption.
- Balance the environmental benefits of urban landscaping and vegetation with water conservation measures that reduce irrigation.
- Plan for outreach programs that more directly provide education on water rebates and other conservation efforts.

Energy Resilience

- Address ways to reduce barriers to microgrids e.g. lobbying and working with state regulators.
- Include an action to explore the feasibility of the City establishing a Municipal Utility District.
- Coordinate with PG&E to secure the electrical grid against cyber-attacks.

Flooding

- Clarify Policy Option A: Explain what and how many properties would be affected. Specify what it would mean to encourage people to convert properties in the floodplain.
- Explore an incentive program for converting properties in the floodplain and check if other jurisdictions have implemented similar programs successfully.
- Specify the location of the "100-year flood zone."
- Consider installing retention ponds and other methods to address flooding around the airport area.
- Emphasize the proactive mitigation of floodplains and stream courses in collaboration with regulatory agencies, in addition to imposing regulation on future development.

Agricultural Resilience

- Remove the following policy options since they are covered by State laws:
  - Work with members of the agricultural community to develop specialized agricultural worker evacuation plans.
  - Work with the agricultural community, landscaping companies, building and trade companies and organizations with outdoor workers, delivery workers, and providers of outdoor recreation to reduce worker exposure to extreme heat and provide heat-related health and safety services to workers.
- Ensure housing for agricultural workers.
  - Include a policy about streamlining permitting for farmworker housing.
- Explore the feasibility of subsidizing the cost of shade equipment or other equipment or requirements imposed on farmers by State regulations.
- Include context in the background section of this element to acknowledge what the City is already doing to improve sewer infrastructure.
- Continue to work with PG&E and Alameda County to pursue undergrounding of power lines along Tesla Road.
- Return with additional policy options for resilient agriculture as part of the discussion of the Economic Development Element.

Summary of Planning Commission Recommendations

on the General Plan Policy Options

At various points between December 2024 and April 2025, the Planning Commission received an overview of policy options for several policy topics that will be addressed in the General Plan. The policy options do not represent the complete set of topics that will be covered in the General Plan but focus on topics that the General Plan Advisory Committee has previously identified and discussed. Based on the Planning Commission's extensive working knowledge of the General Plan, the Commission provided feedback on draft policy language and additional topics that should be considered in each element as described below:

Open Space Element

- Some policy options are too prescriptive and read as strategies or tactics. (Example – the concept of Greenbelt preservation could be limiting and does not consider tradeoffs).

- Use language that does not over-commit the City or result in unfunded policies or mandates.

- Consider ways to support and facilitate agricultural uses.

- Policies should guide implementation of drought tolerant and native landscaping.

- Include policies about Urban Forest expansion and preservation for the multiple benefits it provides.

- Clarify the term "maintenance" and who is responsible. Consider services and amenities like restrooms in parks and open spaces.

- Access and connectivity between open spaces is important. Policy language should use specific numbers such as 10-minute walk or other industry metrics to provide meaning to the policy.

Noise Element

- Excessive noise is related to mental health, can cause stress, be annoying and affect overall quality of life and is currently an important topic for the community.

- The Noise Element should be explicit and provide useful standards to the extent practical for a policy document.

Safety Elements

- Energy resilience is an important policy topic.

- Safety Goals are at the right level and well written but too prescriptive and specific as written; they are better placed in appropriate implementation documents and master plans.

- Be aware of externalities such as the insurance market (e.g. flood + fire) to consider whether new projects can actually be implemented and constructed.

- Make sure the proper policies are in the appropriate locations. There are many types of resilience. Agricultural Resilience may not belong in the Safety Element but rather located in the Economic Development or Open Space Elements.

Infrastructure Element

- Policies pertaining to South Livermore sewer extension may not belong in the Infrastructure Element. Consider what goal the City is trying to achieve – i.e. economic vitality – and consider moving to the Economic Development Element.

- Track and monitor infrastructure improvements and consider lifecycle costs in infrastructure analysis and prioritization.

- Educate people on water efficiency and other ways to improve City functions.

