LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
TUESDAY, SEPTEMBER 27, 2022

SPECIAL HYBRID MEETING – 7:00 PM

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

IN PERSON INFORMATION:
CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

TELECONFERENCE INFORMATION:
ZOOM WEBINAR:
https://us02web.zoom.us/j/87466146140

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 874 6614 6140

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

NOTICE IS HEREBY GIVEN that the City Council of the City of Livermore will convene a City Council special meeting on September 27, 2022, beginning at 7:00 pm, at the Civic Center Meeting Hall, 1016 S. Livermore Avenue, Livermore and virtually using Zoom. This special meeting is being called by Mayor Bob Woerner. /s/ Bob Woerner

Bob Woerner, Mayor
Regina Bonanno, Vice Mayor
Robert W Carling, Council Member
Brittni Kiick, Council Member
Trish Munro, Council Member

1. CLOSED SESSION - NONE.

2. CALL TO ORDER

ROLL CALL

Council Member Robert W. Carling
Council Member Brittni Kiick
Council Member Trish Munro
Vice Mayor Regina Bonanno
Mayor Bob Woerner

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Livermore Hero Award presented to Bilal Shahid.

Recommendation:
Staff recommends Mr. Bilal Shahid be recognized, declared a Livermore Hero, and presented a Livermore Hero Award by City Council on behalf of the Livermore community, for his heroic efforts which ultimately saved a life.

Staff Report
Attachments:
1. Proclamation

3.2 Proclamation proclaiming October 2022 Cybersecurity Awareness Month presented to City of Livermore Cybersecurity Manager Donald Hester.

Recommendation:
Staff recommends the City Council declare October 2022 Cybersecurity Awareness Month for the City of Livermore.

Staff Report
Attachments:
1. Proclamation

3.3 Commission for the Arts annual update presented by Chair Sabrina Ohnemus.

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

Staff Report

3.4 Confirmation of Advisory Body appointments to the Livermore Area Youth Advisory Commission, reappointment of members to the Alameda County Mosquito Abatement District and Tri-Valley Conservancy, and direct the City Clerk to administer the oath of office.

Recommendation:

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Livermore Area Youth Advisory Commission and direct the City Clerk to administer the oath of office. Staff recommends the City Council reappoint members to the Alameda County Mosquito Abatement District and the Tri-Valley Conservancy.

Staff Report

4. CITIZENS FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Citizens 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.
- To provide public comment virtually, please log into Zoom and use the 'raise hand' feature.
- 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.
- Citizens Forum will conclude after 30 minutes; however, if there are additional speakers, Citizens 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 if in person or use the 'raise hand' feature if participating using Zoom.

5.1 Approval of draft minutes - July 25, 2022 Regular Meeting.

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

Staff Report
Attachments:
1. 2022-07-25 Draft Minutes

5.2 **Introduction of an ordinance** amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2022 California Building Standards Code and the codes set forth therein

Recommendation:
Staff recommends the City Council waive the first reading and introduce an ordinance with an effective date of January 1, 2023:

1. Revising and amending Chapter 15.02 (Building Code), 15.04 (Property Maintenance Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.12 (Plumbing Code), 15.14 (Residential Code), and 15.26 (Green Building Standards Code) in The Livermore Municipal Code.

2. Adopting new Chapters 15.02 (Building Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.14 (Residential Code), and 15.26 (Green Building Standards Code) of the Livermore Municipal Code by adopting and amending the 2022 Editions of the California Building, Fire, Electrical, Mechanical, Plumbing, Residential, and Green Building Standards Codes.
3. Adopting new Chapter 15.04 (Property Maintenance Code) of the Livermore Municipal Code by adopting and amending the 2021 edition of the International Property Maintenance Code.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - Chapter 15.02 Building Code
3. Exhibit B - Chapter 15.04 Property Maintenance Code
4. Exhibit C- Chapter 15.06 Fire Code
5. Exhibit D - Chapter 15.08 Electrical Code
6. Exhibit E - Chapter 15.10 Mechanical Code
7. Exhibit F - Chapter 15.12 Plumbing Code
8. Exhibit G - Chapter 15.14 Residential Code
9. Exhibit H - Chapter 15.26 Green Code

5.3 Resolution authorizing execution of a Landscape Maintenance Agreement with Taylor Morrison, LLC, for landscape improvements located within North N Street right-of-way.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a Landscape Maintenance Agreement with Taylor Morrison, LLC for landscape improvements located within North N Street right-of-way. Tract Map 8358.

Staff Report
Attachments:
1. Vicinity Map
2. Resolution
3. Exhibit A - Landscape Maintenance Agreement

5.4 Resolution authorizing execution of an agreement with Savant Solutions Inc. for replacement of the City's computer network firewall hardware and support services in an amount not-to-exceed $275,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Savant Solutions Inc. for replacement of the City of Livermore's (the City) computer network firewall hardware and support services in an amount not-to-exceed $275,000.

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

5.5 Resolution awarding and authorizing execution of an agreement with Cazadoro Construction, for construction of the 2022 Stream Maintenance by Contractors Project 2022-23, which involves maintenance and flow conveyance improvements in the Arroyo Las Positas in Springtown, downstream of the Heather Lane culvert bridge, in an amount not-to-exceed $288,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Cazadoro Construction, in an amount not-to-exceed $288,000, for construction of the 2022 Stream Maintenance by Contractors Project 2022-23, which involves maintenance and flow conveyance improvements in the Arroyo Las Positas in Springtown, downstream of the Heather Lane culvert bridge.

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

5.6 Resolutions authorizing the City Manager to execute, on behalf of and for the Livermore-Pleasanton Fire Department Joint Powers Authority, two purchase orders with L.N. Curtis & Sons and Municipal Emergency Services Inc. for materials and supplies in support of the Livermore-Pleasanton Fire Department Joint Powers Authority's daily operations and fire academy support, each in an amount not-to-exceed $450,000.

Recommendation:
Staff recommends the City Council adopt two resolutions authorizing the City Manager to execute, on behalf of and for the Livermore-Pleasanton Fire Department Joint Powers Authority, two purchase orders with L.N. Curtis & Sons and Municipal Emergency Services Inc. for materials and supplies in support of the Livermore-Pleasanton Fire Department Joint Powers Authority's daily operations and fire academy support, each in an amount not-to-exceed $450,000 for FY 2022-23.

Staff Report
Attachments:
1. Resolution - L.N. Curtis
2. Resolution - MES Resolution

5.7 Resolution authorizing issuance of a Purchase Order with Jack Doheny Company for a replacement pipeline inspection truck in an amount not-to-exceed $514,795.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing issuance of a Purchase Order with Jack Doheny Company for a replacement Rapid View IBAK - Closed Circuit Tele-Vision (CCTV) Pipeline Inspection System on a 2022 Ford E450 Box Truck, in an amount not-to-exceed $514,795.

Staff Report

Attachments:
1. RapidView Sourcewell Contract 120721
2. Jack Doheny Company Quote
3. Resolution

5.8 Resolution authorizing the issuance of a purchase order with National Auto Fleet Group for eight replacement Ford Hybrid Police Utilities in an amount not-to-exceed $494,284.

Recommendation:
Staff recommends City Council adopt a resolution authorizing the issuance of a purchase order with National Auto Fleet Group for eight replacement Ford Hybrid Police Utilities in an amount not-to-exceed $494,284.

Staff Report
Attachments:
1. National Auto Fleet Group Sourcewell Contract
2. National Auto Fleet Group Quote
3. Resolution

5.9 Resolution authorizing the City Manager to approve the City's participation in East Bay Community Energy's Critical Municipal Facility Resilience Program to pursue installation of solar and battery systems at critical municipal facilities.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to approve the City's participation in East Bay Community Energy's Critical Municipal Facility Resilience Program to pursue installation of solar and battery systems at critical municipal facilities, and install these systems through a standard Power Purchase Agreement if the City of Livermore determines that the project portfolio is cost-effective and improves its service to the community.

Staff Report
Attachments:
1. Resolution

5.10 Resolution accepting the Livermore Downtown Inc. Annual Report for FY 2021-22, and authorizing the execution of an agreement with Livermore Downtown Inc., in the not-to-exceed amount of $90,000

Recommendation:
Staff recommends the City Council adopt a resolution accepting the Livermore Downtown Inc. Annual Report for FY 2021-22, and authorizing the execution of an agreement with Livermore Downtown Inc. for services provided to the city July 1, 2022 to June 30, 2023, in the not-to-exceed amount of $90,000.

Staff Report
Attachments:
1. Livermore Downtown Inc. Annual Report 21-22

2. Resolution
3. Exhibit A - Agreement with Livermore Downtown Inc.

6. PUBLIC HEARINGS - NONE.

7. MATTERS FOR CONSIDERATION

7.1 Discussion and direction regarding City participation in a community gun buyback program.

Recommendation:
Staff recommends that the City Council authorize the City's participation in a pilot gun buyback program.

Staff Report

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, October 10, 2022 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.
Staff Report
Attachments:
1. Supplemental Materials

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

Citizens 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. To submit a comment using Zoom, you may use the 'raise hand' feature when the item begins. 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. To submit a comment using Zoom, you may use the 'raise hand' feature as soon as the item begins.

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 in person, 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. To submit a comment using Zoom, you may use the 'raise hand' feature. 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

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

Zoom Webinar: https://us02web.zoom.us/j/87466146140
It is recommended residents use updated software to successfully join and participate in a meeting. Outdated versions may limit functionality and you may not be able to provide a public comment virtually. To download the most current version, visit zoom.us/download.

Zoom dial in phone number: 1 669 900 6833
Meeting ID: 874 6614 6140

If you would like to deliver written materials to the City Council as part of your public comments, and are commenting in person, please provide 10 copies to the City Clerk with your speaker card. If you are commenting using Zoom, the speaker must identify that intent in his or her comment and immediately email the materials to the City Clerk at cityclerk@LivermoreCA.gov.

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://cityoflivermore.net/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://cityoflivermore.net/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: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Livermore Hero Award presented to Bilal Shahid.

RECOMMENDED ACTION

Staff recommends Mr. Bilal Shahid be recognized, declared a Livermore Hero, and presented a Livermore Hero Award by City Council on behalf of the Livermore community, for his heroic efforts which ultimately saved a life.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Kelly Johnson
Administrative Assistant

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Livermore Hero

BILAL SHAID

September 27, 2022

***WHEREAS**, on April 3, 2022, Livermore resident, Bilal Shahid, was driving eastbound on Alden Lane when he saw a male lying on the sidewalk. Mr. Shahid, turned his vehicle around and stopped to check on William Kiyabu, who was unresponsive and had agonal breathing; and*

***WHEREAS**, as Mr. Shahid called 911, Mr. Kiyabu stopped breathing and no longer had a pulse. Although Mr. Shahid had never performed or been trained in CPR, he immediately began chest compressions with guidance from Public Safety Dispatcher, Shannon McGraw, of Alameda County Fire, who was on the call with him; and*

***WHEREAS**, the Livermore Pleasanton Fire Department arrived on scene and took over for Mr. Shahid who was performing "near perfect chest compressions." Mr. Kiyabu regained a pulse at Valley Care Hospital and was in stable condition; and*

***WHEREAS**, had it not been for Mr. Shahid's heroic actions and performance of CPR, Mr. Kiyabu would likely not have survived, as it was estimated he had suffered a medical emergency about ten minutes prior to being found;*

***NOW THEREFORE**, the Mayor and City Council of the City of Livermore recognizes the heroic efforts of Mr. Bilal Shahid which ultimately saved a life and, on behalf of the Livermore community, declares Mr. Bilal Shahid a Livermore Hero.*

Mayor Bob Woerner

Vice Mayor Gina Bonanno

Council Member Robert W. Carling

Council Member Brittni Kiick

Council Member Patricia K. Munro

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

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

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Proclamation proclaiming October 2022 Cybersecurity Awareness Month presented to City of Livermore Cybersecurity Manager Donald Hester.

RECOMMENDED ACTION

Staff recommends the City Council declare October 2022 Cybersecurity Awareness Month for the City of Livermore.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Donald Hester
Cybersecurity Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Recognizing

CYBERSECURITY AWARENESS MONTH

October 2022

WHEREAS, *individuals, businesses, nonprofits, government organizations, academic institutions, and the local economy has become increasingly reliant on information systems and technology to conduct business, engage in commerce, access information, communicate, and provide essential services; and*

WHEREAS, *maintaining the security of cyberspace is a shared responsibility in which we all have a critical role to play by making ourselves aware of cyber threats and cybersecurity essentials and adopt industry best practices that will improve the security of the City of Livermore, its residents, local businesses and economy; and*

WHEREAS, *Cybersecurity Awareness Month was launched by the National Cyber Security Alliance & the U.S. Department of Homeland Security in October 2004. The national cybersecurity public awareness campaign – STOP. THINK. CONNECT.™, is implemented through a coalition of private companies, non-profits, government organizations, and academic institutions, and is dedicated to increasing the public's understanding of cyber threats and empowering all Americans to better protect themselves from phishing, viruses, malware, financial loss, and loss of sensitive data; and*

WHEREAS, *the City of Livermore recognizes it has a vital role in identifying, protecting, and responding to cyber threats that may have a significant impact on our residents' collective security and privacy. The City has strengthened its cybersecurity investment, enhanced resilience across the organization, and is committed to promoting good cyber practices through guidance and resources for the people of Livermore; and*

NOW, THEREFORE, *the City Council of the City of Livermore, proclaims October 2022 as "Cybersecurity Awareness Month" and calls all employees, residents and visitors of Livermore to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.*

Mayor Bob Woerner

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Vice Mayor Gina Bonanno

Council Member Robert W. Carling

Council Member Brittni Kiick

Council Member Patricia K. Munro

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.3**

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Commission for the Arts annual update presented by Chair Sabrina Ohnemus.

RECOMMENDED ACTION

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

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Xochitl Ballesteros
Senior Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.4**

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Confirmation of Advisory Body appointments to the Livermore Area Youth Advisory Commission, reappointment of members to the Alameda County Mosquito Abatement District and Tri-Valley Conservancy, and direct the City Clerk to administer the oath of office.

RECOMMENDED ACTION

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Livermore Area Youth Advisory Commission and direct the City Clerk to administer the oath of office. Staff recommends the City Council reappoint members to the Alameda County Mosquito Abatement District and the Tri-Valley Conservancy.

SUMMARY

On September 6 and 7, 2022, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Livermore Area Youth Advisory Commission, and have submitted their recommendation for City Council consideration and appointment.

In addition, at the request of the Alameda County Mosquito Abatement District and the Tri-Valley Conservancy, the current City appointees to those boards are recommended for City Council consideration and reappointment.

DISCUSSION

On September 6 and 7, 2022, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Livermore Area Youth Advisory Commission and recommends confirmation of the following appointments:

Livermore Area Youth Advisory Commission (LAYAC)

Appointment of the following individuals to an unexpired term ending September 1, 2023

- Sai Gayathri Penugonda
- William Pinkston

Appointment of the following individuals to a regular term ending September 1, 2024

- Alexa Sumitra
- Ally Grant
- Isabel Roy
- Danielle Rasmussen

In addition, the current appointees to the Alameda County Mosquito Abatement District and the Tri-Valley Conservancy are eligible for reappointment and have confirmed that they would like to continue serving. These bodies are not city Brown Act bodies and their members can be reappointed by City Council. Both the Alameda County Mosquito Abatement District and the Tri-Valley Conservancy have requested the following members below be recommended for reappointment.

Alameda County Mosquito Abatement District
Reappointment to a regular term ending January 4, 2027

- Steven Cox

Tri-Valley Conservancy
Reappointment to a regular term ending January 1, 2027

- Scott Akin

Upon the City Council's confirmation of the appointments by motion, the City Clerk will administer the oath of office to new appointees.

FISCAL AND ADMINISTRATIVE IMPACTS

No material fiscal or administrative impacts result from confirmation of these appointments.

ATTACHMENTS

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Approval of draft minutes - July 25, 2022 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2022-07-25 Draft Minutes

Prepared by: Marie Weber
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JULY 25, 2022

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1. CLOSED SESSION - NONE

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor Bob Woerner at 7:00 pm, held via teleconference using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner and Council Members Robert W. Carling, Brittni Kiick and Trish Munro.

Vice Mayor Regina Bonanno was absent.

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring August 2022 as Muslim Appreciation and Awareness Month presented to Munir Sifi of the Islamic Center of Livermore.

Recommendation: Staff recommended the City Council declare August 2022 as Muslim Appreciation and Awareness Month.

Council Member Munro presented a proclamation to the Islamic Center of Livermore.

4. CITIZENS FORUM

Mayor Woerner opened the public comment period.

Vic Avila, provided comment.

Carol Silva, provided comment.

Darci Kent, provided comment.

Donna Cabanne, provided comment.

Deborah McQueen, provided comment.

David B. Kent, provided comment.

Lisa Tromovitch, provided comment.

Lori Souza, provided comment.

Laning Thompson, provided comment.

Jean King, provided comment.

Robin Growth-Hill, provided comment.

Alan Marling, provided comment.

Alan Burnham, provided comment.

Maryann Brent, provided comment.

Jackie Cota, provided comment.

Due to 30-minute time limit, the remaining requests to speak were heard later in the meeting before Agenda Item 8, Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff and Council Members.

5. CONSENT CALENDAR

Mayor Woerner opened the public comment period.

Asa Strout, provided comment.

Purnam Sheth, provided comment.

Karl Wente, provided comment.

Jackie Cota, provided comment.

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

ON THE MOTION OF CM MUNRO, SECONDED BY CM CARLING, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL

5.1 Approval of draft minutes - June 27, 2022 Regular Meeting.

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

5.2 **Introduce an Ordinance** and waive the first reading revising Municipal Code Chapter 1.28 related to the Conflict of Interest Code - Biennial Notice to

add/remove positions as appropriate.

Recommendation: Staff recommended the City Council accept the 2022 Local Agency Biennial Notice and waive the first reading and introduce an ordinance revising Municipal Code Chapter 1.28, Conflict of Interest Code, to add or remove positions to align with updates to the City's salary schedule.

5.3 Resolution 2022-126 authorizing execution of an agreement with Old Brit Consulting for general Information Technology (IT) consulting in an amount not-to-exceed $250,000.