- Actively engage community in capital improvement programming and decision making. Consider accessibility as a priority criterion.

- Define terms like “underserved” in the context of the General Plan to better understand policy intent. Consider including a definition of terms section in the document.

Public Services

Child Care

- Childcare is a current need for the community.

- Many of these policy topics are essentially already covered in the General Plan under the Housing Element. We should consider redundancy.

Heathy Food Access:

- “Remove barriers” to users who grow local fruit and vegetables.

- Expand farmers markets and similar opportunities beyond downtown to increase accessibility to local neighborhoods.

Senior + Aging Adults

- Add restrooms and public access somewhere in General Plan policies; needed at all stages of life.

Mobility

- Prioritize improvements that help further our climate adaptation and resilience goals:
    - Streets for high comfort level for people/bikes in mixed use areas
    - Prioritize transit in street design
    - Minimize conflict points between rail and other modes

- Support for micromobility and other mobility technologies that provide options for travel around our community.

- Consider Air quality, heat and other climate conditions when planning the network. There is a need for public cooling because we have more hot days especially as we incorporate policy that encourage more people to walk.

- Consider modes for people who don’t have access to cars.

Land Use

- Any East of Greenville study should occur outside of the General Plan update process; it should happen upon adoption of or in parallel with the General Plan to not slow down momentum.
- Possibly consider farmworker housing polices in any future study of the East of Greenville area.

Community Identity

- Scenic Views and resources are important to the community. Even if they are unaware of the policies behind them, people appreciate the outcomes.
- The approach to Scenic Resources is strategic and less blunt of an instrument to achieve City goals.

Economic Development

- Ensure policies pertaining to tourism are not just for visitors but also provide amenities, services, and quality experiences for the local community as well.
- Policy language should also include support for local and craft industries.
- Try to address “missing middle” commercial spaces, market halls, and affordable small spaces.
- Establish a policy framework (and later implementation strategy) to remove barriers to entry for small scale unique local business in a variety of sectors.

Example Draft Policies Incorporating Planning Commission Feedback

The purpose of this attachment is to illustrate how the General Plan project team interpreted Planning Commission feedback provided at the December 17, 2024, meeting for a sub-set of the policy options related to:

- Land Use
  - Midtown Specific Plan
  - East of Greenville Road Study Area
- Community Identity
  - Scenic Resources
- Economic Development
  - Tourism and the Experiential Economy

The following items accompany each example policy topic:

1. Original policy options presented to the General Plan Advisory Committee (GPAC).
2. Summary of GPAC feedback on the policy options.
3. Example draft policies that incorporate GPAC and Planning Commission (PC) feedback.

Land Use

Midtown Specific Plan

1. Original GPAC Policy Options

The Midtown Area (MA) would include, at a minimum, the following components:

A. Policy Option A: The Midtown Area is intended to create a complete, mixed-use, transit-supportive environment that balances housing, commercial, office, and industrial uses.
B. Policy Option B: The Midtown Area will be a complete community that is supportive of, but not reliant upon the development of a future transit station.
C. Policy Option C: Land uses, multi-modal mobility, development standards, design requirements, infrastructure and service needs, and other specifications for the Midtown Area will be determined through a specific plan. An adopted Specific Plan is required before approval of new development in this area.
D. Policy Option D: The Specific Plan will facilitate the development of between 5,000 to 6,400 new residential units, with the highest densities located closest to the Valley Link station area, transitioning to lower densities farther from the station.

E. Policy Option E: The Specific Plan will also address job creation, including desired amounts of Industrial/Office uses including research and development facilities, manufacturing capabilities, and laboratory spaces.

2. GPAC Feedback

- Re-evaluate the distribution of housing in the Midtown area if Valley Link is not extended to this area.
- In Policy Option F, add public art to the new public amenities to be planned for in the Midtown Specific Plan.
    - Policy Option F: The Specific Plan will identify new public amenities including, but not limited to, bicycle and pedestrian facilities; parks, plazas, and greenways; and community services. that support social gatherings and a sense of place.
- Emphasize walkability in the Specific Plan.
- Need to plan for affordable and multi-generational housing.
- Add a new policy that addresses access to healthy food, including farmers markets and pop-up food events in the Specific Plan area.