Recommendation: Staff recommended the City Council adopt a resolution authorizing execution of an agreement with Old Brit Consulting for general IT consulting in an amount not-to-exceed $250,000.

5.4 Resolution 2022-127 authorizing execution of a Purchase Order with CDW Government LLC for the purchase of a CineMassive CineView Video Wall Display (commercial grade monitors) for the Police Department's Real-Time Awareness Center (Project No. 2019-58) in an amount not-to- exceed $231,930, and authorization for the City Manager to sign an agreement for maintenance services with Haivision MCS, LLC DBA CineMassive Displays, LLC in an amount not-to-exceed $53,628.

Recommendation: Staff recommended the City Council adopt a resolution authorizing execution of a Purchase Order with CDW Government LLC for a CineMassive CineView Video Wall Display (commercial grade monitors designed for 24/7 operations and a state-of-the-art user interface and video integration) for the Police Department's Real-Time Awareness Center (Project No. 2019-58) in an amount not-to-exceed $231,930, and authorization for the City Manager to sign an agreement for maintenance services with Haivision MCS, LLC DBA CineMassive Displays, LLC in an amount not-to-exceed $53,628.

5.5 Resolution 2022-128 authorizing issuance of a Purchase Order with Peterson Truck Inc. for a replacement Fleet Service Truck, for performing routine maintenance and emergency repairs to City vehicles in the field in the amount of $222,456 and a contingency in an additional amount not-to-exceed ten percent (10%).

Recommendation: Staff recommended the City Council adopt a resolution authorizing execution of a Purchase Order with Peterson Truck Inc. for a replacement Fleet Service Truck to be used to perform routine equipment and vehicle maintenance, along with emergency service work in the field in the amount of $222,456, and authorizing a contingency in an additional amount not-to-exceed ten percent (10%).

5.6 Resolution 2022-129 authorizing execution of a Purchase Order with Boise Mobile Equipment for two Type 6 Xtreme Fire Apparatus on the Dodge 5500 four-wheel drive, crew cab chassis, for wildland urban interface fire response in the amount of $609,836 and a contingency in an additional amount

not-to-exceed ten percent (10%).

Recommendation: Staff recommended the City Council adopt a resolution authorizing execution of a Purchase Order with Boise Mobile Equipment in the amount of $609,836 for two Type 6 Xtreme Fire Apparatus pumper trucks the Dodge 5500 four-wheel drive, crew cab chassis, for wildland urban interface fire response in the amount of $609,836 and authorizing a contingency in an additional amount not-to-exceed ten percent (10%).

5.7 Resolution 2022-130 authorizing a supplemental appropriation of $574,441 from the Traffic Impact Fee fund in FY 2022-23 to the Traffic Signal Installation Program, Project No. 2014-31 to reimburse Scannell Properties #339 LLC for their installation of new traffic signal improvements at the intersection of Mines Road and Technology Drive.

Recommendation: Staff recommended City Council adopt a resolution authorizing a supplemental appropriation of $574,441 from the Traffic Impact Fee fund (Fund 306) in FY 2022-23 to the Traffic Signal Installation Program, Project No. 2014-31 to reimburse Scannell Properties #339 LLC for their installation of new traffic signal improvements at the intersection of Mines Road and Technology Drive.

5.8 Resolution 2022-131 authorizing supplemental appropriations in the amounts of $9,980,000 and $3,327,000 to Fiscal Years 2023-24 through 2024-25, and awarding and authorizing execution of agreements with C. Overaa & Co. in an amount not-to-exceed $21,999,000, for construction, with Cannon Corporation in an amount not-to-exceed $112,900, for programming support, and an amendment with Carollo Engineers increasing the amount of the agreement by $2,381,660 to a total not-to-exceed amount of $4,910,499, for construction management and engineering services during construction, for rehabilitation and process improvements to the primary and secondary treatment processes at the City's Water Reclamation Plant (WRP), Project No. 2019-31.

Recommendation: Staff recommended the City Council adopt a resolution for the WRP Primary and Secondary Treatment Improvements, Project No. 2019-31:

1. Authorizing supplemental appropriations of $695,000 in Fund 239 (Water Resources Replacement) and $232,000 in Fund 241 (Sewer Connection Fees) from FY 2022-23 to FY 2023-24;
2. Authorizing supplemental appropriations of $6,969,000 in Fund 239 (Water Resources Replacement) and $2,323,000 in Fund 241 (Sewer Connection Fees) in FY 2023-24;
3. Authorizing supplemental appropriations of $2,316,000 in Fund 239 (Water Resources Replacement) and $772,000 in Fund 241 (Sewer Connection Fees) in FY 2024-25;
4. Awarding and authorizing execution of an agreement with C. Overaa & Co., in an amount not-to-exceed $21,999,000, for construction of the;
5. Authorizing execution of an agreement with Cannon Corporation, in an amount not-to- exceed $112,900, for programming support services during construction; and

6. Authorizing execution of a first amendment to the agreement with Carollo Engineers, increasing the amount of the agreement by $2,381,660 to a total not-to-exceed amount of $4,910,499, for additional construction management and engineering design services during construction.

5.9 Resolution 2022-132 to temporarily suspend the current Airport Development Policy and suspend consideration of certain development on airport property until a new Development Policy is created and approved.

Recommendation: Staff recommended that the City Council adopt a resolution to temporarily suspend the current Airport Development policy and Airport development to allow for creation and approval of a new Airport Development Policy.

5.10 Resolution 2022-133 authorizing execution of an agreement with Hinderliter, de Llamas and Associates, Inc., for business license tax and fee operations management and compliance services

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a two-year agreement with Hinderliter, de Llamas and Associates, Inc. for business license tax operations management and compliance services.

6. PUBLIC HEARINGS

6.1 Hearing to adopt a resolution approving the waiver and refund of $132,562 in penalties and interest related to delinquent special taxes levied in City of Livermore Community Facilities District No. 99-1 (Tri-Valley Technology Park) on property owned by the Livermore Valley Joint Unified School District.

Recommendation: Staff recommended that the City Council hold a public hearing and adopt a resolution:
1. Approving the waiver of $132,562 in penalties and interest paid by the Livermore Valley Joint Unified School District as a result of the late payment of special taxes levied by the City in City of Livermore Community Facilities District No. 99-1 (Tri-Valley Technology Park) on property owned by the Livermore Valley Joint Unified School District, and authorizing execution of necessary documents, certificates, and certain other related actions; and
2. Directing staff to issue a refund to the Livermore Valley Joint Unified School District for the $132,562 in penalties and interest after deducting the City's costs of administering the delinquencies and the waiver request, and to take other actions in order to accomplish the purposes of the resolution.

Administrative Services Director Tina Olson presented the staff report.

Mayor Woerner opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF CM KIICK, SECONDED BY CM MUNRO AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-134 approving the waiver and refund of penalties and interest related to delinquent special taxes levied in the City of Livermore Community Facilities District No. 99-1 (Tri-Valley Technology Park) on property owned by the Livermore Valley Joint Unified School District, and directing related actions.

6.2 Hearing to consider comments and protests relating to the disposition of City-owned property at 2324 Second Street (former SBC building) to Mr. Michael Messinger for the purposes of converting it from an office to restaurant use and a resolution approving the sale of the Property and authorizing the City Manager to execute the First Amendment to the Purchase and Sale Agreement with Michael Messinger to update the Schedule of Development.

Recommendation: Staff recommended the City Council hear comments and protests on the following actions to be considered by the City Council relating to the disposition of city-owned property at 2324 Second Street (former SBC building), APN 097-0110-013-11, and adopt a resolution authorizing the following:

1. Final action to approve the sale of the Property as set forth by Government Code sections 37422-37423; and
2. The City Manager to sign, on behalf of the City of Livermore, the First Amendment to the Purchase and Sale Agreement with Michael Messinger and all related documents necessary to effectuate the sale of the Property, subject to City Attorney form approval.

Housing Programs Manager Fran Reisner presented the staff report.

Mayor Woerner opened the public hearing.

Alan Burnham, provided comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF CM KIICK, SECONDED BY CM CARLING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION AND DIRECTED STAFF TO BRING THE ARCHITECTURAL DESIGN REVIEW TO THE PLANNING COMMISSION:

Resolution 2022-135 authorizing final action to dispose of property located at 2324 Second Street, and execution of a First Amendment to the Purchase and Sale Agreement with Michael Messinger.

6.3 Hearing to consider a request for Site Plan Design Review and Vesting Tentative Tract Map to develop the northeast corner of Portola

Avenue and Collier Canyon Road, which would implement the Isabel Neighborhood Specific Plan.

Recommendation: The Planning Commission and staff recommended the City Council:
1. Adopt a resolution finding that the project is exempt from the California Environmental Quality Act, under CEQA Guidelines Sections 15182 (c) and 15183;
2. Adopt a resolution approving Vesting Tentative Tract Map (VTTM) 8613 – Subdivision (SUB) 21-006, Site Plan Design Review (SPDR) 21-005; and Consistency Determination (CD) 22-001, together with the requested Density Bonus Waiver and incentive/concession, subject to the attached Conditions of Approval; and
3. Instruct staff to file a Notice of Exemption, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Associate Planner Jake Potter presented the staff report.

Mayor Woerner opened the public hearing.

Yolanda Meider, provided comment.

Jeff Kaskey, provided comment.

Matt Monterial, provided comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF CM CARLING, SECONDED BY CM MUNRO AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2022-136 finding that the Shea Portola Project is exempt from the provisions of the California Environmental Quality Act.

Resolution 2022-137 approving Vesting Tentative Tract Map (VTTM) 8613 – Subdivision (SUB) 21-006, Site Plan Design Review (SPDR) 21-005, and Consistency Determination (CD) 22-001 for the Shea Portola Project.

7. MATTERS FOR CONSIDERATION

7.1 Resolution authorizing the City Manager to purchase Renewable 100, which contains 100% renewable electricity from solar and wind sources in California, as the default electricity product for Livermore's Municipal East Bay Community Energy Accounts.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to purchase Renewable 100 as the default

electricity product for Livermore's municipal East Bay Community Energy accounts. The Renewable 100 product contains 100% renewable electricity from solar and wind sources in California.

Mayor Woerner recused himself from this item due to conflict of interest.

Council Member Munro was selected to be the temporary presiding officer during the Mayor's absence.

Senior Planner Tricia Pontau and Climate Action Plan Intern Sarah Ansell presented the staff report.

Council Member Munro opened the public comment period.

Alan Marling, provided comment.

Matt Monterial, provided comment.

Karl Wente, provided comment.

Ben Barrientos, provided comment.

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

ON THE MOTION OF CM KIICK, SECONDED BY CM MUNRO AND CARRIED ON A 3-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-138 authorizing the City Manager to purchase Renewable 100 as the default electricity product for the City of Livermore's municipal accounts with East Bay Community Energy.

Mayor Woerner rejoined the meeting.

The City Council recessed the meeting for a 10-minute break.

7.2 Resolution appropriating $25,000 from the Water Enterprise Fund for participation in the Pure Water Tri-Valley potable reuse demonstration project phase 2 public education and outreach efforts.

Recommendation: Staff recommended that the City Council adopt a resolution appropriating $25,000 from the Water Enterprise Fund in Fiscal Year 2022-23 for participation in the Pure Water Tri-Valley potable reuse demonstration project phase 2 public education and outreach efforts.

Water Resources Division Manager Anthony Smith presented the staff report.

Mayor Woerner opened the public comment period.

Karl Wente, provided comment.

Dan McIntyre, Dublin San Ramon Services District General Manager, provided comment.

Ben Barrientos, provided comment.

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

ON THE MOTION OF CM KIICK, SECONDED BY CM MUNRO, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-139 appropriating $25,000 in Water Enterprise funds for participation in the Pure Water Tri-Valley potable reuse demonstration project phase 2 public outreach and education efforts.

7.3 Resolution calling for and giving notice of the holding of a general municipal election for the submittal of an initiative entitled: "South Livermore Sewer Extension Project" to the voters of the City of Livermore and consolidating that election with the General Municipal Election to be held Tuesday, November 8, 2022.

Recommendation: Staff recommended the City Council do the following:
1. Adopt the resolution consolidating the City Council initiative with the November 8, 2022 General Municipal Election and requesting services from Alameda County Registrar of Voters;
2. Consider appointing a subcommittee to prepare a ballot argument and rebuttal argument, or defer argument in favor of the measure to the Tri-Valley Conservancy as a bona fide proponent for the measure; and
3. Direct the City Clerk to transmit a copy of the measure to the City Attorney to prepare an impartial analysis of the measure.

City Clerk Marie Weber presented the staff report.

Mayor Woerner opened the public comment period.

Lori Souza, Tri-Valley Conservancy, provided comment.

Asa Strout, provided comment.

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

ON THE MOTION OF CM CARLING, SECONDED BY M WOERNER AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION AND DEFERRED ARGUMENT AND REBUTTAL ARGUMENT IN FAVOR OF THE MEASURE TO THE TRI-VALLEY CONSERVANCY:

Resolution 2022-140 calling for and giving notice of the holding of a General Municipal Election for the submittal of the South Livermore Urban Growth Boundary Initiative to the voters of the City of Livermore and consolidating that election with the General Municipal Election on November 8, 2022.

ITEM 4 CITIZENS FORUM REOPENED

At this time, the Mayor reopened Agenda Item 4, Citizens Forum, to hear the remaining requests to speak.

City Attorney Jason Alcala provided information regarding petition and referendum law.

Doug Mann, provided comment.

Yolanda Fintschenko, provided comment.

Jeff Kaskey, provided comment.

Matt Monterial, provided comment.

Rick Nordyke, provided comment.

Jim Hutchins, provided comment.

Nancy Mulligan, provided comment.

Carol, provided comment.

Asa Strout, provided comment.

Mony Nop, provided comment.

Greg Scott, provided comment.

Veronica Stewart Long, provided comment.

Karl Wente, provided 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.

City Council directed staff to investigate the P Street underpass and

provide findings back to the City Council.

9. ADJOURNMENT – at 10:23 pm in memory of Barbara Savoy to a Regular City Council meeting on Monday, September 12, 2022 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
BOB WOERNER, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: **Introduction of an ordinance** amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2022 California Building Standards Code and the codes set forth therein

RECOMMENDED ACTION

Staff recommends the City Council waive the first reading and introduce an ordinance with an effective date of January 1, 2023:

1. Revising and amending Chapter 15.02 (Building Code), 15.04 (Property Maintenance Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.12 (Plumbing Code), 15.14 (Residential Code), and 15.26 (Green Building Standards Code) in The Livermore Municipal Code.
2. Adopting new Chapters 15.02 (Building Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.14 (Residential Code), and 15.26 (Green Building Standards Code) of the Livermore Municipal Code by adopting and amending the 2022 Editions of the California Building, Fire, Electrical, Mechanical, Plumbing, Residential, and Green Building Standards Codes.
3. Adopting new Chapter 15.04 (Property Maintenance Code) of the Livermore Municipal Code by adopting and amending the 2021 edition of the International Property Maintenance Code.

SUMMARY

State law mandates all local jurisdictions enforce the California State Building Standards (Title 24 of the California Code of Regulations) in the construction and maintenance of all buildings and structures. These standards include provisions of the nationally recognized model Building, Fire, Electrical, Mechanical and Plumbing Codes. These standards are updated on a tri-annual basis. The City currently enforces the 2019 California Building Standards Code. The State recently published the 2022 version of the Codes; per State law, local jurisdictions must enforce these codes with an effective date of January 1, 2023. Local amendments are permitted if they are no less restrictive than the State Code and are

determined to be reasonably necessary in order to meet local climatic, geological, topographical, and environmental conditions.

This proposed ordinance amends and revises the old codes and amends and adopts the new 2022 California Building Standards Code. In addition, staff has identified a few minor administrative amendments within the Building, Fire, and Residential codes that help to clarify the intent of pertinent code sections. These minor amendments are consistent with amendments made in previous code adoptions.

DISCUSSION

Under State law, various State agencies have statutory authority to develop building standards, also known as building codes. These standards are updated every three years and are adopted into Title 24 of the California Code of Regulations through the California Building Standards Commission. The California Building Standards are based primarily on model codes developed by national code development organizations known as the International Code Council (Building, Fire, Residential and Property Maintenance Codes), the National Fire Protection Association (Electrical Code), and the International Association of Plumbing and Mechanical Officials (Plumbing and Mechanical Codes). The one exception to this is the Green Building Standards Code, which is developed in its entirety by the State.

As with the State Building standards, the model codes are also updated every three years. Both the model codes and state standards are developed with extensive local government input. Livermore participates in these efforts by providing testimony on behalf of the city, region and state during national model code hearings. The City also represents local government through participation on statewide seismic design, disabled access, and code advisory committees.

Livermore is a founding member city of the Tri-Chapter Uniform Code Adoption committee, a committee comprised of Bay Area cities, whose goal is to promote regional consistency in the local amendment process. These efforts have helped to maintain regional consistency, promoting user-friendly and easily understood construction codes throughout the Bay Area.

In addition, local jurisdictions can adopt code amendments that establish requirements above the minimum State building code requirements. These amendments are called “reach codes” and must be filed with and approved by the California Building Standards Commission (CBSC). A jurisdiction can adopt a reach code at any time; however, the most streamlined approach is to adopt the reach code concurrently with the new state building code.

Reach codes are effective and flexible tools to achieve local energy and climate policy objectives. Over 50 local jurisdictions in California adopted amendments to the 2019 Building Standards Code (2019 Code) related to energy-efficiency, building electrification, electric vehicle (EV) charging infrastructure, and solar photovoltaics. These reach codes are intended to reduce energy costs and greenhouse gas emissions, improve indoor and outdoor air quality, and expand clean and renewable energy.

Livermore’s Draft Climate Action Plan (CAP) calls for the City to adopt reach codes for all-electric buildings and electric vehicle charging in new construction. Conversations with the community during outreach for the CAP revealed overall support for these requirements in new construction. The community expressed concern about applying these requirements to additions or renovations in existing

buildings due to costly upgrades that may be required, particularly in older homes with limited electrical capacity. Requiring new construction to be all-electric and to install electrical infrastructure for EV charging upfront is a more cost-effective approach.

Reach codes for the 2019 Code amended the Energy Code (Title 24, Part 6), which required review and approval by the California Energy Commission (CEC) in addition to the CBSC. For the 2022 Building Standards Code (2022 Code), local jurisdictions have been directed to include all-electric construction and EV charging reach codes in the Green Building Standards Code also known as CALGreen Code (Title 24, Part 11). Amendments to the CALGreen Code do not require CEC review.

To further expand on the proposed Reach Code, the following sections outline proposed amendments to the 2022 CALGreen Code to require new buildings in Livermore to be all-electric and to install additional electric vehicle charging infrastructure. The reach codes do not apply to renovations or additions to existing buildings, including accessory dwelling units (ADUs) that are constructed on a lot with an existing residence. The reach codes amend the following sections of the 2022 CALGreen Code:

Chapter 2 - Definitions; Section 202 Definitions
Chapter 4 - Residential Mandatory Measures; Section 4.106 Site Development
Chapter 5 - Nonresidential Mandatory Measures; Section 5.106 Site Development

The amendments were prepared based on recommendations from the City Council Climate Change Subcommittee, Rincon Consultants, and East Bay Community Energy. They were also prepared in coordination with the Cities of Pleasanton and Dublin, which plan to adopt similar reach codes. If approved by the City Council, staff will submit the proposed amendments to the CBSC for review. If the CBSC approves the amendments, the requirements would take effect with the 2022 Code on January 1, 2023.

All-Electric Buildings in New Construction

All-electric buildings improve indoor and outdoor air quality and reduce greenhouse gas emissions when electricity is sourced from carbon-free and renewable energy. In most cases, all-electric construction is cheaper than construction with natural gas because it eliminates the need to install natural gas infrastructure. The all-electric reach code would require most new buildings in Livermore to be constructed without natural gas or other fossil fuels. The reach code requirements would not apply to renovations or additions to existing buildings.

An all-electric building is defined as:

A building that contains no combustion equipment or plumbing for combustion equipment serving space heating (including fireplaces), water heating (including pools and spas), cooking appliances (including barbeques), and clothes drying, within the building or building property lines, and instead use electric heating appliances for service.

Minimizing exceptions to the requirements is important to prevent expensive expansion of natural gas lines that serve only a few end users and to maximize the public health and environmental benefits of all-electric buildings. However, the reach code includes exceptions in the following cases:

- Multifamily residential projects that received entitlements before the effective date of the code and

have water heating systems serving multiple units.
- Accessory Dwelling Units (ADUs) that are constructed on a parcel with an existing residence that utilizes fuel gas.
- Commercial kitchens with a business-related need to cook with combustion equipment.
- Laboratories with a business, research, or educational-related need to use combustion equipment.
- Hotels and motels with 80 or more guestrooms may utilize fuel gas in on-site commercial clothes drying equipment.
- Projects that can demonstrate that it is infeasible to construct all-electric according to the California Energy Code or Building Energy Efficiency Standards.

All buildings that are granted an exception must meet requirements for combustion equipment, including having the pre-wiring and physical space needed to accommodate a future transition to all-electric. Overall, this reach code will reduce construction costs, minimize natural gas usage, and open a pathway to utilizing 100% renewable energy in new construction.

Electric Vehicle Charging Infrastructure in New Construction

Electric vehicle charging infrastructure at homes, workplaces, and commercial centers is necessary to support a transition from combustion to electric vehicles. The proposed reach code for EV charging establishes more ambitious requirements for EV charging infrastructure in new construction compared to the 2022 CALGreen Code. The reach code requirements would not apply to renovations or additions to existing buildings. Electric vehicle charging readiness requirements generally fall into three categories:

1. EV Charging Station (EVCS): An EV charger installed at a parking space, such that an EV can charge without additional equipment.
2. EV Ready Space: A parking space that has the power supply and associated outlet to readily plug in an EV charger and a vehicle can charge.
3. EV Capable Space: A parking space with electrical conduit installed and adequate capacity in the building's electrical panel and transformers to serve a future EV charger. Electrical work to complete the circuit and/or increase the gauge of upstream wiring would be required to accommodate an EV charger.

Additionally, EV charging speed is generally summarized into three categories:
- Level 1: Includes a 110/120V, 20-amp circuit. This is equivalent to a standard home outlet that would charge an electric vehicle approximately 3-4 miles per charging hour.
- Level 2: Includes a 208/240V, 40-amp circuit. This service capacity is typically used for larger appliance loads in homes and would charge an electric vehicle approximately 10-20 miles per charging hour.
- Level 3: A minimum of 480V, 100-amp circuit. This level is used for Tesla Superchargers and other Direct Current Fast Chargers. An electric vehicle can charge 150+ miles per charging hour at this level.

The 2022 CALGreen Code includes the following requirements for EV charging infrastructure in new construction:

- New one- and two-family dwellings and townhouses with attached private garages:
    - One Level 2 EV capable space
- Multi-family dwellings and hotels with less than 20 units:

    - 25% Level 2 EV ready spaces
    - 10% Level 2 EV capable spaces
- Multi-family dwellings and hotels with more than 20 units:
    - 5% Level 2 EV charging stations
    - 25% Level 2 EV ready spaces
    - 10% Level 2 EV capable spaces
- Non-residential uses:
    - 5% Level 2 EV charging stations
    - 15% Level 2 EV capable spaces

While California's new minimum requirements are a step forward, it is unlikely that the requirements for multi-family dwellings and non-residential buildings are enough to keep pace with expected electric vehicle growth looking towards 2030. The proposed reach code allows Livermore to prepare for a higher volume of electric vehicles in the future. The amendments include the following requirements for EV charging in new construction:

- One- and two-family dwellings and townhouses with attached private garages:
    - Two Level 2 EV Ready spaces
- Multi-family dwellings:
    - 15% Level 2 EV Charging Stations
    - 85% Level 2 EV Ready spaces
- Non-residential uses:
    - Offices
        - 20% Level 2 EV Charging Stations
        - 30% Level 2 EV Capable spaces
    - Hotels:
        - 5% Level 2 EV Charging Stations
        - 25% Level 2 EV Ready spaces
        - 10% Level 2 EV Capable spaces
    - All other:
        - 10% Level 2 EV Charging Stations
        - 10% Level 2 EV Capable spaces

Similar to the all-electric reach code, the EV charging reach code grants exceptions in certain cases, including:

- Where local utility power supply is inadequate
- If construction costs would increase by an average of:
    - $400 per parking space for affordable housing and non-profit organizations serving low-income and underserved communities; or
    - $4,500 per parking space for all other uses
- Accessory Dwelling Units
- Multifamily residential projects that received entitlements before the effective date of the code
- Spaces in automated mechanical car parking systems

Ensuring that newly constructed residential and non-residential parking has ample EV charging capability will reduce long-term retrofit costs of EV infrastructure installation, while supporting EV adoption and

decreasing transportation-related greenhouse gas emissions.

Each of these efforts contribute to a set of construction codes that remain current with evolving industry practice, ensuring broad stakeholder input, building safety, construction consistency, protection of the environment, and economic vitality. The latest codes, as adopted by the State and proposed amendments have been updated to better reflect current technology and standards for construction, including seismic safety, fire protection, environmental protection, and maintenance of buildings.

FISCAL AND ADMINSTRATIVE IMPACTS

None.

ATTACHMENTS

1. Ordinance
2. Exhibit A - Chapter 15.02 Building Code
3. Exhibit B - Chapter 15.04 Property Maintenance Code
4. Exhibit C- Chapter 15.06 Fire Code
5. Exhibit D - Chapter 15.08 Electrical Code
6. Exhibit E - Chapter 15.10 Mechanical Code
7. Exhibit F - Chapter 15.12 Plumbing Code
8. Exhibit G - Chapter 15.14 Residential Code
9. Exhibit H - Chapter 15.26 Green Code

Prepared by: Franc Moufarrej
Acting Building Official

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE REVISING AND AMENDING CHAPTERS 15.02 *BUILDING CODE*, 15.04 *PROPERTY MAINTENANCE CODE,* 15.06 *FIRE CODE,* 15.08 *ELECTRICAL CODE,* 15.10 *MECHANICAL CODE*, 15.12 *PLUMBING CODE*, 15.14 *RESIDENTIAL CODE*, AND 15.26 *GREEN BUILDING STANDARDS CODE* IN THE LIVERMORE MUNICIPAL CODE, AND ADOPTING BY REFERENCE AND AMENDING BASED UPON LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHICAL CONDITIONS, THE 2022 CALIFORNIA BUILDING STANDARDS CODE SET FORTH IN TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS AND THE FOLLOWING CODES ADOPTED THEREIN - THE 2021 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE UNIFORM PLUMBING CODE, THE UNIFORM MECHANICAL CODE, THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE, AND THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

Health and Safety Code Sections 17958 and 17958.5 allow the City of Livermore ("City"), by ordinance, to make modifications or changes to the State Building Standards Code and other regulations adopted pursuant to Health and Safety Code Section 17922.

Health and Safety Code Section 17958.5 requires that such changes be determined to be reasonably necessary because of local climatic, geological, or topographical conditions.

Health and Safety Code Section 17958.7 requires that the city, before making any modifications or changes pursuant to Health and Safety Code Sections 17958 and 17958.5, make an express finding that each such modification or change is needed.

Such findings must be made available as a public record and a copy thereof with each such modification or change shall be filed with the California Building Standards Commission.

The City Council hereby determines that the proposed ordinance establishes requirements greater than those set forth in the 2022 edition of the California Building Standards Code codified in Title 24 of the California Code of Regulations, as adopted by the City of Livermore and set forth in chapters 15.02 *Building Code*, 15.04 *Property Maintenance Code*, 15.06 *Fire Code*, 15.08 *Electrical Code*, 15.10 *Mechanical Code*, 15.12 *Plumbing Code*, 15.14 *Residential Code*, 15.26 *Green Building Code* in the Livermore Municipal Code.

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

Section 1. *Findings*. Amendments of the 2021 International Building Code, the 2021 International Fire Code, the 2021 Uniform Plumbing Code, the 2021 International Residential Code and the 2022 California Green Building Standards Code are necessary to serve the public interest by reducing the risk to life and property of the citizens of Livermore because of the following conditions:

1. Average yearly rainfall for the City is approximately 16"-18". This rainfall normally occurs from October to April. During the summer months, there is generally no measurable precipitation. Temperatures for this dry period average from 80□ to 100□ Fahrenheit and are frequently accompanied by light to gusty westerly winds. The City is surrounded by 2300 acres of grasslands, which, in conjunction with the dry and windy climatic conditions, create a hazardous situation that has led to extensive grass and brush fires in recent years. With more development extending from the urban core into this grass covered areas, wind driven fires could lead to severe consequences, as has been the case on several occasions in similar areas of the State. Therefore, additions to the Livermore Building and Fire Codes are necessary.

2. Uniquely for a city of its size, the City is bisected by several topographical features, including two major creeks (Arroyo Las Positas and Arroyo Mocho), one railroad line (Union Pacific) and Interstate, 580. As a result, the City is divided into discrete districts, such as the Springtown area north of the freeway and the residential area southwest of the Arroyo Mocho. Traffic between these districts is channeled into several major thoroughfares which must cross the creeks, railroad tracks, and freeway, by means of bridges, overpasses or underpasses. Heavy traffic congestion on the City's major streets already act as a barrier to timely responses for fire equipment and emergency services. In the event of an accident or other emergency at one of the key points of intersection between a road and creek, or freeway, sections of the City could become isolated, or response time could be sufficiently slowed so as to increase the risk of substantial injury or damage. For example, a routine accident at Holmes Street bridge or First Street overpass would greatly reduce response times to the northeastern or southwestern portions of the City. With the inability of emergency services to guarantee rapid response to various sections of the City, it is necessary to mitigate this problem by requiring additional built-in automatic fire protection systems, which will provide for early detection and initial fire control until the arrival of the firefighting equipment and other emergency services.

The Livermore Valley is subject to ground tremors from large seismic events on the San Andreas, Hayward and Calaveras faults, the major active faults in the San

Francisco Bay Area. In the Valley itself, and adjacent to the City of Livermore, is the active Greenville Fault. The largest recorded earthquake in this immediate area occurred on the San Andreas Fault on October 17, 1989, a 7.1 magnitude. The area also had a sequence of earthquakes on the Greenville Fault in January and February of 1980; these earthquakes had a magnitude of from 5.5 to 5.9 on the Richter Scale. The Mount Diablo thrust fault is also a potentially active fault in the northern end of the valley. Several smaller faults in or around the City include the Las Positas Fault, the Tesla Fault and the Livermore Fault. The U.S. Geological Survey (USGS) has identified a 70% probability of a major earthquake occurring in the region within the next 30 years. Recent earthquake damage studies, including the 1994 Northridge earthquake, have indicated the lack of adequate design and detailing as a contributing factor to damages that reduced the protection of the life-safety of building occupants.

The potential for earthquakes influences fire protection planning in several ways. First, a major seismic event would create a city-wide demand on fire protection service which would be beyond the response capacity of the fire department. This potential problem can be mitigated by requiring initial fire control through the installation of automatic fire protection systems.

In addition, the City is adjacent to the Lawrence Livermore National Laboratory and Sandia Laboratory; two facilities engaged in nuclear, energy and scientific research. Because of the presence at both sites of radioactive and other hazardous materials, the fire department's energy in the wake of an earthquake would have to be focused on stabilizing any problems at these facilities.

This also supports the need for other structures in the City to be capable of at least initial fire suppression capacity. Finally, as demonstrated above, structural damage to the overpass or bridges connecting the City's various areas would seriously delay emergency vehicle access to these areas.

Livermore is located in the Livermore Valley, which has local topographical conditions affecting air quality. The Livermore Valley is a sheltered inland valley near the eastern border of the Bay Area. The western side of the valley is bordered by hills of 1,000 to 1,500 feet in elevation with two gaps connecting the valley to the central Bay area, the Hayward Pass, and Niles Canyon. The eastern side of the valley is also bordered by hills of 1,000 to 1,500 feet in elevation with one major passage to the San Joaquin Valley at the Altamont Pass, and several secondary passages. To the north lies the Black Hills and Mt. Diablo. A northwest to southeast channel connects the Diablo Valley to the Livermore Valley. The south side of the Livermore Valley is bordered by mountains approximately 3,000 to 3,500 feet high. Maximum summer temperatures in the Livermore Valley range from the high-80s to the

low-90s, with extremes in the 100s. Winter maximum temperatures range from the high-50s to the low-60s, while minimum temperatures range from the mid-to-high 30s, with extremes in the high teens and low-20s.

The Livermore Valley does have violations of federal and state air quality standards based on these local topographical conditions, as well as local climatic. These local topographical and climatic conditions, combined with the local environmental condition as set forth in the Climate Change Element of the Livermore General Plan (2009), adopted herein by this reference, are the basis for the amendments to the California Building Standards Code. These conditions contribute to the Bay Area's status as a "nonattainment area" under the federal Clean Air Act for ozone and particulate matter and therefore, these air quality considerations require additional Green Building measures to amend chapters 2, 4, and 5 of the 2022 Green Building Standards Code (CAL Green) and adopt additional measures "Reach Codes" for electrification and Electric Vehicle charging as applicable, to improve indoor air quality, reduce energy usage, decrease greenhouse gas emissions, and expand clean and renewable energy.

3. Section 609.3 of the 2021 Uniform Plumbing Code is amended to prohibit the installation of water distribution piping under concrete floor slabs within buildings, due to the corrosive nature (on this piping) of the soil within various areas of the City.

For the above reasons, taken individually and cumulatively, the City Council of the City of Livermore finds that there are building and fire hazards, as well as environmental considerations, peculiar to Livermore that require the increased fire protection, structural design, and green building standards set forth in this ordinance.

Section 2. *Adoption by Reference and Amendments*. The 2022 California Building Standards Code set forth in Title 24 of the California Code of Regulations, and the following codes adopted therein – the 2021 editions of the International Building Code, the International Fire Code, the International Property Maintenance Code, the International Residential Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the 2020 edition of the National Electrical Code, and the 2022 California Green Building Code, and amendments thereto set forth in the following chapters of the Livermore Municipal Code that are revised and amended to read as set forth in the corresponding exhibits attached hereto:

Exhibit A: Chapter 15.02, Building Code
Exhibit B: Chapter 15.04, Property Maintenance Code
Exhibit C: Chapter 15.06, Fire Code
Exhibit D: Chapter 15.08, Electrical Code
Exhibit E: Chapter 15.10, Mechanical Code
Exhibit F: Chapter 15.12, Plumbing Code
Exhibit G: Chapter 15.14, Residential Code
Exhibit H: Chapter 15.26, Green Building Standards Code

Section 3. *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 4. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 5. *Publication*. This ordinance, or a comprehensive summary thereof, shall be published once in a newspaper of general circulation in the City of Livermore within 15 days after its adoption and shall take effect and be in force thirty days after its adoption.

Section 6. *Effective Date*. This ordinance shall take effect 30 days after its adoption, but the revised and amended codes will not take effect for enforcement until 12:01 a.m. on January 1, 2023, when the 2022 California Building Standards Code becomes effective. Until that date and time, the chapters amended and revised by this ordinance will remain in full force and effect for enforcement.

The foregoing ordinance was introduced and its reading waived at the regular meeting of the City Council of the City of Livermore held on September 27, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

The foregoing ordinance was adopted and its reading waived at the regular meeting of the City Council held on _____, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Bob Woerner
Mayor, City of Livermore

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Chapter 15.02
BUILDING CODE

Sections:

15.02.010 Title for Citation.
15.02.020 Documents adopted by reference.
15.02.030 Amendments to International Building Code.
15.02.040 CBC Chapter 1, Division II, Title Block amended – Title block.
15.02.050 CBC Chapter 1, Division II, Section 101 amended – General.
15.02.060 CBC Chapter 1, Division II, Section 103 amended – Building and Safety.
15.02.070 CBC Chapter 1, Division II, Section 105.2 amended – Work exempt from permit.
15.02.080 CBC Chapter 1, Division II, Section 106 amended – Floor and Roof Design Loads.
15.02.090 CBC Chapter 1, Division II, Section 109 amended – Fees.
15.02.100 CBC Chapter 1, Division II, Section 110.3.6 amended – Lath and gypsum board inspections.
15.02.110 CBC Chapter 1, Division II, Section 110.3.9 amended – Energy efficiency inspections.
15.02.120 CBC Sections 903 and 904 amended – Fire Protection Systems.
15.02.130 CBC Section 1505.1 amended – Fire Classification, Roof coverings.
15.02.150 CBC Section 1705.3 amended – Concrete Construction, exception 1.
15.02.160 CBC Section 1905.1.7 amended - ACI 318, Section 14.1.4
15.02.170 Residential building permits issuance limitations.