3. Example Draft Policy Incorporating GPAC and PC Feedback to Date

Goal LU-1. Create a Complete Mixed-Use Neighborhood in the Midtown Area (MA).

i. Complete Neighborhood: Create a complete, mixed-use, transit-supportive environment that balances housing, commercial, office, and industrial uses.

ii. Independent: The Midtown Area is supportive of but not reliant upon the development of a future transit station.

iii. Housing Goals: Facilitate the development of between 5,000 to 6,400 new residential units, with the highest densities located closest to the Valley Link station area, transitioning to lower densities farther from the station.

iv. Job Creation: Create job opportunities through Industrial/Office uses including research and development facilities, manufacturing capabilities, and laboratory spaces.

v. Connected: Prioritize pedestrian and bicycle safety and comfort through new infrastructure and urban design considering improved street connectivity in and out of and throughout the neighborhood.

vi. Design: Distinguish Midtown as a unique neighborhood but also integrate Midtown into the larger Livermore community fabric.

East of Greenville Road Study Area

1. Original GPAC Policy Options

The GPAC reviewed the direction provided by the City Council at the June 10, 2024, meeting to include the East off Greenville Road area as a future study area:

A. Economic Development: Ability to accommodate additional economic development, adding significant new job-generating uses that could contribute to Livermore's identity.
B. B. Opportunity for substantial benefits to community: mechanisms to facilitate new infrastructure and financial resources to provide community amenities and additional services, mechanisms to permanently conserve open space and wildlife habitats.
C. Impacts to current land uses: Limited capacity to sustain industrial and commercial development.
D. Opportunity to improve quality of life: Ability to address issues such as jobs housing match or other key indicators that further enhance quality of life for the Livermore Community.

2. GPAC Feedback

- Make each policy more specific and less broad, e.g. specify the benefits to the community.
- Add risk mitigation/conservation to option B:
    - Opportunity for substantial benefits to community: mechanisms to facilitate new infrastructure and financial resources to provide community amenities additional services, mechanisms to permanently conserve open space and wildlife habitats.
- Add a policy to work with the County to improve enforcement of current regulations.
- Consider adding a policy that addresses permanent greenbelt on the eastern edge of the city.
- Monitor and report on the inventory of available commercial and industrial land within the city. Summarize what is available and what is the projected need.
- Consider whether housing should be included in East of Greenville Study as an ancillary use as part of a research facility or in support of the National Laboratories.

3. Staff Example Draft Policy Incorporating GPAC and PC Feedback to Date

General Plan Context

Whether or not to Study the East of Greenville area for future land use changes will require observing changes throughout the community over time. The General Plan will establish policies and procedures to monitor, track, and report Key Performance Indicators, which may be used to initiate the evaluation of opportunities in the East of Greenville area. The Key Performance Indicator findings that could require further study include:

- Housing
    - Ability to meet RHNA: The City anticipates significant challenges in meeting RHNA requirements within City limits
- Jobs:
    - Housing Balance and Match indicates a need to expand employment opportunities
    - Density/Quality (Wages: AMI; Jobs per 10,000 sq feet of nonresidential building types, etc.)
- Economic Capacity:
    - Available Acreage for future uses Needed to Support a Robust Local Economy
    - Vacancy and Occupancy Rates Limit Opportunities for Desirable Business Types
- Fiscal Health
    - Annual costs exceed available revenues
        - Infrastructure Maintenance Costs Exceed Financial Capacity (O&M + R&R)
        - Cost of Services (Police/Fire/Library/Admin) exceeds fiscal capacity
- Quality of Life
    - Opportunity to create significant civic improvements or investments that could benefit the community.
    - Threat to quality of the existing environment through inappropriate use of land

Staff would present monitoring reports to Council (at key intervals yet to be determined) which include some or all these metrics. Reporting would likely correspond with other studies and context information such as the budget cycle, Strategic Plan updates, and/or as part of the eight-year housing element cycles. Based on the results of routine monitoring and diagnostic reporting, staff would make a recommendation whether or not the City should direct staff to study the East of Greenville area.