15.02.010 Title for citation.

This chapter shall be known as the "Building Code," may be cited as such and will be referred to in this chapter as "this code."

15.02.020 Documents adopted by reference.

The International Building Code, 2021 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Code Council is hereby adopted, together with Chapter 1 Division II, Scope and Administration and Appendices Chapters C and J, except as set forth in this chapter.

15.02.030 Amendments to International Building Code.

The International Building Code (IBC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2022 California Building Code.

15.02.040 CBC Chapter 1, Division II Scope and Administration amended – Title block.

CBC Chapter 1, Division II, Title block shall be amended to read:
15.02.040 CBC Chapter 1, Division II Title Block shall be amended to read:

CHAPTER 1, DIVISION II

LIVERMORE BUILDING CODE ADMINISTRATIVE PROVISIONS

15.02.050 CBC Chapter 1, Division II, Section 101 amended – General.

CBC Chapter 1, Division II, Section 101 is amended to read:

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the Livermore Building Code, hereinafter referred to as “this code.”

101.2 Scope.
The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

> Exception: Detached one-and two-family dwellings and multiple single-family dwelling (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than 3 stories above grade plane in height, shall comply with this code or the California Residential Code.

> 101.2.1 Appendices.
> Provisions in the appendices shall not apply unless specifically adopted.

101.3 Purpose.
The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.4 Referenced codes.
The other codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas.
The provisions of the Livermore Plumbing Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical.
The provisions of the Livermore Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing.
The provisions of the Livermore Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the Livermore Plumbing Code shall apply to private sewage disposal systems.

101.4.4 Property maintenance.
The provisions of the Livermore Property Maintenance and Building Codes shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention.
The provisions of the Livermore Fire Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy.
The provisions of the California Energy Code, Title 24, Part 6 shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings.
The provisions of the Livermore Existing Building Code shall apply to all matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

15.02.060 CBC Chapter 1, Division II, Section 103 amended – Building and Safety.

CBC Chapter 1, Division II, Section 103 is amended to read:

SECTION 103
BUILDING AND SAFETY DIVISION

103.1 Creation of enforcement agency.
The Building and Safety Division is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of this code.

103.2 Appointment.
The building official shall be appointed by the city manager.

103.3 Deputies.
In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

15.02.070 CBC Chapter 1, Division II, Section 105.2 amended – Work exempt from permit.

CBC Chapter 1, Division II, Section 105.2 is amended to read:

Delete all reference to Electrical, Gas, Mechanical, and Plumbing repairs, appliances and fixtures. These items are addressed in the Livermore Electrical, Mechanical and Plumbing Codes.

15.02.080 CBC Chapter 1, Division II, Section 106 amended – Floor and Roof Design Loads.

CBC Chapter 1, Division II, Section 106 is deleted.

15.02.090 CBC Chapter 1, Division II, Section 109 amended – Fees.

CBC Chapter 1, Division II, Section 109 is amended to read:

Fees are to be set by resolution of the Livermore City Council.

All permit fees, development fees and other city fees, including, but not limited to, the tax on construction and traffic impact fees, may be waived for any permit issued for the repair of any structure as required by Chapter 15.64 (Unreinforced Masonry Building Hazard Reduction Program). Fees may be waived for reconstruction of any building removed in accordance with Chapter 15.64 when such building is replaced to replicate the structure to be removed.

15.02.100 CBC Chapter 1, Division II, Section 110.3.6 amended – Lath and gypsum board inspections.

CBC Chapter 1, Division II, Section 110.3.6 is amended to read:

110.3.6 Lath and gypsum board inspection.

The Exception is deleted.

15.02.110 CBC Chapter 1, Division II, Section 110.3.9 amended – Energy efficiency inspections.

CBC Chapter 1, Division II, Section 110.3.9 is amended to read:

110.3.9 Energy efficiency inspections.
Inspections shall be made to determine compliance with Title 24, Part 6 and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

15.02.120 CBC Sections 903 and 904 amended – Fire Protection Systems.

Sections 903 and 904 are amended as amended in sections 903 and 904 of the Livermore Fire Code (LMC Chapter 15.06).

15.02.130 CBC Section 1505.1 amended - Fire Classification, Roof coverings.

Section 1505.1 is amended by adding the following paragraph:

Roof covering shall be fire retardant minimum Class B or higher for all building regardless of type of construction.

15.02.150 CBC Section 1705.3 amended – Concrete Construction, exception 1.
Section 1705.3, exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2Mpa).

15.02.160 CBC Section 1905.1.7 amended - ACI 318, Section 14.1.4

Section 1905.1.7 is amended to read:

1905.1.7 ACI 318, Section 14.1.4. Delete ACI Section 14.1.4 and replace with the following:

14.1.4 Plain concrete in structures assigned to seismic design category C, D, E or F.

14.1.4.1 Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

(a) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

Exception: In detached one and two-family dwellings three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.

(b) Plain concrete footing supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

Exception: In detached one and two-family dwellings three stores or less in height and constructed with stud bearing walls, plain concrete footings–with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross –sectional area of the footing.

15.02.170 Residential building permits issuance limitations.

The following language is inserted in accordance with the provisions of a voter-approved initiative ordinance, dated April 11, 1972.

A. The people of the city find and declare that it is in the best interest of the city, in order to protect the health, safety, and general welfare of the citizens of the city, to control residential building permits in the said city. Residential building permits include single-family residential, multiple residential, and trailer court building permits within the meaning of this code. Additionally, it is the purpose of this initiative measure to contribute to the solution of air pollution in the city.

B. The specific reasons for the proposed petition are that the undersigned believe that the resulting impact from issuing residential building permits at the current rate results in the following problems mentioned below. Therefore, no further residential building permits are to be issued by the said city until satisfactory solutions, as determined in the standards set forth, exist to all the following problems:

1. Educational facilities. No double sessions in the schools or overcrowded classrooms as determined by the California Education Code.
2. Sewage. The sewage treatment facilities and capacities meet the standards set by the Regional Water Quality Control Board; and
3. Water supply. No rationing of water with respect to human consumption or irrigation and adequate water reserves for fire protection are existing.

Chapter 15.04
PROPERTY MAINTENANCE CODE

Sections:

15.04.010 Title for citation.
15.04.020 Documents adopted by reference.
15.04.030 Amendments to the International Property Maintenance Code.
15.04.040 IPMC Chapter 1 amended.
15.04.050 IPMC Chapter 2 amended.
15.04.060 IPMC Chapter 3 amended.
15.04.070 IPMC Chapter 4 amended.
15.04.080 IPMC Chapter 5 amended.
15.04.090 IPMC Chapter 6 amended.

15.04.010 Title for citation.

This chapter shall be known as the "property maintenance code," may be cited as such and will be referred to in this chapter as "this code."

15.04.020 Documents adopted by reference.

The International Property Maintenance Code, 2021 Edition published by the International Code Council is hereby adopted. Where this chapter is inconsistent with state law then in that instance the provisions of the state law shall prevail.

15.04.030 Amendments to International Property Maintenance Code.

The International Property Maintenance Code (IPMC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter.

15.04.040 IPMC Chapter 1 amended.

Chapter 1 is amended as follows:

Sections 102.3, 102.8, 103, 107, 108, 111.7, 111.8, 112.4, 112.5, 112.6, 113 are deleted.

Each reference to the International Building Code is replaced with The California Building Code. Each reference to the International Existing Building Code is replaced by the California Existing Building Code. Each reference to the International Fire Code is replaced by the California Fire Code. Each reference to the International Fuel Gas and International Plumbing Codes is replaced by the California Plumbing Code. Each

reference to the International Mechanical Code is replaced by the California Mechanical Code. Each reference to the International Residential Code is replaced by the California Residential Code. Each reference to the International Zoning Code is replaced by the Livermore Development Code.

15.04.050 IPMC Chapter 2 amended.

Chapter 2 is amended as follows:

Each reference to the International Building Code is replaced with The California Building Code. Each reference to the International Existing Building Code is replaced by the California Existing Building Code. Each reference to the International Fire Code is replaced by the California Fire Code. Each reference to the International Fuel Gas and International Plumbing Codes is replaced by the California Plumbing Code. Each reference to the International Mechanical Code is replaced by the California Mechanical Code. Each reference to the International Residential Code is replaced by the California Residential Code. Each reference to the International Zoning Code is replaced by the Livermore Development Code.

15.04.060 IPMC Chapter 3 amended.

Chapter 3 is amended as follows:

Sections 302.4, 302.8, 304.14, 304.18, and 309 are deleted.

Section 303.2 is amended to read:
Every person in possession of land within the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a private or public swimming pool or spa, shall at all times maintain an enclosure and safety device in accordance with chapter 31B (public swimming pools) of the California Building Code, specifically Section 3109.4.4.

15.04.070 IPMC Chapter 4 amended.

Chapter 4 is amended as follows:

Sections 404.6 and 404.7 are deleted.

15.04.080 IPMC Chapter 5 amended.

Chapter 5 is amended as follows:

Each reference to the International Plumbing Code shall be replaced with the California Plumbing Code

Section 506.3 Grease interceptors amend to read:

Grease interceptors shall comply with section 1014 of the California Plumbing Code.

15.04.090 IPMC Chapter 6 amended.

Chapter 6 is amended as follows:

Each reference to the International Mechanical Code is replaced by the California Mechanical Code.

Chapter 15.06
FIRE CODE

INDEX

15.06.010 Title for citation.
15.06.020 Documents adopted by reference.
15.06.030 Amendments to the International Fire Code.
15.06.040 CFC Chapter 1, Division II, 103.1 amended – Creation of agency
15.06.050 CFC Chapter 1, Division II, Table 105.5.9 amended - Permit Amounts for Compressed Gases.
15.06.060 CFC Chapter 1, Division II, Table 105.5.11 amended - Permit Amounts for Cryogenic Fluids.
15.06.070 CFC Chapter 1, Division II, Section 105.5.18 Item 3 amended - Flammable and combustible liquids.
15.06.080 CFC Chapter 1, Division II, Section 105.5.18 Item 12 added - Permit Amounts for Hazardous Materials, Flammable and Combustible Liquids and Gases at Residential Occupancies.
15.06.090 CFC Chapter 1, Division II, Table 105.5.22 amended - Permit Amounts for Hazardous Materials.
15.06.100 CFC Chapter 1, Division II, Section 105.5.54 Item 4 added - Radioactive Materials.
15.06.110 CFC Chapter 1, Division II, Section 111 deleted - Means of Appeals.
15.06.120 CFC Chapter 1, Division II, 112.4 amended– Violation penalties
15.06.130 CFC Chapter 1, Division II, Section 115 added - Unauthorized Discharges.
15.06.140 CFC Chapter 2 Definitions amended - Hazardous Materials
15.06.150 CFC Chapter 2 Definitions amended - Health Hazard
15.06.160 CFC Chapter 2 Definitions added - Maximum Threshold Quantity
15.06.170 CFC Chapter 2 Definitions added - Moderately Toxic Gas
15.06.180 CFC Section 603.11 added – Multiple Sources of Non-Utility Electricity
15.06.190 CFC Section 611 added - Immersion Heaters.
15.06.200 CFC Section 903.2 amended - Automatic Sprinkler Systems
15.06.210 CFC Section 903.3.1.2.3 amended - NFPA 13R Sprinkler Systems.
15.06.220 CFC Section 903.3.1.3 amended - NFPA 13D Sprinkler Systems.
15.06.230 CFC Section 3208.3.1 amended – Flue space protection.
15.06.240 CFC Section 5001.5.3 added - Hazardous Materials Inventory Statement and Hazardous Materials Management Plan Maintenance
15.06.250 CFC Section 5001.5.4 added - Hazardous Materials Business Plan (HMBP) Reporting Thresholds.
15.06.260 CFC Section 5003.2.10 added - Biodiesel and methanol equipment
15.06.270 CFC Section 5003.5.2 added - Ventilation ducting
15.06.280 CFC Section 5003.5.3 added - H Occupancies.
15.06.290 CFC Section 5003.13 added - Automatic Filling of Tanks

15.06.300 CFC Section 5005.5 added - Emergency Alarms, supervision and monitoring
15.06.310 CFC Section 5601.1.3 added - Fireworks
15.06.320 CFC Section 5704.2.7.5.8 amended - Exception.
15.06.330 CFC Chapter 60 amended - Title
15.06.340 CFC Section 6004.1 amended - General
15.06.350 CFC Section 6004.1.2 amended - Gas Cabinets
15.06.360 CFC Section 6004.1.3 amended - Exhausted Enclosures
15.06.370 CFC Section 6004.1.4 added - Automatic shut-off valve
15.06.380 CFC Section 6004.1.5 added- Annual Maintenance
15.06.390 CFC Section 6004.1.6 added - Maximum threshold quantity
15.06.400 CFC Section 6004.1.7 added - Reduced flow valve
15.06.410 CFC Section 6004.1.8 added - Fire extinguishing systems
15.06.420 CFC Section 6004.1.9 added - Local gas shut off
15.06.430 CFC Section 6004.1.10 added - Exhaust ventilation monitoring
15.06.440 CFC Section 6004.1.11 added - Emergency response plan
15.06.450 CFC Section 6004.1.12 added - Emergency Response Liaisons
15.06.460 CFC Section 6004.1.13 added - Emergency Drills
15.06.470 CFC Section 6004.1.14 added - Cylinder leak testing
15.06.480 CFC Section 6004.1.15 added - Inert gas purge system
15.06.490 CFC Section 6004.1.16 added - Seismic shutoff valve
15.06.500 CFC Section 6004.1.17 added - Fittings and connections.
15.06.510 CFC Section 6004.2 amended - Indoor storage and use.
15.06.520 CFC Section 6004.2.1 amended - Applicability
15.06.530 CFC Section 6004.2.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.
15.06.540 CFC Section 6004.2.1.4 added - Quantities not exceeding minimum threshold quantity per control area.
15.06.550 CFC Section 6004.2.1.5 added - Quantities exceeding minimum threshold quantity per control area.
15.06.560 CFC Section 6004.2.2 amended - General indoor requirements
15.06.570 CFC Section 6004.2.2.5 amended - Piping and controls - stationary tanks, Item 1
15.06.580 CFC Section 6004.2.2.7 amended - Treatment systems.
15.06.590 CFC Section 6004.2.2.10.1 amended - Alarms.
15.06.600 CFC Section 6004.3 amended - Outdoor storage and use.
15.06.610 CFC Section 6004.3.1 amended - Applicability
15.06.620 CFC Section 6004.3.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.
15.06.630 CFC Section 6004.3.1.4 added - Quantities not exceeding the minimum threshold quantity per control area.
15.06.640 CFC Section 6004.3.1.5 added - Quantities exceeding the minimum threshold quantity per control area.
15.06.650 CFC Section 6004.3.2 amended - General outdoor requirements.
15.06.660 CFC Section 6004.3.3 - Outdoor storage weather protection for portable tanks and cylinders.

15.06.010 Title for citation

These regulations shall be known as the "Livermore Fire Code," hereinafter referred to as "this code."

15.06.020 Documents adopted by reference

A. The International Fire Code, 2021 Edition, as amended and set forth in the California Code of Regulations, Title 24, Part 9, published by the International Code Council, is hereby adopted, together with Appendices D, E (informational purposes), F, and H, except as set forth in this chapter.

1. Only those sections, including applicable amendments, of Chapter 4 and Chapter 11 adopted by the California Office of the State Fire Marshal (SFM) as identified in the applicable adoption matrix shall be adopted.

B. The International Fire Code (IFC) adopted by reference for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2022 California Fire Code.

C. These regulations shall be known as the Livermore Fire Code, hereinafter referred to as “this code.”

D. Where there is a reference in the code to the “fire official,” “fire code official” or “authority having jurisdiction,” it shall mean the “Fire Chief” or, in the absence of the fire chief, the Fire Marshal.

15.06.030 Amendments to the International Fire Code

The International Fire Code (IFC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2022 California Fire Code.

15.06.040 CFC Chapter 1, Division II, 103.1 amended - Creation of agency

Section 103.1 is amended to read:

The Livermore-Pleasanton Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

15.06.050 CFC Chapter 1, Division II, Table 105.5.9 amended – Permit Amounts for Compressed Gases

Table 105.5.9 is amended to read:

Type of Gas	Amount (cubic feet at NTP)
Carbon dioxide used in carbon dioxide enrichment systems	875 (100 lb.)
Carbon dioxide used in insulated carbon dioxide beverage dispensing applications	875 (100 lb.)
Corrosive	200
Flammable (except cryogenic fluids and LPG)	200
Highly Toxic	Any amount
Inert, carbon dioxide (not otherwise permitted above), simple asphyxiant and other gases with a 1,000 cubic foot threshold for the HMBP program	1,000
Moderately Toxic	Any amount
Oxidizing (including oxygen)	200
Pyrophoric	Any amount
Toxic	Any amount
All other gases not otherwise permitted above subject to HMBP reporting (per material)	200

15.06.060 CFC Chapter 1, Division II, Table 105.5.11 amended – Permit Amounts for Cryogenic Fluids.

Table 105.5.11 is amended to read:

Type of Cryogenic Fluid	Cubic feet at NTP
Corrosive	Any Amount
Flammable	Any Amount
Inert, simple asphyxiant, and other gases with a 1,000 cubic foot threshold for the HMBP program	1,000
Oxidizing (including oxygen)	200
Physical or health hazard not indicated above	Any amount

All other materials not otherwise permitted above subject to HMBP requirements (per material)	200

15.06.070 CFC Chapter 1, Division II, Section 105.5.18 Item 3 amended – Flammable and combustible liquids.

Section 105.5.18 Item 3 is amended to read:

3. To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons except for fuel oil in the fuel tanks of portable equipment.