Additionally, staff would evaluate any unforeseen situation or circumstance, not previously contemplated, that could create an opportunity to address or achieve strategic goals or

provide a significant community benefit. Staff would present this information to Council for direction and authorization to proceed with study of the East of Greenville Area.

Study Contents: A future study of the East of Greenville Road could include the following components:

1. Economic Development Evaluation:
    a. Potential for employment types, densities, and quality.
    b. Impacts to economy overall
2. Fiscal Impact Assessment:
    a. Assessment of the potential revenues derived from property tax (sales tax) or other revenue generation compared to the cost of providing of municipal services.
    b. Identify infrastructure required to facilitate development and operation of area.
3. Environmental Impacts:
    a. Investigate potential environmental issues such as GHG emission, air quality, wildlife habitat, water quality, traffic and noise.
    b. Identify possible avoidance or minimization measures
4. Growth Management Strategies.
    a. Identify mechanisms to ensure high quality development and influence the nature, scale, location, and timing of new development:
        i. Preserve City Council discretion
        ii. Effectively manage the pace of development to scale infrastructure and capacity
        iii. Prioritize community benefit opportunities
        iv. Monitor trends and development patterns over time
5. Opportunities and Constraints Analysis:
    a. Identify both the positive aspects (opportunities) and negative limitations (constraints) of a developing the area considering factors like:
        i. physical characteristics
        ii. environmental conditions
        iii. regulations
        iv. market trends
        v. existing infrastructure
    b. Inform decision-making, design development concepts, and next steps.

Policy Language

Goal LU-1 - Identify the area East of Greenville Road as a future study area to accommodate commercial/industrial (non-residential) land use capacity, facilitate job creation, and increase revenue generation.

Policy LU-1.1 Conditions For Further Study. Consider and Evaluate potential UGB and land use changes in the area East of Greenville Road under the following circumstances:

- Inability to provide services and maintain City infrastructure.

  Operational challenges and financial shortfalls are identified through the course of regular monitoring and reporting, which could result in the inability to sustain needed revenues to provide municipal services or maintain essential infrastructure.

- Ability to accommodate a balance of Jobs and Housing

  An imbalance of land use types is identified, through regular monitoring and reporting, that limits the City's ability to either:
  1. Accommodate new economic growth through new job-generating uses and/or high sales tax generating uses (high wage and/or high job density)
  2. Achieve RHNA without redesignating other areas of the planning area

- Unforeseen Opportunities to achieve Strategic Goals.

  City identifies a means to achieve a strategic goal or community benefits that could not otherwise achieved, not related to the City's regular monitoring and reporting.

  Strategic Goals includes the City's ability to meet one or more key performance indicators.

  Community Benefits include (but are not limited to):

  - facilitate new infrastructure and financial resources,
  - provide community amenities, (post-secondary educational institution, parks, sports parks, trails, libraries)
  - maintain or improves service levels (tax revenue/increase to the general fund or other funding contributions)
  - permanently conserves open space (wildlife, watershed, recreation)
  - investments in Livermore downtown or wine country

- Use of Land inconsistent with City's Goals and Policies

  Through ongoing monitoring, the City determines that territory outside of the UGB is not effectively regulated or managed and/or land is being degraded in a manner inconsistent with Livermore's vision, goals and polices, or in a manner that directly and negatively impacts Livermore Wine Country, the National Laboratories or adjacent Industrial/Business Park uses.

Community Identity

Scenic Resources

1. **Original GPAC Policy Options**
   A. Policy Option A: Leave the Scenic Corridor goals and policies as is.
   B. Policy Option B: Review the Scenic Corridor goals and policies and update to accommodate the land uses and development envisioned in the Preferred Land Use Scenario.
   C. Policy Option C: Reframe the Scenic Corridor goals and policies to be Scenic Resources, expanding to identify and protect scenic and visual resources for Livermore residents and not just travelers.
   D. Policy Option D: Relocate the Scenic Corridor goals and policies to be a separate regulatory document that is not in the General Plan.

2. **GPAC Feedback**
   - The I-580 context has changed, and the Scenic Corridor Policies should be updated to reflect those changes and the community's values.
   - Explore scenic corridor policy adjustments to include other areas and not focus solely on views for travelers from I-580 but also the people who live in Livermore.
   - Midtown Focus Area will require adjustments to the scenic corridor policy to facilitate the desired outcomes for the area.
   - Exceptions to the policies should be offset with high quality architecture and other improvements, such as trees and landscaping treatments, and should only be granted if a project provides specific benefits (ex. job creation, tax revenue, etc.).
   - Scenic corridor policies should make Livermore inviting to outside visitors and be integrated with transitions or gateways that market the city.
   - Unobstructed views of the hillsides are an asset that makes Livermore distinct from other communities.
   - Consider a greenbelt policy that would buffer Livermore from Pleasanton and Dublin.

1. Staff Example Draft Policy Incorporating GPAC and PC Feedback to Date

Context/Framework:

The current General Plan Scenic Corridor policies contain detailed requirements and specifications, usually found in technical implementation documents. The approach would amend General Plan policy, Zoning Map, and Development Code comprehensively. Simplified Scenic Corridor policies would remain in the General Plan, regulation-oriented language would be relocated and modified into development standards, implemented through the Development Code consistent with GPAC and PC recommendations:

1. **GP Policy**. Consolidate existing General Plan standards and requirements into into one Goal with supporting policies.
2. **GP Exhibit**. Create an exhibit illustrating specific scenic resource areas community seeks to preserve, instead of universal restrictions along whole freeway.
3. **Zoning**. Move all standards into Development Code. Instead of view angles, apply height restrictions and design standards in overlay districts.
    a. Apply overlay districts only to those areas that have views of mapped vistas.
    b. Include exemptions for these areas to allow for flexibility. Criteria could be economic, community benefit, or feasibility based.

Policy Language:

Goal CI 12.12 Protect scenic views of areas surrounding Livermore.

1. **I-580 Scenic Corridor.** Establish a Scenic Corridor along the length of Interstate 580 that extends 3,500 feet from the freeway centerline. Within the Scenic Corridor area, identify specific and important scenic views and vistas.
2. **Architectural and Landscape Design**. Within the Scenic Corridor area, ensure high quality architectural and landscape design to enhance the Livermore scenic character, preserve and frame identified scenic views, promote compatibility with the natural skyline and create and intriguing and inviting entry into the Community.
3. **Implementation**. Apply specific height, design, and other development standards to maintain views of specific scenic vistas based on context.

Tourism and Experiential Economy

1. Original GPAC Policy Options

Goal: *Enhance Livermore's tourism economy and increase the number of visits*.

The General Plan could include all, none, or some of the following options:

A. Policy Option A: Make proactive efforts to increase the number of hotel rooms or other overnight accommodations, particularly in wine country and Downtown Livermore.
B. Policy Option B: Broaden outreach of City-sponsored or supported community events.
C. Policy Option C: Initiate or support a branding campaign that highlights Livermore's unique local businesses or promotes wine country agritourism.
D. Policy Option D: Attract regional agricultural-related producers (e.g., fresh food, wine producers, brewers) to open brick-and-mortar retail establishments in Livermore.

2. GPAC Feedback

- Include prioritizing building infrastructure in wine country in Policy Option A:
    - Make proactive efforts to increase the number of hotel rooms or other overnight accommodations, particularly in wine country and Downtown Livermore. Prioritize infrastructure to serve these uses.
- Consider splitting Policy Option A into two policies: one policy that addresses hotels in Downtown Livermore and one policy that addresses hotel needs in wine country.
- Expand Policy Option C so that it feels inclusive of a broader range of attractions, such as theater, arts and culture, recreation, and rodeo. Consider replacing "local businesses" with "assets, activities, and events" to become:
    - Initiate or support a branding campaign to attract visitors that highlights Livermore's unique ~~local businesses~~ assets, activities, and events.
- Add a policy about continuing to work with other organizations that promote Livermore tourism such as Visit Tri Valley and Livermore Chamber of Commerce.
- Reference recreation and leisure opportunities in surrounding open spaces as an incentive to increase tourism to Livermore in the General Plan.