15.06.080 CFC Chapter 1, Division II, Section 105.5.18 Item 12 added - Permit Amounts for Hazardous Materials, Flammable and Combustible Liquids and Gases at Residential Occupancies

Section 105.6.17 Item 12 is added to read:

12. Storage of flammable and combustible liquids and flammable gases at Group R occupancies are limited as follows:

1. Outside storage of flammable liquids (including gasoline) is limited to 30 gallons.
2. Outside storage of combustible liquids (including diesel and kerosene) is limited to 55 gallons.

   Exception: Emergency generators used for life safety purposes.

3. Outside storage of compressed and liquefied flammable gas is limited to 15 gallons or 540 cubic feet.

   Exceptions:

   a. Emergency generators used for life safety purposes.
   b. Fixed gas supply for occupancies not provided with natural gases services. Amounts over 1,000 gallons must be approved by the fire official.

4. Manufacture of Biodiesel and Methanol at Residential Occupancies. The manufacture of biodiesel and methanol is prohibited in Residential Occupancies and in U Occupancies associated with Residential Occupancies both inside and outside buildings.

15.06.090 CFC Chapter 1, Division II, Table 105.5.22 amended – Permit Amounts for Hazardous Materials.

Table 105.5.22 is amended to add:

Moderately toxic gas	20 cubic Feet
Irritants and Sensitizers	550 gallons (liquids) 5000 pounds (solids)
Other materials subject to HMBP requirements	55 gallons (liquids) 500 pounds (solids)

15.06.100 CFC Chapter 1, Division II, Section 105.5.54 Item 4 added- Radioactive Materials.

Section 105.5.54 Item 4 is added to read:

4. Radioactive Materials. To store or handle more than one micro curie (37,000 Becquerel) of radioactive material not contained in a sealed source or more than 1 mill curie (37,000,000 Becquerel) of radioactive material in a sealed source or sources, or any amount of radioactive material for which a specific license from the Nuclear Regulatory Commission is required.

15.06.110 CFC Chapter 1, Division II, Section 111 deleted - Means of Appeals.

Section 111 is deleted.

15.06.120 CFC Chapter 1, Division II, 112.4 – Violation penalties

Section 112.4 is amended to read:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents, or directive of the fire code official, or of a permit, or certificate used under provisions of this code, shall be punished in accordance with the fines and penalties established by the Livermore Municipal Code and/or, as specified by California Government Code, Section 36900. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

15.06.130 CFC Chapter 1, Division II, Section 115 added – Unauthorized Discharges.

Section 115 is added to read:

Unauthorized Discharges. The Livermore-Pleasanton Fire Department may charge fees to recover the cost of response to incidents involving the discharge or the threatened discharge of a hazardous (or suspected hazardous) material.

15.06.140 CFC Chapter 2 Definitions amended - Hazardous Materials

The definition of Hazardous Materials is amended as follows:

HAZARDOUS MATERIALS. Those chemicals or substances which are physical hazards or health hazards as defined and classified in this chapter and/or are compressed gases, whether the materials are in usable or waste condition.

15.06.150 CFC Chapter 2 Definitions amended - Health Hazard

The definition of Health Hazard is amended as follows:

HEALTH HAZARD. A classification of chemical for which there is statistically significant evidence that acute or chronic health effects are capable of occurring in exposed persons. The term “health hazard” includes chemicals that are moderately toxic, toxic, highly toxic, or corrosive.

15.06.160 CFC Chapter 2 Definitions added - Maximum Threshold Quantity

The definition of Maximum Threshold Quantity is added as follows:

Maximum Threshold Quantity. The following formula shall be used to calculate the maximum threshold quantity for toxic, highly toxic, and moderately toxic gases:

Max TQ (lbs.) = LC50 (ppm) x 2 lb.

For gas mixtures containing one or more toxic, highly toxic or moderately toxic components, the LC50 shall be calculated using CGA Standards P-20 and P-23.

15.06.170 CFC Chapter 2 Definitions added - Moderately Toxic Gas

The definition of Moderately Toxic Gas is added as follows:

Moderately Toxic Gas. A chemical or substance that has a medial lethal concentration (LC50) in air of more than 2,000 parts per million but not more than 5,000 parts per million by volume of gas or vapor, when administered by continuous inhalation for an hour, or less if death occurs within one hour, to albino rats weighing between 200 and 300 grams each.

15.06.180 CFC Section 603.11 added – Multiple Sources of Non-Utility Electricity

Section 603.11 is added to read:

603.11 Multiple Sources of Non-Utility Electricity. When a facility has more than one source of non-utility-based electrical utility power, including emergency and standby power systems, a written shutdown plan shall be provided. A copy of the plan will be posted at or near the main electrical panel in a location approved by the Fire Department. A copy of the plan will be provided in a format acceptable to the Fire Department.

15.06.190 CFC Section 611 added – Immersion Heaters.

Section 611 is added to read:

611 Immersion Heaters. All electrical immersion heaters used in dip tanks, sinks, vats, and similar operations shall be provided with approved over-temperature controls and low liquid level electrical disconnects. Manual reset of required protection devices shall be provided.

15.06.200 CFC Section 903.2 amended – Automatic Sprinkler Systems

903.2 is deleted and replaced with the following:

903.2 Where required.

1. Automatic fire extinguishing systems shall be provided in all new buildings and structures, including any detached or attached structure added to a parcel of land already containing automatic extinguishing system protected buildings.

   Exception:

   a. Detached U Occupancies, other than trash enclosures, that do not exceed 400 square feet of floor area.
   b. Trash enclosures that have been exempted by the fire code official or that meet the following conditions:
      i. The enclosure, including the cover and door, are constructed of non-combustible materials.
      ii. The enclosure does not exceed 180 square feet in size
      iii. The enclosure is stand-alone structure, be a minimum of 20 feet from adjacent buildings and a minimum of 10 feet from property line(s).
      iv. The enclosure is used exclusively for waste garbage contained within approved trash containers. No outdoor storage is permitted within the trash enclosure,
   c. Photo Voltaic Arrays covering parking stalls only.

2. Existing commercial or industrial buildings not currently provided with automatic fire extinguishing systems shall be provided with an automatic fire extinguishing system as follows:

    a) When modification to the building results in a 50% or greater increase of the total floor area of the building or brings the over total of floor area of the building to more than 8,000 square feet, the entire building shall be provided with an automatic fire extinguishing system.

        Exception:

        Additions providing accessory storage space not greater than 500 square feet in area to an existing non-fire sprinklered building or solely for the purpose of providing accessibility shall not result in a requirement that the building be provided with an automatic extinguishing system.

    b) When a change in occupancy classification results in an increased fire hazard or risk to business operations, or increased life safety hazard of the occupants, the new occupancy and all fire areas that the new occupancy exits through shall be provided with an automatic extinguishing system.

        Exception:

        Public assembly occupancies not exceeding an occupant load of 150, whether occupying an entire building or a portion of a building that located in single story buildings.

3. Existing residential buildings not currently provided with automatic fire extinguishing systems shall be provided with an automatic fire extinguishing system as follows:

    a. When a modification or modifications to the building results in a 50% or greater increase of the total original approved floor area of the building.
    b. In the garage when a new attached or detached garage is added, and the modification does not otherwise require the addition of an automatic fire protection system throughout the building.

15.06.210 CFC Section 903.3.1.2.3 amended - NFPA 13R Sprinkler Systems.

Section 903.3.1.2.3 is amended to read:

903.3.1.2.3 Attics. Automatic fire sprinklers shall be provided in all attic areas.

15.06.220 CFC Section 903.3.1.3 amended - NFPA 13D Sprinkler Systems.

Section 903.3.1.3 is amended to read:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D *as amended in Chapter 80*.

In addition to the provisions of NFPA 13D, the automatic fire sprinkler system shall be designed, and sprinklers shall be installed in the following additional locations:

1. Attic shall be provided intermediate temperature-rated residential fire sprinklers for detection coverage and located at a spacing equivalent to 30 feet by 30 feet centers and maximum of 15 feet from outside walls.
2. Fire sprinklers shall be provided in garages. Fire sprinklers shall be intermediate rated, quick response, with a maximum coverage of 130 square feet per sprinkler.
3. Any bathroom located under a stairway, regardless of the bathroom's size.
4. Any closet located under a stairway regardless of the closet's size or surfacing materials.

15.06.230 CFC Section 3208.3.1 amended – Flue space protection.

Section 3208.3.1 is amended to read:

3208.3.1 Flue space protection. Flue spaces required by Table 3208.3 above the first tier of storage in single-, double- or multiple-row rack storage installation shall be equipped with approved protection devices. Such devices shall not be removed or modified. Such devices must be repaired or replaced if damaged.

15.06.240 CFC Section 5001.5.3 added - Hazardous Materials Management Plan and Hazardous Materials Management Plan Maintenance

Section 5001.5.3 is added as follows:

Hazardous Materials Management Plans (HMISs) and Hazardous Materials Management Plans (HMMPs) shall be modified and resubmitted when substantive changes occur as defined in the California Health and Safety Code for Hazardous Materials Business Plans (HMBPs).

Whether or not substantive changes have occurred, Hazardous Materials Inventory Statements (HMISs) and Hazardous Materials Management Plans (HMMPs) shall be resubmitted or certified no later than 12 months from the last submittal date.

Exception: HMISs and HMMPs for unstaffed utility sites that are under the reporting threshold for the Federal Emergency Planning and Community Right-to-Know Act (EPCRA) shall be resubmitted no later than 36 months after the latest submittal.

15.06.250 CFC Section 5001.5.4 added - Hazardous Materials Business Plan (HMBP) Reporting Thresholds.

Section 5001.5.4 is added as follows:

In addition to the reporting requirements of California Health and Safety Code, Chapter 6.95, regulated facilities are required to report any amount of highly toxic, toxic, and moderately toxic gases, oxidizing materials Class 4, oxidizing materials Class 3, unstable (reactive) Class 4, unstable (reactive) Class 3, pyrophoric materials, water reactive Class 3.

15.06.260 CFC Section 5003.2.10 added – Biodiesel and methanol equipment

Section 5003.2.10 is added to read:

5003.2.10 **Biodiesel and methanol equipment.** Biodiesel and methanol manufacturing/processing equipment shall be listed or approved. Such equipment shall at a minimum adequately address electrical system, materials of construction, ventilation, seismic and process control and shut-down safety issues.

15.06.270 CFC Section 5003.5.2 added – Ventilation ducting.

Section 5003.5.2 is added to read:

5003.5.2 Ventilation ducting. Product conveying ducts for venting hazardous materials operations shall be labeled with the hazard class of the material being vented and the direction of flow.

15.06.280 CFC Section 5003.5.3 added – H Occupancies.

Section 5003.5.3 is added to read:

5003.5.3 H Occupancies. In “H” occupancies, all piping and tubing may be required to be identified when there is any possibility of confusion with hazardous materials transport tubing or piping. The identification label must include the product/waste name and flow direction indicator. Labels to be placed no less than once every 20 feet of piping and at changes of direction.

15.06.290 CFC Section 5003.13 added – Automatic Filling of Tanks.

Section 5003.13 is added to read:

5003.13 Automatic Filling of Tanks. Systems that automatically fill flammable or combustible liquid tanks shall be equipped with approved overfill protection that sends an alarm signal to a location that is normally occupied during normal business hours and immediately stops the filling of the tank. The alarm signal and automatic shutoff shall be tested in a manner acceptable to the fire code official on an annual basis and records of such testing shall be maintained on-site for a period of five (5) years.

Exception: Emergency generator tanks

15.06.300 CFC Section 5005.5 added - Emergency Alarms, supervision and monitoring

Section 5005.5 is added as follows:

5005.5 Emergency alarms, supervision and monitoring. Emergency alarms, supervision and monitoring shall be provided in accordance with Sections 5004.9 and 5004.10.

15.06.310 CFC Section 5601.1.3 amended – Fireworks.

Section 5601.1.3 is amended as follows:

5601.1.3 Fireworks. The possession, manufacturing, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Exception 1 is deleted.
2. Exception 2 is deleted.
3. No amendment
4. Exception 4 is deleted.
5. Snap caps and party poppers classified by the California Office of the State Fire Marshal (SFM) as pyrotechnic devices.

15.06.320 CFC Section 5704.2.7.5.8 amended - Exception.

Section 5704.2.7.5.8, Exception, is amended to read:

Exception: Outside aboveground tanks with a capacity of 100 gallons (378 L) or less.

15.06.330 CFC Chapter 60 Title

Chapter 60's title is hereby amended to read:

CHAPTER 60
HIGHLY TOXIC AND TOXIC MATERIALS
AND MODERATELY TOXIC GASES INCLUDING THOSE USED AS
REFRIGERANTS

15.06.340 CFC Section 6004.1 amended - General

Section 6004.1 is hereby amended to read:

6004.1 General. Materials that are stored and used as a gas whether or not the material meets the definition of a compressed gas, and that meet the definition of a highly toxic, toxic or moderately toxic gas shall comply with Section 6004.

Performance based design alternatives may be used for refrigeration systems.

Moderately toxic gases with an LC_{50} less than or equal to 3,000 parts per million shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.10.4.

Moderately toxic gases with an LC_{50} more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by Section 6004.1.6, shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.7.

The minimum threshold quantity for highly toxic, toxic and moderately toxic gases, vapors and mists for indoor and exterior storage and use are set forth in Table 6004.1.

Table 6004.1
Minimum Threshold Quantities for Highly Toxic, Toxic and Moderately Toxic Gases

Highly Toxic	0
Toxic	10 cubic feet
Moderately Toxic	20 cubic feet

15.06.350 CFC Section 6004.1.2 amended - Gas Cabinets

Section 6004.1.2 is amended to read:

6004.1.2 Gas cabinets. Gas cabinets containing highly toxic, toxic or moderately toxic gases shall comply with Section 5003.8.6 and the following requirements:

[balance to remain the same]

15.06.360 CFC Section 6004.1.3 amended - Exhausted Enclosures

Section 6004.1.3 is amended to read:

6004.1.2 Exhausted enclosures. Exhausted enclosures containing highly toxic, toxic or moderately toxic gases shall comply with Section 5003.8.5 and the following requirements:

[balance to remain the same]

15.06.370 CFC Sections 6004.1.4 added - Automatic shut-off valve

Section 6004.1.4 is added to read:

6004.1.4 Automatic shut-off valve. An automatic shut-off valve, which is of a fail-safe to close design, shall be provided to shut off the supply of highly toxic gases as close as possible to the supply container for any of the following:

1. Activation of a manual fire alarm system.
2. Activation of the gas detection system.
3. Failure of emergency power.
4. Failure of primary containment.
5. Seismic activity.
6. Failure of required ventilation.
7. Manual activation at an approved remote location.

15.06.380 CFC Section 6004.1.5 added - Annual Maintenance

Section 6004.1.5 is added to read:

6004.1.5 Annual Maintenance. All safety control systems at a facility shall be maintained in good working condition and tested not less frequently than annually. Maintenance and testing shall be performed by persons qualified to perform the maintenance and tests. Maintenance records and certifications shall be kept for a minimum of three years and shall be made available to any representative of the Livermore-Pleasanton Fire Department for inspection upon request.

15.06.390 CFC Section 6004.1.6 added - Maximum threshold quantity

Section 6004.1.6 is added to read:

6004.1.6 Maximum threshold quantity. Toxic gases stored or used in quantities exceeding the maximum threshold quantity in a single vessel per control area or outdoor control area or H-Occupancy shall comply with the additional requirements for highly toxic gases of Section 6004 of this code.

Moderately toxic gases stored or used in quantities exceeding the maximum threshold quantity in a single vessel per control area or outdoor control area or H-Occupancy shall comply with the additional requirements for toxic gases of Section 6004 of this code.

15.06.400 CFC Section 6004.1.7 added - Reduced flow valve

Section 6004.1.7 is added to read:

6004.1.7 Reduced flow valve. All containers of materials other than lecture bottles containing highly toxic material and having a vapor pressure exceeding 29 psi shall be equipped with a reduced flow valve when available. If a reduced flow valve is not available, the container shall be used with a flow-limiting device. All flow limiting devices shall be part of the valve assembly and visible to the eye when possible; otherwise, they shall be installed as close as possible to the cylinder source.

> **Exception**: When the process use rate is approximately equal to the maximum flow rate of the cylinder/tank valve.

15.06.410 CFC Section 6004.1.8 added - Fire extinguishing systems

Section 6004.1.8 **Fire extinguishing systems** is added to read:

6004.1.8 Fire extinguishing systems. Buildings and covered exterior areas for storage and use areas of materials regulated by this Chapter shall be protected by an automatic fire sprinkler system in accordance with NFPA 13. The design of the sprinkler system for any room or area where highly toxic, toxic and moderately toxic gases are stored, handled or used shall be in accordance with Section 5004.5.

15.06.420 CFC Section 6004.1.9 added - Local gas shut off

Section 6004.1.9 **Local gas shut off** is added to read:

6004.1.9 Local gas shut off. Manual activation controls shall be provided at locations near the point of use and near the source, as approved by the fire code official. The fire code official may require additional controls at other places, including, but not limited to, the entry to the building, storage or use areas, and emergency control stations. Manual activated shut-off valves shall be of a fail-safe-to-close design.

15.06.430 CFC Section 6004.1.10 added - Exhaust ventilation monitoring

Section 6004.1.10 **Exhaust ventilation monitoring** is added to read:

6004.1.10 Exhaust ventilation monitoring. For highly toxic gases, toxic and moderately toxic gases exceeding minimum threshold quantities, a continuous monitoring system shall be provided to assure that the required exhaust ventilation rate is maintained. The system shall monitor actual air flow in the exhaust system. The monitoring system shall initiate a local alarm. The alarm shall be both visual and audible and shall be designed to provide warning both inside and outside of the interior storage, use, or handling area.

15.06.440 CFC Section 6004.1.11 added - Emergency response plan

Section 6004.1.11 **Emergency response plan** is added to read:

6004.1.11 Emergency response plan. If the preparation of an emergency response plan for the facility is not required by any other law, responsible persons shall prepare, or cause to be prepared, and filed with the fire code official, a written emergency response plan. If the preparation of an emergency response plan is required by other law, a responsible person shall file a copy of the plan with the fire code official.

15.06.450 CFC Section 6004.1.12 added - Emergency Response Liaisons

Section 6004.1.12 **Emergency Response Liaisons** is added to read:

6004.1.12 Emergency Response Liaisons. Responsible persons shall be designated and trained to be liaison personnel for the Livermore-Pleasanton Fire Department. There persons shall aid the Fire Department in preplanning emergency responses and understanding the materials and operations utilizing the gases.

15.06.460 CFC Section 6004.1.13 added - Emergency Drills

Section 6004.1.13 **Emergency Drills** is added to read:

6004.1.13 Emergency Drills. Emergency drills of the on-site emergency response personnel and liaisons shall be conducted on a regular basis but not less than every six months. Records of drills conducted shall be maintained for three years.

15.06.470 CFC Section 6004.1.14 added - Cylinder leak testing

Section 6004.1.14 **Cylinder leak testing** is added to read:

6004.1.14 Cylinder leak testing. Cylinders shall be tested for leaks immediately upon delivery and again immediately prior to departure. Testing shall be approved by the fire code official in accordance with appropriate nationally recognized industry standards and practices, if any. Appropriate remedial action shall be immediately undertaken when leaks are detected.

15.06.480 CFC Section 6004.1.15 added - Inert gas purge system

Section 6004.1.15 is added to read:

6004.1.15 Inert gas purge system. Gas systems shall be provided with dedicated inert gas purge systems. A dedicated inert gas purge system may be used to purge more than one gas, provided the gases are compatible. Purge gas systems inside buildings shall be located in an approved gas cabinet unless the system operates by vacuum demand.

Exception: Refrigeration systems.

15.06.490 CFC Section 6004.1.16 added - Seismic shutoff valve

Section 6004.1.16 is added to read:

6004.1.16 Seismic shutoff valve. An automatic seismic shut-off valve, which is of a fail-safe to close design, shall be provided to shutoff the supply of highly toxic, toxic and moderately toxic gases with an LC50 less than 3,000 parts per million upon a seismic event within 5 seconds of a horizontal sinusoidal oscillation having a peak acceleration of 0.3G (1.47m/sec^2) and a period of 0.4 seconds.

15.06.500 CFC Section 6004.1.17 added - Fittings and connections.

Section 6004.1.17 is added to read:

6004.1.17 Fittings and connections. Fittings and connections shall be located in a gas cabinet, exhausted enclosure, gas room or exhausted valve manifold box.

Exception: Welded connections.

15.06.510 CFC Section 6004.2 amended - Indoor storage and use.

Section 6004.2 is amended to read:

The indoor storage or use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1 through 6004.2.2.10.4.

15.06.520 CFC Section 6004.2.1 amended - Applicability

Section 6004.2.1 is amended to read:

6004.2.1 Applicability. The applicability of regulations governing the indoor storage and use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1.1 through 6004.2.1.5.

15.06.530 CFC Section 6004.2.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.

Section 6004.2.1.1 is amended to read:

6004.2.1.1 Quantities not exceeding the maximum allowable quantity per control area. The indoor storage or use of highly toxic and toxic compressed gases in amounts not exceeding the maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, 6004.2.1.4 and 6004.2.1.5.

15.06.540 CFC Section 6004.2.1.4 added - Quantities not exceeding minimum threshold quantity per control area.

Section 6004.2.1.4 is added to read:

6004.2.1.4 Quantities not exceeding minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, and 6004.1 and Chapter 50.

15.06.550 CFC Section 6004.2.1.5 added - Quantities exceeding minimum threshold quantity per control area.

Section 6004.2.1.5 is added to read:

6004.2.1.5 Quantities exceeding the minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.2 and Chapter 50.

15.06.560 CFC Section 6004.2.2 amended - General indoor requirements.

Section 6004.2.2 is amended to read:

6004.2.2 General indoor requirements. The general requirements applicable to the indoor storage and use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.2.1 through 6004.2.2.10.3.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(2).

15.06.570 CFC Section 6004.2.2.5 amended - Piping and controls -stationary tanks, Item 1

Section 6004.2.2.5 Piping and controls – stationary tanks, Item 1 is amended by deleting the exception

CFC Section 6004.2.2.5 Piping and controls -stationary tanks

1. Pressure relief devices shall be vented to a treatment system designed in accordance with Section 6004.2.2.7

   Delete exception.

15.06.580 CFC Section 6004.2.2.7 amended - Treatment systems.

Section 6004.2.2.7 is amended to delete exception 2:

6004.2.2.7 Treatment systems - **Delete Exception 2.**

15.06.590 CFC Section 6004.2.2.10.1 amended - Alarms.

Section 6004.2.2.10.1 is amended to delete the exception:

6004.2.2.10.1 Alarms. Delete Exception.

15.06.600 CFC Section 6004.3 amended - Outdoor storage and use.

Section 6004.3 is amended to read:

6004.3 Outdoor storage and use. The outdoor storage or use of highly toxic, toxic and moderately toxic gases shall be in accordance with Sections 6004.3.1 through 6004.3.4. The minimum threshold quantity for highly toxic, toxic and moderately toxic gases for outdoor storage and use are set forth in Table 6004.1.

15.06.610 CFC Section 6004.3.1 amended - Applicability

Section 6004.3.1 is amended to read:

6004.3.1 Applicability. The applicability of regulations governing the outdoor storage and use of highly toxic, toxic, and moderately toxic gases shall be as set forth in Sections 6004.3.1.1 through 6004.3.1.5.

15.06.620 CFC Section 6004.3.1.1 amended - Quantities not exceeding the maximum allowable quantity per control area.

Section 6004.3.1.1 is amended to read:

6004.3.1.1 Quantities not exceeding the maximum allowable quantity per control area. The outdoor storage or use of highly toxic and toxic gases in amounts exceeding the threshold quantity per control area set forth in Table 5003.1.1(4) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, and 6004.3.1.4 and 6004.3.1.5.

15.06.630 CFC Section 6004.3.1.4 added Quantities not exceeding the minimum threshold quantity per control area.

Section 6004.3.1.4 is added to read:

6004.3.1.4 Quantities not exceeding the minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1 and Chapter 50.

15.06.640 CFC Section 6004.3.1.5 added - Quantities exceeding the minimum threshold quantity per control area.

Section 6004.3.1.5 is added to read:

6004.3.1.5 Quantities exceeding the minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately toxic gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.3 and Chapter 50.

15.06.650 CFC Section 6004.3.2 amended - General outdoor requirements.

Section 6004.3.2 is amended to read:

6004.3.2 General outdoor requirements. The general requirements applicable to the outdoor storage and use of highly toxic, toxic and moderately toxic gases shall be in accordance with Sections 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases with an LC50 equal to or less than 3000 parts per million shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.

Moderately toxic gases with an LC50 more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by 6004.1.6, shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(2).

15.06.660 CFC Section 6004.3.3 amended - Outdoor storage weather protection for portable tanks and cylinders.

Section 6004.3.3 is amended to read:

6004.3.3 Outdoor storage weather protection for portable tanks and cylinders. Weather protection in accordance with Section 5004.13 shall be provided for portable tanks and cylinders located outdoors and not within gas cabinets or exhausted enclosures. The storage area shall be equipped with an approved automatic sprinkler system in accordance with Section 5004.5.

Delete Exceptions.

Chapter 15.08
ELECTRICAL CODE

Sections:

15.08.010 Title for citation.
15.08.020 Documents adopted by reference.
15.08.030 Amendments to the National Electrical Code.
15.08.040 Connection to energy source – Conditions.

15.08.010 Title for citation.

This chapter shall be known as the "electrical code," may be cited as such and will be referred to in this chapter as "this code."

15.08.020 Documents adopted by reference.

The National Electrical Code, 2020 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the National Fire Protection Association is hereby adopted.

15.08.030 Amendments to the National Electrical Code.

The National Electrical Code adopted by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2022 California Electrical Code, Title 24 of the California Code of Regulations.

15.08.040 Connection to energy source – Conditions.

A. It is unlawful for any person, firm or corporation to make connection from a source of electrical energy or to supply electrical service to any electrical wiring or equipment, for the installation of which a permit is required, unless authorized by the building official.
B. When the electrical wiring and equipment is found to be in conformity with the provisions of this code, the building official shall indicate such approval by signing and dating the permit card and, if the building or premises containing the electrical installation has been approved by the building official for occupancy, the building official shall notify the serving electrical utility of such approval and shall authorize the connection of the installation to the source of supply.

C. When a building has not been approved for occupancy, the building official may authorize temporary connection of approved electrical installation, or portions thereof, to a source of energy for purposes of testing equipment, providing light to facilitate completion of such building, or similar purposes, provided the owner has filed a statement with the building official certifying that the building will not be occupied for purposes other than doing work necessary to complete the building.

Chapter 15.10
MECHANICAL CODE

Sections:

15.10.010 Title for citation.
15.10.020 Document adopted by reference.
15.10.030 Amendments to Uniform Mechanical Code
15.02.040 CMC Chapter 1, Division II Administration Section 104.4.6 deleted – Retention of Plans.
15.02.050 CMC Chapter 1, Division II Administration Section 104.5 amended – Fees.
15.02.060 CMC Chapter 1, Division II Administration Section 106.3 amended – Penalties**.**
15.02.070 CMC Chapter 1, Division II Administration Section 107.0 deleted – Appeal Board.

15.10.010 Title for citation.

This chapter shall be known as the “mechanical code,” may be cited as such and will be referred to in this chapter as “this code.”

15.10.020 Document adopted by reference.

The Uniform Mechanical Code, 2021 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Association of Plumbing and Mechanical Officials together with Chapter 1 Division II, Administration is hereby adopted.

15.02.030 Amendments to Uniform Mechanical Code.

The Uniform Mechanical Code (UMC) adopted in this chapter by reference is amended by the following additions, deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2022 California Mechanical Code (CMC)

15.02.040 CMC Chapter 1, Division II Administration Section 104.4.6 deleted – Retention of Plans.

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Section 104.4.6 Retention of Plans is hereby deleted

15.02.050 CMC Chapter 1, Division II Administration Section 104.5 amended – Fees.

Section 104.5 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.02.060 CMC Chapter 1, Division II Administration Section 106.3 amended – Penalties.

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Section 106.3 Penalties is amended to read:

Any person, firm, or corporation violating a provision of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16, 1.20 and 1.24.

15.02.070 CMC Chapter 1, Division II Administration Section 107.0 deleted – Appeal Board.

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Section 108.0 Board of Appeals is hereby deleted

Chapter 15.12
PLUMBING CODE

Sections:

15.12.010 Title for citation.
15.12.020 Document adopted by reference.
15.12.030 Amendments to Uniform Plumbing Code.
15.12.040 CPC Chapter 1, Division II Administration Section 104.4.6 deleted – Retention of Plans
15.12.050 CPC Chapter 1, Division II Administration Section 104.5 amended – Fees.
15.12.060 CPC Chapter 1, Division II Administration Section 106.3 amended – Penalties.
15.12.070 CPC Chapter 1, Division II Administration Section 107.0 deleted – Appeals Board.
15.12.080 CPC Chapter 1, Division II Administration Section 108 added - Disconnection.
15.12.090 CPC Section 609.3 amended - Under Concrete Slab

15.12.010 Title for citation.

This chapter shall be known as the "plumbing code," may be cited as such and will be referred to in this chapter as "this code."

15.12.020 Document adopted by reference.

The Uniform Plumbing Code, 2021 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted,-except as hereinafter amended in this chapter.

15.12.030 Amendments to Uniform Plumbing Code.

The Uniform Plumbing Code (UPC) adopted herein by reference is hereby amended by the following additional deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2022 California Plumbing Code, (CPC) Title 24 of the California Code of Regulations.

15.12.040 CPC Chapter 1, Division II Administration Section 104.4.6 deleted – Retention of Plans.

Section 104.4.6 Retention of Plans is hereby deleted

15.12.050 CPC Chapter 1, Division II Administration Section 104.5 amended – Fees.

Section 104.5 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.12.060 CPC Chapter 1, Division II Administration Section 106.3 amended – Penalties.

Section 106.3 Penalties is amended to read:

Any person, firm, or corporation violating a provision of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16, 1.20 and 1.24.

15.12.070 CPC Chapter 1, Division II Administration Section 107.0 deleted – Appeals Board.

Section 107.0 Board of Appeals is hereby deleted

15.12.080 CPC Chapter 1, Division II Administration Section 108 added - Disconnection.

Section 108 Disconnection is added to read:

The building official is authorized to order discontinuance of utility service to any buildings or structure which has been declared by the building official to be unsafe to occupy. No person, firm or corporation shall reconnect or supply service to such building without first having received express authorization from the building official.

15.12.090 CPC Section 609.3 amended - Under Concrete Slab.

Section 609.3 is amended to read:

Water distribution systems shall not be installed under a concrete floor slab within a building.

Chapter 15.14
RESIDENTIAL CODE

Sections:

15.14.010 Title for citation.
15.14.020 Document adopted by reference.
15.14.030 Amendments to International Residential Code.
15.14.040 CRC Chapter 1, Division II amended – Title block.
15.14.050 CRC Chapter 1, Division II, Section 101.1 amended – Title
15.14.060 CRC Chapter 1, Division II, Section R102 amended - Applicability
15.14.070 CRC Chapter 1, Division II, Section 103 amended – Building and Safety.
15.14.080 CRC Chapter 1, Division II, Section R105 amended - Permits.
15.14.090 CRC Chapter 1, Division II, Section R107 deleted - Temporary Structures
15.14.100 CRC Chapter 1, Division II, Section R108 amended - Fees
15.14.110 CRC Chapter 1, Division II, Section R110 amended - Certificate of Occupancy
15.14.120 CRC Chapter 1, Division II, Section R112 deleted - Board of Building Appeals
15.14.130 CRC Chapter 1, Division II, Section R113 amended - Violations
15.14.140 CRC Chapter 1, Division II, Section R114.4 amended - Failure to comply
15.14.150 CRC Table R301.2(1) amended - Climatic and Geographic Design Criteria
15.14.160 CRC Section R403.1.3 amended – Seismic reinforcing.
15.14.170 CRC Section R902.1 amended - Roofing covering materials.

15.14.010 Title for citation.

This chapter shall be known as the "Residential Code," may be cited as such and will be referred to in this chapter as "this code."

15.14.020 Documents adopted by reference.

The International Residential Code, 2021 Edition, as amended and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, published by the International Code Council is hereby adopted together with Chapter 1 Division II, Administration.

15.14.030 Amendments to International Residential Code.

The International Residential Code adopted herein by reference is hereby amended by the following additional deletions and amendments thereto as set forth in this chapter. Reference numbers herein are taken from the 2022 California Residential Code (CRC), Title 24 of the California Code of Regulations.

15.14.040 CRC Chapter 1, Division II amended – Title block.

CRC Chapter 1, Division II, Title block shall be amended to read:

CHAPTER 1, DIVISION II

LIVERMORE RESIDENTIAL CODE ADMINISTRATIVE PROVISIONS

15.14.050 CRC Chapter 1, Division II, Section 101.1 amended – Title.

CRC Chapter 1, Division II, Section 101.1 is amended to read:

R101.1 Title. These provisions shall be known as the "Residential Code for One-and Two-family Dwellings of the "City of Livermore" and shall be cited as such and will be referred to hereinafter as "this code."

15.14.060 CRC Chapter 1, Division II, Section R102 amended - Applicability

Section R102.7 Existing Structures is amended to read:

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Livermore Property Maintenance Code or the Livermore Fire Code, or as deemed necessary by the building official for the general safety and welfare of the occupants and the public.

15.14.070 CRC Chapter 1, Division II, Section 103 amended – Building and Safety.

CBC Chapter 1, Division II, Section 103 is amended to read:

SECTION 103
BUILDING AND SAFETY DIVISION

103.1 Creation of enforcement agency.

The Building and Safety Division is hereby created and the official in charge thereof shall be known as the building official.

103.2 Appointment.
The building official shall be appointed by the city manager.

103.3 Deputies.

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official.

15.14.080 CRC Chapter 1, Division II, Section R105 amended - Permits.

R105.2 Work exempt from permits is amended to read:

Delete all reference to Electrical, Gas, Mechanical, and Plumbing repairs, appliances and fixtures. These items are addressed in the Livermore Electrical, Mechanical and Plumbing Codes.

Delete:

The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however that if any concealed trap, drainpipe, water, soil. Waste or vent pipe becomes defective, and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement of valves, pipes or fixtures.
R105.2.1 Emergency repairs is deleted

R105.2.2 Repairs is deleted

15.14.090 CRC Chapter 1, Division II, Section R107 deleted - Temporary Structures

R107 Temporary Structures is deleted

15.14.100 CRC Chapter 1, Division II, Section R108 amended- Fees

R108 Fees is amended to read:

Fees are to be set by resolution of the Livermore City Council.

15.14.110 CRC Chapter 1, Division II, Section R110 amended- Certificate of Occupancy

CRC Section R110.1 Use and Occupancy is amended to read:

Newly constructed one or two family dwellings shall not be used or occupied until the building official has issued a certificate of occupancy therefor provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

CRC Section R110.3 Certificate issued –amend to read:

After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the building and safety division, the building official shall issue a certificate of occupancy.

15.14.120 CRC Chapter 1, Division II, Section R112 deleted Board of Building Appeals

R112 Board of Appeals is deleted

15.14.130 CRC Chapter 1, Division II, Section R113- amended Violations

R113.2 Notice of violation is deleted

R113.3 Prosecution of violation is deleted

R113.4 Violation penalties is amended to read:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16, 1.20 and 1.24.

15.14.140 CRC Chapter 1, Division II, Section R114.4 amended - Failure to comply

CRC Section R114.4 Failure to comply is amended to read:

Any person who shall continue work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties prescribed in the Livermore Municipal Code Chapters 1.16, 1.20 and 1.24.

15.14.150 CRC Table R301.2(1) amended- Climatic and Geographic Design Criteria

Table R301.2(1) is amended to read:

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP[e]	ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	Speed[d] (mph)	Topographic effects[k]		Weathering[a]	Frost line depth[b]	Termite[c]					
0	85	No	D_0,D_1 D_2,	Negligible	12 inches	Very Heavy	32°	no	See FIRM	2%	58.7

15.14.160 CRC Section R403.1.3 amended – Seismic reinforcing.

The first paragraph of Section R403.1.3 is amended to read:

R403.1.3 Seismic Reinforcing. Concrete footings located in Seismic Design Categories D_0, D_1 and D_2, as established in Table R301.2(1), shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

In Seismic Design Categories D_0, D_1 and D_2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D_0, D_1 and D_2 masonry stem walls without solid grout and vertical reinforcing are not permitted.