3. Example Draft Policy Incorporating GPAC and PC Feedback to Date

i. Collaborate with local community partners to grow the tourism economy in the Livermore Valley.
ii. Facilitate private investment to expand the range of activities, amenities, and overnight accommodations available in the Livermore Valley.
iii. Support local independent businesses that contribute to quality of life and enhance Livermore's desirability as a visitor destination.

Example Draft Policies Incorporating Planning Commission Feedback

Previously, Planning Commission broadly recommended General Plan policy language that all the elements should remain at a higher level of abstraction and detailed strategies should be incorporated into the appropriate implementation documents. The purpose of this attachment is to illustrate how the General Plan project team interpreted Planning Commission feedback provided at the December 17, 2024, meeting for a sub-set of the policy options related to:

- Infrastructure
    - Infrastructure Improvements Prioritization
- Public Services
    - Childcare
    - Healthy Food Access
    - Seniors and Aging Adults
- Mobility
    - Transit-Oriented Communities/Mobility Hubs
    - Bicycle and Scooter Sharing Programs

The following items accompany each example policy topic:

- Original policy options presented to the General Plan Advisory Committee (GPAC).
- Summary of GPAC feedback on the policy options.
- Example draft policies that incorporate GPAC and Planning Commission (PC) feedback.

Infrastructure Improvements Prioritization

1. Original GPAC Policy Options

Goal*: Plan for infrastructure improvements using a fiscally sustainable and equitable approach*.

The General Plan could include all, none, or some of the following options:

A. Policy Option A: Prioritize infrastructure improvements in underserved communities.
B. Policy Option B: Undertake community outreach to solicit input on which projects to include in the Capital Improvement Plan.
C. Policy Option C: Create a quantifiable scoring system to identify the highest priority infrastructure improvements.

D. Policy Option D: Establish a set of guiding principles, such as resiliency, sustainability, safety, etc, to guide the development of the infrastructure improvement scoring system.

2. GPAC Feedback

- Add "environmentally and climate sustainable" to the goal: "*Plan for infrastructure improvements using a fiscally sustainable and equitable approach.*"
- Include City-owned buildings as part of the City's infrastructure.
  - Add an action to create an inventory of City-owned buildings.
  - Consider the future needs/expansion of City buildings when planning for infrastructure improvements.
- Need to make space available for non-profits to operate in Livermore.
- Prioritize infrastructure improvements that improve community safety.
- Add a policy that addresses agricultural resilience as part of the city's infrastructure.
- Expand Policy Option A**:** "Prioritize infrastructure improvements in underserved communities" to prioritize sewer connection to vineyards.
- Prioritize infrastructure improvements in older neighborhoods.
- Increase the potable water supply through the use of recycled water.
- Specify the timeline for infrastructure improvement.

3. Example Draft Policy Incorporating GPAC and Previous PC Feedback on Policy Approach

i. Prioritize infrastructure improvements though a a consistent and transparent decision-making process.

ii. Follow the guiding principles of resiliency, sustainability, safety, and environmental justice to prioritize infrastructure improvements.

iii. Prioritize the extension of sewer lines into South Livermore agricultural areas to support agricultural uses.

Childcare

1. Original GPAC Policy Options

Goal: *Ensure an adequate range and supply of childcare services to meet the needs of all Livermore residents.*

The General Plan could include all, none, or some of the following options:

A. Policy Option A: Support the provision of childcare programs and facilities to meet the needs of children of all abilities, incomes, and backgrounds.

B. Policy Option B: Encourage new multifamily, public, office, and industrial projects above a minimum size to include space for childcare.
C. Policy Option C: Encourage public and private agencies and employers to provide childcare services and facilities.
D. Policy Option D: Encourage housing developers to include units that support the operation of licensed family childcare home providers.

2. GPAC Feedback

- Clarify Policy Option A: "Support the provision of childcare programs and facilities to meet the needs of children of all abilities, incomes, and backgrounds."
    - List agencies and/ organizations to collaborate with.
    - Add some concrete actions the City can take to support childcare provision, e.g. tax breaks.
    - Consider changing "support" to "incentivize."
    - Include actions associated with this policy, e.g. waive permitting fees for childcare facilities.
- Allow developers to build spaces that could have a dual purpose in case a childcare facility is not needed at that building.
- Encourage facilities that accommodate both aging adults and childcare.
- Create an inventory of underutilized properties that could be used for childcare.
- Encourage childcare programs to support working families.
- Cater childcare policies to families of all incomes and provide further support for lower income families who cannot afford childcare, e.g. taxpayer subsidized childcare.
- Explore innovative childcare facilities and programs that integrate STEAM (Science, Technology, Engineering, Arts and Math) into early education and childcare.

3. Example Draft Policy Incorporating GPAC and Previous PC Feedback on Policy Approach

i. Plan for childcare facilities to meet the needs of the community.
ii. Combine childcare facilities with other land uses, services, and amenities to improve opportunities, access, and availability of such facilities.
iii. Collaborate with agency partners, Livermore Valley Joint Unified School District and Livermore Area Recreation and Park District, to provide affordable and quality childcare program options throughout the community.

Healthy Food Access

1. Original GPAC Policy Options

Goal: *Support access for all residents to important community health amenities*.

The General Plan could include all, none, or some of the following options:

1. Policy Option A: Remove regulatory and physical barriers to healthy food retailers and farmers' markets to improve community access to healthy foods.
2. Policy Option B: Encourage new residential development to include community gardens, rooftop gardens, and places to grow fresh fruits and vegetables.
3. Policy Option C: Promote the planting of home vegetable/fruit gardens.
4. Policy Option D: Remove regulatory barriers to food production on institutional/public land.
5. Policy Option E: Establish educational programs through the library and promote other local programs that educate residents about local food production and healthy food preparation.

2. GPAC Feedback

- Focus the goal on just healthy food access instead of all "community health amenities."
- Better define healthy food in policy options.
- Add a policy to encourage schools to allocate a percentage of the food be purchased from local farms and increase the percentage each year.
- Encourage community gardens where people work collaboratively together to grow food.
- Support/incentivize Community Supported Agriculture (CSA) programs.
- Add a policy that addresses affordable water supply for community gardens and planting home vegetable/ fruit gardens.
- Identify potential locations for food pantry operations in Livermore.
- Add a policy that allows property owners to replace mature trees with fruit trees.
- Encourage healthy food retailers to be in locations that need better healthy food access, e.g. Northeast Livermore.
- Incentivize farmers markets to operate year-round by potentially providing funding to farmers market management companies.
- Explore potential facilities that can house farmers market in weather-proof stalls on public land.
- Explore policies that connect access to transit with access to healthy food (e.g. farmers market, local grocery stores, food pantries).

- Collaborate with other jurisdictions in the Tri-Valley area to encourage healthy food access in the region.

3. Example Draft Policy Incorporating GPAC and Previous PC Feedback on Policy Approach

i. Support Community Supported Agriculture programs that allow Livermore residents to purchase locally grown food.
ii. Expand community garden programs and increase community connections.
iii. Collaborate with other jurisdictions in the Tri-Valley area to encourage healthy food access in the region.
iv. Provide affordable water to users who grow local fruit and vegetables.
v. Incentivize the year-round operation of the Downtown Farmers' Market.
vi. Identify locations for food pantry operations in Livermore.

Seniors and Aging Adults

1. Original GPAC Policy Options

Goal: *Deliver public services and facilities that serve the needs of seniors, are age friendly, and allow residents to age in place.*

The General Plan could include all, none, or some of the following options:

A. Policy Option A: Encourage universal design in new residential development.
B. Policy Option B: Create an Age Friendly Action Plan to work toward Livermore becoming an age friendly city.
C. Policy Option C: Collaborate with private, nonprofit, faith-based and public community service organizations to offer support for caregivers of seniors and people with disabilities.
D. Policy Option D: Promote policies, programs, services, and public infrastructure improvements to ensure that older adults can age in place while feeling valued and supported.
E. Policy Option E: Provide regular and timely communication to seniors and aging adults about the services, programs, and other opportunities available to these groups of people.
F. Policy Option F: Support volunteer programs that connect seniors with the broader population to reduce isolation and utilize the depth of skills and experience of aging adults.