Exception: In detached one- and two-family *dwellings* which are three stories or less in height and constructed with stud bearing walls, plain concrete footings without longitudinal reinforcement supporting walls and isolated plain concrete footings supporting columns or pedestals are permitted.

15.14.0170 CRC Section R902.1 amended - Roofing covering materials.

Section R902.1 is amended to read:

Roof coverings. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in Livermore. Roofing shall be tested and listed in accordance with UL790 or ASTM E 108.

Chapter 15.26
GREEN BUILDING STANDARDS CODE

Sections:

15.26.010 Title for citation.
15.26.020 Document adopted by reference.
15.26.030 Amendments to California Green Building Standards Code.
15.26.040 GBSC Section 202 amended - Definitions
15.26.050 GBSC Section 304.1.2 added – Alternate methods.
15.26.060 GBSC Section 4.106.1 amended – General.
15.26.070 GSBC Section 4.106.4 amended – Electric vehicle (EV) charging for new construction.
15.26.080 GBSC section 4.106.4.1 amended- New One- And Two-Family Dwellings and Townhouses with Attached Private Garages
15.26.090 GBSC section 4.106.4.2 amended-New Multifamily Dwellings, and New Residential Parking Facilities
15.26.100 GBSC section 4.106.4.2.1 Deleted-Multifamily Development Projects with Less Than 20 Dwelling Units: And Hotels and Motels with Less Than 20 Sleeping Units or Guest Rooms
15.26.110 GBSC section 4.106.4.2.2 deleted - Multifamily Development Projects With 20 or More Dwelling Units, Hotels and Motels With 20 or More Sleeping Units or Guest Rooms
15.26.120 GBSC section 4.106.4.2.2.1 amended - Electric Vehicle Charging Stations (EVCS)
15.26.130 GBSC section 4.106.4.2.2.1.1 amended - Location
15.26.140 GBSC section 4.106.4.2.2.1.2 amended – Electric Vehicle Charging Stations (EVCS) Dimensions.
15.26.150 GBSC section 4.106.4.2.2.1.3 deleted - Accessible EV Spaces
15.26.160 GBSC section 4.106.4.2.3 deleted - EV Space Requirements
15.26.170 GBSC section 4.106.4.2.4 deleted - Identification
15.26.180 GBSC section 4.106.4.2.5 deleted - Electric Vehicle Ready Space Signage
15.26.190 GBSC Section 4.106.5 added – All-electric Buildings
15.26.200 GBSC Section 4.106.5.1 added - New Construction
15.26.210 GBSC Section 4.106.5.2 added - Requirements for combustion equipment.
15.26.220 GSBC Section 5.106.5.3 amended – Electric vehicle (EV) charging.
15.26.230 GSBC Section 5.106.5.3.1 amended – EV capable spaces.
15.26.240 GSBC Section 5.106.5.3.2 amended – Electric vehicle charging stations (EVCS**)**
15.26.250 GSBC Section 5.106.5.3.3 amended - Use of automatic load management systems (ALMS).
15.26.260 GSBC Section 5.106.5.3.4 amended - Accessible EVCS
15.26.270 GSBC Section 5.106.13 added – All-Electric Buildings.
15.26.280 GSBC Section 5.106.13.1. added - New construction.

15.26.290 GSBC Section 5.106.13.2. added - Requirements for combustion equipment.

15.26.010 Title for citation.

This chapter shall be known as the "Green Building Standards Code," may be cited as such and will be referred to in this chapter as "this code."

15.26.020 Documents adopted by reference.

The Green Building Standards Code, 2022 Edition, as set forth in the California Building Standards Code (GBSC), Title 24 of the California Code of Regulations, published by the State of California is hereby adopted.

15.26.030 Amendments to the California Green Building Standards Code.

The Green Building Standards Code adopted herein by reference is hereby amended by the following additional deletions and amendments thereto as set forth in this chapter.

15.26.040 GBSC Section 202 amended - Definitions.

Section 202 is amended to add, amend, or delete the following definitions:

Section 202 is amended to add the following definitions:

AFFORDABLE HOUSING. Residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income.

ALL-ELECTRIC BUILDING. A building that contains no combustion equipment or plumbing for combustion equipment serving space heating (including fireplaces), water heating (including pools and spas), cooking appliances (including barbeques), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

COMBUSTION EQUIPMENT. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT. An equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

ELECTRIC HEATING APPLIANCE. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

FUEL GAS. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

DIRECT CURRENT FAST CHARGING (DCFC). A parking space provided with electrical infrastructure that meets the following conditions:

i. A minimum of 48 kVa (480 volt, 100-ampere) capacity wiring.

ii. Electric vehicle supply equipment (EVSE) located within three (3) feet of the parking space providing a minimum capacity of 80-ampere.

LEVEL 2 EV CAPABLE. A parking space provided with electrical infrastructure that meets the following requirements:

i. Conduit that links a listed electrical panel with sufficient capacity to a junction box or receptacle located within three (3) feet of the parking space.

ii. The conduit shall be designed to accommodate at least 8.3 kVa (208/240 volt, 40-ampere) per parking space. Conduit shall have a minimum nominal trade size of 1 inch inside diameter and may be sized for multiple circuits as allowed by the California Electrical Code. Conduit shall be installed at a minimum in spaces that will be inaccessible after construction, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits, and such additional elements deemed necessary by the Building Official. Construction documents shall indicate future completion of conduit from the panel to the parking space, via the installed inaccessible conduit.

iii. The electrical panel shall reserve a space for a 40-ampere overcurrent protective device space(s) for EV charging, labeled in the panel directory as “EV CAPABLE.”

iv. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

v. The parking space shall contain signage with at least a 12” font adjacent to the parking space indicating the space is EV Capable.

LEVEL 1 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 2.2 kVa (110/120 volt, 20-ampere) capacity wiring.

ii. A receptacle labeled “Electric Vehicle Outlet” or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 16-ampere.

iii. Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each parking space**.**

LEVEL 2 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 8.3 kVa (208/240 volt, 40-ampere) capacity wiring.
ii. A receptacle labeled “Electric Vehicle Outlet” or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 30-ampere.

LOW POWER LEVEL 2 EV READY. A parking space that is served by a complete electric circuit with the following requirements:

i. A minimum of 4.1 kVA (208/240 Volt, 20-ampere) capacity wiring.
ii. A receptacle labeled “Electric Vehicle Outlet” or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 16-ampere.
iii. Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each parking space.

Section 202 is amended to amend the following definitions:

AUTOMATIC LOAD MANAGEMENT SYSTEM (ALMS). A control system designed to manage load across one or more electric vehicle supply equipment (EVSE), circuits, panels and to share electrical capacity and/or automatically manage power at each connection point. ALMS systems shall be designed to deliver no less than 3.3 kVa (208/240 volt, 16-ampere) to each EV Capable, EV Ready or EVCS space served by the ALMS, and meet the requirements of California Electrical Code Article 625. The connected amperage to the building site for the EV charging infrastructure shall not be lower than the required connected amperage per California Green Building Standards Code, Title 24 Part 11.

ELECTRIC VEHICLE CHARGING STATION (EVCS). A parking space that includes installation of electric vehicle supply equipment (EVSE) at an EV Ready space. An EVCS space may be used to satisfy EV Ready space requirements. EVSE shall be installed in accordance with the California Electrical Code, Article 625**.**

Section 202 is amended to delete the following definitions:

ELECTRIC VEHICLE (EV) READY SPACE. [HCD]

ELECTRIC VEHICLE (EV) CAPABLE SPACE.

LEVEL 2 ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). [HCD]

LOW POWER LEVEL 2 ELECTRIC VEHICLE (EV) CHARGING RECEPTACLE. [HCD]

15.26.050 GBSC Section 304.1.2 added – Alternate methods.

Section 304.1.2 is added to read:

Alternate Methods. As an alternative to achieving compliance with the Green Building Standards Code requirements, a project may instead achieve compliance through; (i) the United States Green Building Council's Leadership in Energy and Environmental Design (LEED), (ii) Build It Green's Green Point Rating System; or (iii) another recognized and approved third party green building standards and rating system. Equivalency to the Green Building Standards Code shall be evaluated, detailed and certified by the design professional.

15.26.060 GBSC Section 4.106.1 amended – General.

Section 4.106.1 is amended to read:

General: Preservation and use of the available natural resources shall be accomplished through evaluation and careful planning to minimize negative effects on the site and adjacent areas. Preservation of slopes, management of storm water drainage and erosion controls shall comply with this section, and the provisions of the Stormwater Management and Control Program (Municipal Code chapter 13.45).

15.26.070 GSBC Section 4.106.4 amended – Electric vehicle (EV) charging for new construction.

Section 4.106.4 is amended to read:

4.106.4 Electric Vehicle (EV) Charging for New Construction

New construction shall comply with Section 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the *California Electrical Code*, Article 625. Signage for EVCS and EV Ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

Exceptions:

1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:

1.1. Where there is no local utility power supply, or the local utility is unable to supply adequate power.

1.2. Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may increase construction cost by an average of $4,500 per parking space for market rate housing or $400 per parking space for affordable housing. EV infrastructure shall be provided up to the level that would not exceed this cost for utility service.

2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities.

3. Multifamily residential R-2 building projects that have approved entitlements before the code effective date.

15.26.080 GBSC section 4.106.4.1 amended- New One- And Two-Family Dwellings and Townhouses with Attached Private Garages

Section 4.106.4.1 is amended to read:

One parking space provided per unit shall be a Level 2 EV Ready space. If a second parking space is provided, it shall be provided with a Level 2 EV Ready space.

Exception: Accessory Dwelling Units with new parking facilities shall provide one Level 2 EV Capable space.

Delete Exception and **sub-section 4.106.4.1.1 Identification**

15.26.090 GBSC section 4.106.4.2 amended-New Multifamily Dwellings, Hotels and Motels and New Residential Parking Facilities

Section 4.106.4.2 is amended to read:

4.106.4.2 New Multifamily Dwellings, Hotels and New Residential Parking Facilities

Fifteen percent (15%) of dwelling units with parking spaces shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Eighty-five percent (85%) of dwelling units with parking spaces shall be provided with a Low Power Level 2 EV Ready space. One DCFC may be substituted for up to five (5) EVCS to meet the requirements of 4.106.4.2.

EV Ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A. EVCS shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B.

15.26.100 GBSC section 4.106.4.2.1 deleted-Multifamily Development Projects with Less Than 20 Dwelling Units: And Hotels and Motels With Less Than 20 Sleeping Units or Guest Rooms

Section 4.106.4.2.1 is deleted

15.26.110 GBSC section 4.106.4.2.2 deleted - Multifamily Development Projects With 20 or More Dwelling Units, Hotels and Motels With 20 or More Sleeping Units or Guest Rooms

section 4.106.4.2.2 is deleted

15.26.120 GBSC section 4.106.4.2.2.1 amended - Electric Vehicle Charging Stations (EVCS)

Section 4.106.2.2.1 is amended to read:

Electric vehicle charging stations required by Section 4.106.4.2 shall comply with Section 4.106.4.2.2.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See California Building Code, Chapter 11B, for applicable requirements.

15.26.130 GBSC section 4.106.4.2.2.1.1 amended – Location

Section 4.106.4.2.2.1.1 is amended to read:

EVCS shall comply with at least one of the following options:

1. The charging space shall be located adjacent to an accessible parking space meeting the requirements of the California Building Code, Chapter 11A, to allow use of the EV charger from the accessible parking space.

2. The charging space shall be located on an accessible route, as defined in the California Building Code, Chapter 2, to the building.

Exception: Electric vehicle charging stations designed and constructed in compliance with the California Building Code, Chapter 11B, are not required to comply with Section 4.106.4.2.2.1.1 and Section 4.106.4.2.2.1.2.

15.26.140 GBSC section 4.106.4.2.2.1.2 amended – Electric Vehicle Charging Stations (EVCS) Dimensions

Section 4.106.4.2.2.1.2 is amended to read:

4.106.4.2.2.1.2 Dimensions

The charging spaces shall be designed to comply with the following:

1. The minimum length of each EV space shall be 18 feet (5486 mm).

2. The minimum width of each EV space shall be 9 feet (2743 mm).

3. One in every 25 charging spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet (3658 mm).

    a. Surface slope for this EV space and the aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction.

Exception: Where the City's Municipal or Zoning Code permits parking space dimensions that are less than the minimum requirements stated in this section 4.106.4.3.2, and the compliance with which would be infeasible due to particular circumstances of a project, an exception may be granted while remaining in compliance with *California Building Code* Section Table 11B-228.3.2.1 and 11B-812, as applicable.

15.26.150 GBSC section 4.106.4.2.2.1.3 deleted - Accessible EV Spaces

Section 4.106.4.2.2.1.3 is deleted

15.26.160 GBSC section 4.106.4.2.3 deleted - EV Space Requirements

Section 4.106.4.2.3 is deleted

15.26.170 GBSC section 4.106.4.2.4 deleted - Identification

Section 4.106.4.2.4 is deleted

15.26.180 GBSC section 4.106.4.2.5 deleted - Electric Vehicle Ready Space Signage

Section 4.106.4.2.5 is deleted

15.26.190 GBSC Section 4.106.5 added – All-electric Buildings.

Section 4.106.5 is added to read:

New construction buildings shall comply with Section 4.106.5.1 or 4.106.5.2 so that they do not use *combustion equipment* or are ready to accommodate installation of *electric heating appliances*.

15.26.200 GBSC Section 4.106.5.1 added - New Construction.

Section 4.106.5.1 is added to read:

New Construction: All newly constructed buildings shall be *all-electric buildings*.

Building additions, alterations, repairs, and tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of new construction shall be made by the local enforcing agency.

Exceptions:

1. Multifamily residential building projects that have approved entitlements before the effective date of this ordinance may install fuel gas for water heating systems serving multiple dwelling units. The applicant shall comply with Section 4.106.5.2.

2. Accessory Dwelling Units (ADUs) that are constructed on a lot with an existing residence that utilizes fuel gas.

3. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the local enforcing agency may grant a modification. The applicant shall comply with Section 4.106.5.2.

Inactive *Fuel Gas Infrastructure* may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive *Fuel Gas Infrastructure* shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the *Fuel Gas Infrastructure* is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The local enforcing agency shall have the authority to approve alternative materials, design and methods of construction or equipment per California Building Code Section 104.

15.26.210 GBSC Section 4.106.5.2 added - Requirements for combustion equipment.

Section 4.106.5.2 is added to read:

Where *combustion equipment* is allowed per Exceptions under 4.106.5.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an *electrical heating appliance* in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with “For Future Electrical Appliance”; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e “Reserved for Future Electric Range”), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

15.26.220 GSBC Section 5.106.5.3 amended – Electric vehicle (EV) charging.

Section 5.106.5.3 is amended to read:

5.106.5.3 Electric vehicle (EV) charging. Construction to provide electric vehicle infrastructure and facilitate electric vehicle charging shall comply with Section 5.106.5.3 and shall be provided in accordance with regulations in the *California Building Code* and the *California Electrical Code*. Accessible EVCS shall be provided in accordance with the *California Building Code Chapter 11B Section 11B-228.3.* For EVCS signs, refer to Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

Exceptions:

1. On a case-by-case basis where the local enforcing agency has determined compliance with this section is not feasible based upon one of the following conditions:

    a. Where there is no local utility power supply.

    b. Where the local utility is unable to supply adequate power.

    c. Where there is evidence suitable to the local enforcement agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 5.106.5.3, may increase construction cost by an average of $400 per parking space for non-profit organizations serving low-income, vulnerable, and/or underserved communities or $4,500 per parking space for all others. EV infrastructure shall be provided up to the level that would not exceed this cost for utility service.

2. Parking spaces accessible only by automated mechanical car parking systems are not required to comply with this code section.

15.26.230 GSBC Section 5.106.5.3.1 amended – EV capable spaces.

Section 5.106.5.3.1 is amended to read:

5.106.5.3.1 Nonresidential Occupancy Class B Offices, including mixed-class buildings that include Occupancy Class B Office space – Shared Parking Space.

Twenty percent (20%) of parking spaces shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Thirty percent (30%) of parking spaces provided shall be Level 2 EV Capable.

Delete table 5.106.5.3.1

15.26.240 GSBC Section 5.106.5.3.2 amended – Electric vehicle charging stations (EVCS)

Section 5.106.5.3.2 is amended to read:

5.106.5.3.2 Hotel and Motel Occupancies – Shared Parking Facilities.

New Construction. Five percent (5%) of parking spaces provided shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Twenty-five percent (25%) of parking spaces provided shall be Low Power Level 2 EV Ready space. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

15.26.250 GSBC Section 5.106.5.3.3 amended - Use of automatic load management systems (ALMS).

Section 5.106.5.3.3 is amended to read:

5.106.5.3.3 All Other Nonresidential Occupancies – Shared Parking Facilities.

New Construction. Ten percent (10%) of parking spaces provided shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.

15.26.260 GSBC Section 5.106.5.3.4 amended - Accessible EVCS.

Section 5.106.5.3.4 is amended to read:

5.106.5.3.4 Direct current fast charging stations. One DCFC may be substituted for up to five (5) EVCS to meet the requirements of 5.106.5.3.1, 5.106.5.3.2, and

5.106.5.3.3. Where ALMS serve DCFC stations, the power demand from the DCFC shall be prioritized above Level 1 and Level 2 spaces.

15.26.270 GSBC Section 5.106.13 added – All-Electric Buildings.

Section 5.106.13 is added to read:

5.106.13 All-electric buildings. New construction buildings shall comply with Section 5.106.13.1 or 5.106.13.2 so that they do not use *combustion equipment* or are ready to facilitate future electrification.

15.26.280 GSBC Section 5.106.13.1. added - New construction.

Section 5.106.13.1 is added to read:

New construction: All newly constructed buildings shall be *all-electric buildings*.

Building additions, alterations, repairs, and tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of new construction shall be made by the local enforcing agency.