2. GPAC Feedback

- Define "Age-friendly City" in Policy Option B according to World Health Organization (WHO).
- Clarify the specific design elements of "universal design" in Policy Option A: "Encourage universal design in new residential development." E.g. encourage single-story townhomes and limited staircases for certain projects.
- Streamline the production of affordable senior housing.
  - Encourage ADUs in accordance with the Housing Element.
- Clarify Policy Option C to acknowledge that seniors may also have disabilities: "Collaborate with private, nonprofit, faith-based and public community service organizations to offer support for caregivers of seniors and people with disabilities."

3. Example Draft Policy Incorporating GPAC Previous PC Feedback on Policy Approach

i. Implement universal design strategies, such as no steps entry and wider doorways and hallways, in new residential development.
ii. Become and remain an age-friendly city to accommodate various stages of life.
iii. Increase and strengthen the availability of existing services in coordination with senior service providers.

Transit-Oriented Communities/Mobility Hubs

1. Original GPAC Policy Options

Goal: *Make transit and other mode options a viable transportation option for the community.*

The General Plan could include all, none, or some of the following options:

A. Policy Option A: Implement Mobility Hubs to within a half-mile radius of the planned Valley Link Rail Stations at Isabel Avenue and Midtown.
B. Policy Option B: Partner with LAVTA/ACE and other service providers to improve the existing Downtown Transit Center to create a Mobility Hub that provides interconnectivity and seamless travel to and from Downtown.

2. GPAC Feedback

- Expand policy options from addressing traditional transit centers/ mobility hubs to include a range of other places including libraries, schools, parks, and other activity centers.
  - Consider keeping the language broad by using "any new emerging mobility center" or "a concentration of uses."

- Partner with local tourist-serving businesses to offer mobility/transit passes to visitors.

3. Example Draft Policy Incorporating GPAC Previous PC Feedback on Policy Approach

i. Bring public transit, bike share, car share, and other mode options together near activity centers , including, Civic Center Library, the National Laboratories, employment centers, Downtown and future Valley Link stations.

Bicycle and Scooter Sharing Programs

1. Original GPAC Policy Options

Goal: *Build and maintain a safe, connected, and equitable bicycle and micromobility network*.

The General Plan could include all, none, or some of the following options:

A. Policy Option A: Implement shared mobility options in a way that maximizes the benefits without adversely affecting the communities. This could include regulating the dockless vendors to store the bikes and scooters in an assigned location.
B. Policy Option B: Develop standardized regulations and infrastructure standards for micromobility operators to facilitate safety and streamlined implementation of these programs.
C. Policy Option C: Require micromobility devices to be equally distributed in the rights-of-way into economically disadvantaged areas, provide discounts or subsidies for low-income users based on income qualifications.
D. Policy Option D: Require shared mobility operators to implement pilot programs and demonstrate that the shared mobility service maximizes the benefits without adversely affecting the communities.
E. Policy Option E: Prohibit commercial shared micromobility services from the public right-of-way.

2. GPAC Feedback

- Include vehicle sharing in the policy options.
- Add a policy to support public scooter and bike charging stations and infrastructure.
- Balance between providing bicycle and scooter ride sharing with limiting area and location that the bikes and scooters are stored to prevent littering.
    - Limit bicycle rentals to Isabel and Midtown.
- Support for Policy Option E: Prohibit commercial shared micromobility services from the public right-of-way.

3. Example Draft Policy Incorporating GPAC and PC Feedback to Date

i. Shared micromobility services, such as shared bicycles, scooters, and other active transportation modes for public use must use the public right-of-way in an orderly and safe manner that limits disruptions from these devices.