Exceptions:

1. Nonresidential buildings containing kitchens located in a place of public accommodation, as defined in the California Building Code Chapter 2, may apply to the local enforcing agency for a modification to install *commercial food heat-processing equipment* served by *fuel gas*. The local enforcing agency may grant the modification if they find:
    a. A business-related need to cook with *combustion equipment*; and
    b. The need cannot be achieved equivalently with an *electric heating appliance*; and
    c. The applicant has installed energy efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
    d. The applicant shall comply with Section 5.106.13.2.

2. Laboratories, as defined in the California Building Code Chapter 2, may apply to the local enforcing agency for a modification to install *combustion equipment* served by *fuel gas.* The local enforcing agency may grant the modification if they find:
    e. A business, research, or educational-related need to use *combustion equipment*; and
    f. The need cannot be achieved equivalently with an *electric heating appliance*; and
    g. The applicant has installed energy efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
    h. The applicant shall comply with Section 5.106.13.2.

3. Hotels and motels with eighty or more guestrooms may utilize *fuel gas* in on-site commercial clothes drying equipment. The applicant shall comply with Section 5.106.13.2.

4. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the local enforcing agency may grant a modification. The applicant shall comply with Section 5.106.13.2

Inactive *Fuel Gas Infrastructure* may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive *Fuel Gas Infrastructure* shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the *Fuel Gas Infrastructure* is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The local enforcing agency shall have the authority to approve alternative materials, design and methods of construction or equipment per California Building Code Section 104.

15.26.290 GSBC Section 5.106.13.2. added - Requirements for combustion equipment.

Section 5.106.13.2 is added to read:

Where *combustion equipment* is allowed per exceptions under Section 5.106.13.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an *electrical heating appliance* in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with “For Future Electrical Appliance”; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e “Reserved for Future Electric Range”), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

LIVERMORE
CALIFORNIA

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

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of a Landscape Maintenance Agreement with Taylor Morrison, LLC, for landscape improvements located within North N Street right-of-way.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a Landscape Maintenance Agreement with Taylor Morrison, LLC for landscape improvements located within North N Street right-of-way. Tract Map 8358.

SUMMARY

Taylor Morrison of California, LLC (Developer) is nearing completion of Tract 8358 (Uptown Townhomes). Prior to tract acceptance of the project, the Developer is required to enter into a Landscape Maintenance Agreement with the City of Livermore (City) to provide the funding for the maintenance, operations, repair and replacement of landscape improvements located within North N Street right-of-way that were installed as part of the development.

DISCUSSION

On July 13, 2020, the City approved Tract 8358 to create 44 townhomes located on Chestnut Street at North N Street. The project included requirements to install public and private infrastructure to serve these new residential units. The project also included a requirement to install landscaping at the terminus of North N Street to both beautify the area and provide a buffer to the adjacent railroad tracks. A portion of this new landscaped area sits within the public right-of-way on North N Street. The remainder of the landscaping sits within the private area of the subdivision.

To ensure that the portion of the landscaping within the City right-of-way is properly maintained, the Developer was required to enter into a Landscape Maintenance Agreement with the City prior to tract acceptance. The proposed Landscape Maintenance Agreement (Exhibit A to the resolution) obligates the Developer to fund the maintenance, operations, repair and replacement of the portion of the landscaping within North N Street right of way.

The construction of the project is nearing completion and will be eligible for tract acceptance within the next couple of months. Approval of this landscape maintenance agreement will fulfill one of the conditions of approval for the project.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with this item.

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - Landscape Maintenance Agreement

Prepared by: Debbie Salgado
Senior Civil Engineer

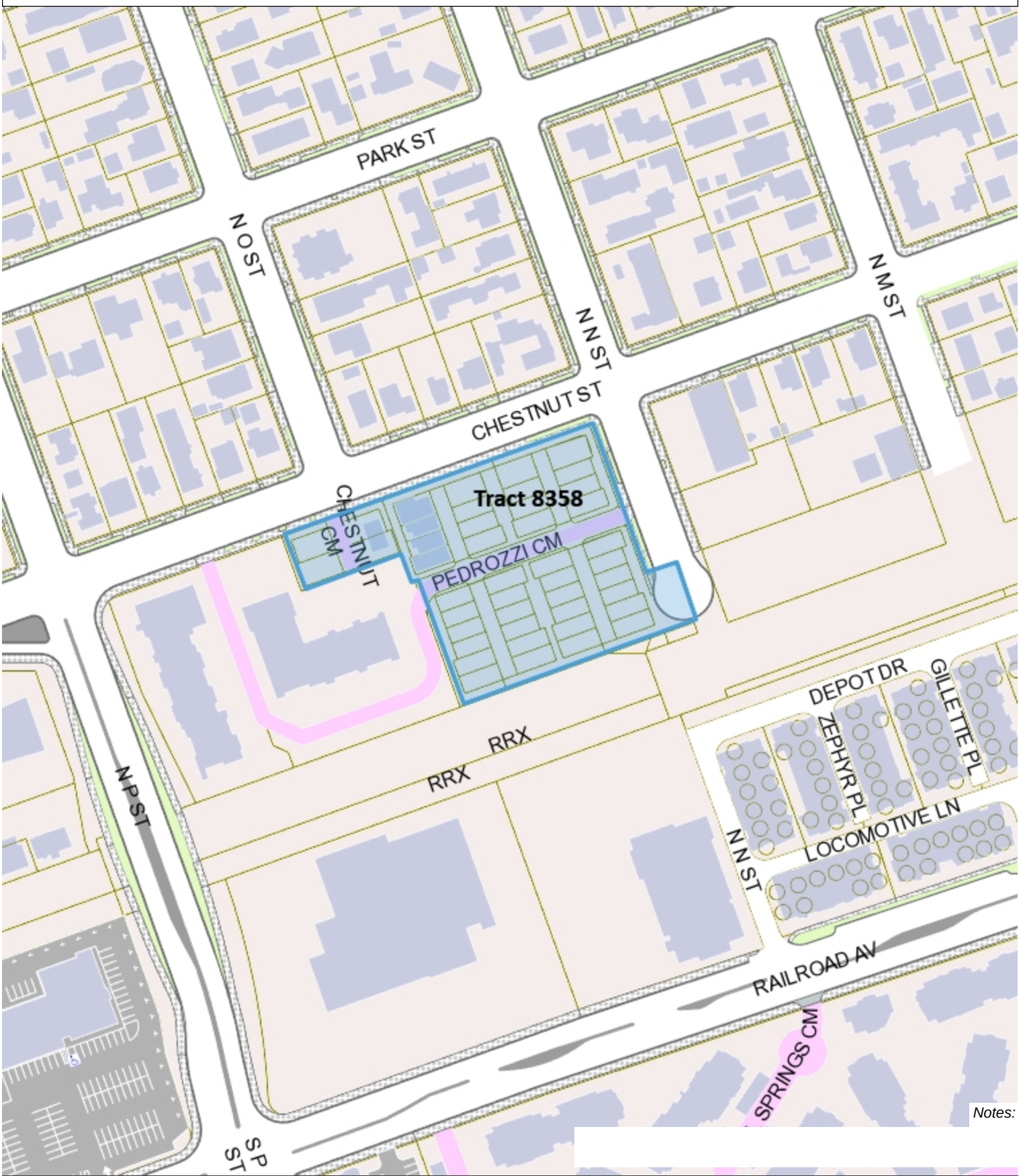
Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

City of Livermore



Notes:

333.3 0 166.67 333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 2,000

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

Prepared:

8/15/2022 4:21:25 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A LANDSCAPE MAINTENANCE AGREEMENT WITH TAYLOR MORRISON OF CALIFORNIA, LLC AS A CONDITION OF APPROVAL FOR FINAL TRACT MAP 8358

Taylor Morrison of California, LLC, has presented a Landscape Maintenance Agreement providing a mechanism for the maintenance of the landscape improvements as required as a condition of approval of Final Tract Map 8358, attached to this resolution as Exhibit A.

The City Engineer reviewed and approved the staff report which recommends approval of the Landscape Maintenance Agreement.

On May 13, 2019, the City Council adopted Resolution No. 2017-010, which, among other things, approved a Vesting Tentative Tract Map for 8358 and adopted a Mitigated Negative Declaration concerning the project in compliance with the requirements of the California Environmental Quality Act. Any potential impacts to the environment that may result due to approval of the Landscape Maintenance Agreement were considered as part of the environmental review approved by Resolution No. 2017-010.

The requirements of the California Environmental Quality Act have been satisfied with the approval of Resolution No. 2017-010.

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

1. The City Council approves the Landscape Maintenance Agreement, attached hereto as Exhibit A.

2. The City Council authorizes the City Manager to sign the agreement on behalf of the City of Livermore.

3. The City Council authorizes and directs the City Clerk to record the Landscape Maintenance Agreement with the County Recorder.

4. The City Manager is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed Landscape Maintenance Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 27, 2022, 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:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Landscape Maintenance Agreement

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

LANDSCAPE MAINTENANCE AGREEMENT

RECITALS

This Landscape Maintenance Agreement ("Agreement") is entered into this ____ day of _____, in the year 2022, by and between the City of Livermore ("**City**") and Taylor Morrison of California, LLC, a California Limited Liability Company ("Property Owner").

WHEREAS, the Property Owner, its administrators, co-owners, executors, successors-in-interest, heirs, assigns or any other persons, including any homeowners association (hereinafter referred to as "Property Owner") is the owner of real property for the residential development commonly known as Uptown, shown on the final map of Tract 8358 (the "Property") more particularly described in Exhibit A; and

WHEREAS, the Property Owner has proposed landscape improvements including but not limited to trees, shrubs, irrigation, and perimeter wire fence (hereinafter referred to as "**Landscape Improvements**"), which have been approved by City in the Subdivision Improvement Agreement entered into between the City and Property Owner on July 27, 2020, and recorded with the Alameda County Recorder's Office on August 6, 2020. Pursuant to the Subdivision Improvement Agreement, Property Owner is required to construct, maintain and create a funding mechanism for the maintenance of the Landscape Improvements.

WHEREAS, Property Owner is required to maintain the Landscape Improvements within a portion of public right of way located behind back of curb at the southern-most terminus of North N Street (collectively referred to as the "Landscape Maintenance Area') as more particularly described in Exhibit B.

WHEREAS, the City and the Property Owner have agreed that Property Owner or any successor in ownership to the Property, or homeowners association ("HOA") if applicable, shall be required to maintain all of the Landscape Improvements, within the Landscape Maintenance Area in accordance with the terms of this Landscape Maintenance Agreement.

NOW, THEREFORE, in consideration of the benefit received by the Property Owner as a result of the City's approval of the residential development located at Tract 8358, the

Property Owner and the City hereby covenants and agrees as follows:

SECTION 1: CONSTRUCTION OF LANDSCAPE IMPROVEMENTS

The Property Owner shall construct the Landscape Improvements within the Landscape Maintenance Area shown on Exhibit "B" in strict accordance with the Subdivision Improvement Agreement dated July 27, 2020, and the approved plans and specifications identified for the development and any other requirements thereto which have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria and other written direction.

SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY

This agreement shall serve as the signed statement by the Property Owner accepting responsibility for maintenance of the Landscape Improvements as set forth in this Agreement until the responsibility is legally transferred to another entity pursuant to the conditions of this Section. Before the Property is legally transferred or leased to another entity, the Property Owner shall provide to the City at least one of the following:

1) A signed statement from the City assuming post-construction responsibility for the Landscape Improvement maintenance and attesting that the Landscape Improvements are in strict compliance with the Subdivision Improvement Agreement dated July 27, 2020, and the approved plans and specifications identified for the development; or

2) Written conditions in a sales or lease agreement requiring a buyer or lessee to assume responsibility for the maintenance of the Landscape Improvements consistent with the provisions of this Agreement, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or

3) Written text in project conditions and covenants and restrictions (CCRs) for residential properties assigning responsibility for maintenance of the Landscape Improvements to the homeowners association; or

4) Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of the Landscape Improvements.

SECTION 3: MAINTENANCE OF LANDSCAPE IMPROVEMENTS

The Property Owner shall not destroy or remove the Landscape Improvements from the Property nor modify the Landscape Improvements in a manner that lessens their effectiveness or aesthetics as determined by the City, and shall, at its sole expense, adequately maintain the Landscape Improvements in good working condition as determined by the City and in accordance with the maintenance plan attached and incorporated herein as Exhibit "C" ("**Landscape Maintenance Plan**"). This includes street trees, shrubs, plantings being maintained in a healthy and weed free condition, not overgrown, and irrigation systems together with earth berms, slopes, curbs, root deflectors, decorative

paving, perimeter wire fence and concrete or wood appurtenances being maintained in good working condition. Adequate maintenance is herein defined as maintaining the described facilities and landscape in good condition so that these facilities and landscape continue to operate as originally designed and approved. The Maintenance Plan shall include a detailed description of and schedule for long-term maintenance activities.

SECTION 4: NECESSARY CHANGES AND MODIFICATIONS

At its sole expense, the Property Owner shall make changes or modifications to the Landscape Improvements within the Landscape Maintenance Area shown in (Exhibit "B") and/or the long-term Landscape Maintenance Plan (Exhibit "C") as may be determined as reasonably necessary by the City to ensure that all Landscape Improvements are properly maintained and continue to operate as originally designed and approved.

If the Property Owner desires to modify any Landscape Improvements in any way, the Property Owner shall submit the proposed modifications in writing, complete with plans, and a building permit application, if necessary, to the City for approval. Upon City's approval, any necessary modifications to this agreement shall be made and the modified agreement shall be signed, notarized and recorded.

SECTION 5: ACCESS TO THE PROPERTY

The Property Owner hereby grants permission to the City; and their authorized agents and employees to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess or observe the Landscape Improvement(s) in order to ensure that the Landscape Improvements are being properly maintained. This includes the right to enter upon the Property when the City has a reasonable basis to believe that a violation of this Agreement, is occurring, has occurred or threatens to occur. The City also has a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the Agreement or other written direction. The City shall provide reasonable notice to the Property Owner before entering the property.

SECTION 6: FAILURE TO MAINTAIN LANDSCAPE IMPROVEMENTS

Should the Property Owner fail to maintain the Landscape Improvements within the Landscape Maintenance Area shown on Exhibit B in good working condition, as determined by the City and in compliance with the Landscape Maintenance Plan attached as Exhibit C, the City may issue a written notice to the Property Owner specifying the required repairs and that such repairs shall be completed by the Property Owner within 30 days of such notice, unless otherwise extended in writing by the City.

Property Owner agrees that its failure to maintain any Landscape Improvement(s) in a timely manner per the written notice constitutes a public nuisance without further proof, and the City, with reasonable notice, may enter the Property and take whatever steps it deems necessary and appropriate to return the Landscape Improvement(s) to goodworking order. Such notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow the City to erect any structure of a

permanent nature on the Property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Landscape Improvement(s) and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 7: REIMBURSEMENT OF CITY EXPENDITURES

In the event the City, pursuant to the Agreement, performs work of any nature, including any reinspections or any actions it deems necessary or appropriate to return any Landscape Improvement(s) to good condition as indicated in Section 6, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof, for the costs incurred by the City hereunder. If these costs are not paid within the prescribed time period, the City may assess the Property Owner the cost of the work and any applicable penalties by following the same procedures, other than adopting an ordinance, set forth in Government Code Section 38773.5. Said special assessment shall be a lien against the Property, or may be placed on the property tax bill and collected as ordinary taxes by the City. The actions described in this section are in addition to and not in lieu of any and all legal remedies as provided by law, available to the City as a result of the Property Owner's failure to maintain any Landscape Improvement(s).

SECTION 8: INDEMNIFICATION

The Property Owner shall indemnify, hold harmless and defend the City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including all attorney fees claimed or which might arise or be asserted against the City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the Landscape Improvements by the Property Owner or the City, including inverse condemnation. In the event a claim is asserted against the City, its authorized agents, officers, officials or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents, officers, officials or employees shall be allowed, the Property Owner shall pay for all such costs and expenses. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed which arise due solely to the negligence or willful misconduct of the City.

SECTION 9: NO ADDITIONAL LIABILITY

It is the intent of this Agreement to ensure the proper maintenance of the Landscape Improvements by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or be caused by the Landscape Improvements or maintenance of the Landscape Improvements.

SECTION 10: TRANSFER OF PROPERTY

This Agreement shall run with the title to the land. The Property Owner further agrees that whenever the Property is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement which shall apply to, bind and be obligatory to, all present and subsequent owners of the Property.

SECTION 11: SEVERABILITY

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Property Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

SECTION 12: RECORDATION

This Agreement shall be recorded by the Property Owner, or by the City by mutual agreement, within 30 days after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Alameda, California at the Property Owner's expense. If Property Owner does not record within the 30 day time period, City may record this Agreement at any time pursuant to this Section at the expense of Property Owner.

SECTION 13: RELEASE OF AGREEMENT

In the event that the City determines that the Landscape Improvements located on the Property are no longer required, then the City, at the request of the Property Owner shall execute a release of this Agreement, which the Property Owner, or the City by mutual agreement, shall record in the County Recorder's Office at the Property Owner's expense. The Landscape Improvements shall not be removed from the Property unless such a release is so executed and recorded.

SECTION 14: EFFECTIVE DATE AND MODIFICATION

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the City and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 15: ACTIONS TO ENFORCE

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, in addition to any other relief to which they may be entitled.

SECTION 16: AGREEMENT BINDS SUCCESSORS

This Agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this Agreement. This Agreement shall be recorded in the Official Records of Alameda County.

SECTION 17: NOTICE

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: City Engineer
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

TO PROPERTY OWNER: Jennifer Skillings
Taylor Morrison of California, LLC
2603 Camino Ramon, Suite 450
San Ramon, CA 94583

Either party may change such address or contact person by written notice by registered mail to the other.

****

Signatures and Attachment List on the Next Page

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.

PROPERTY OWNER:
Taylor Morrison of California, LLC

_____

Jennifer Skillings
Title: Vice President
2603 Camino Ramon, Suite 450
San Ramon, CA 94583

Dated:

8/19/22

CITY OF LIVERMORE:

Dated:

Marianna Marysheva, City Manager

(ALL SIGNATURES NEED TO BE NOTARIZED)

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments:

Exhibit A - Property Description
Exhibit B – Landscape Maintenance Area
Exhibit C – Landscape Maintenance Plan

EXHIBIT "A"

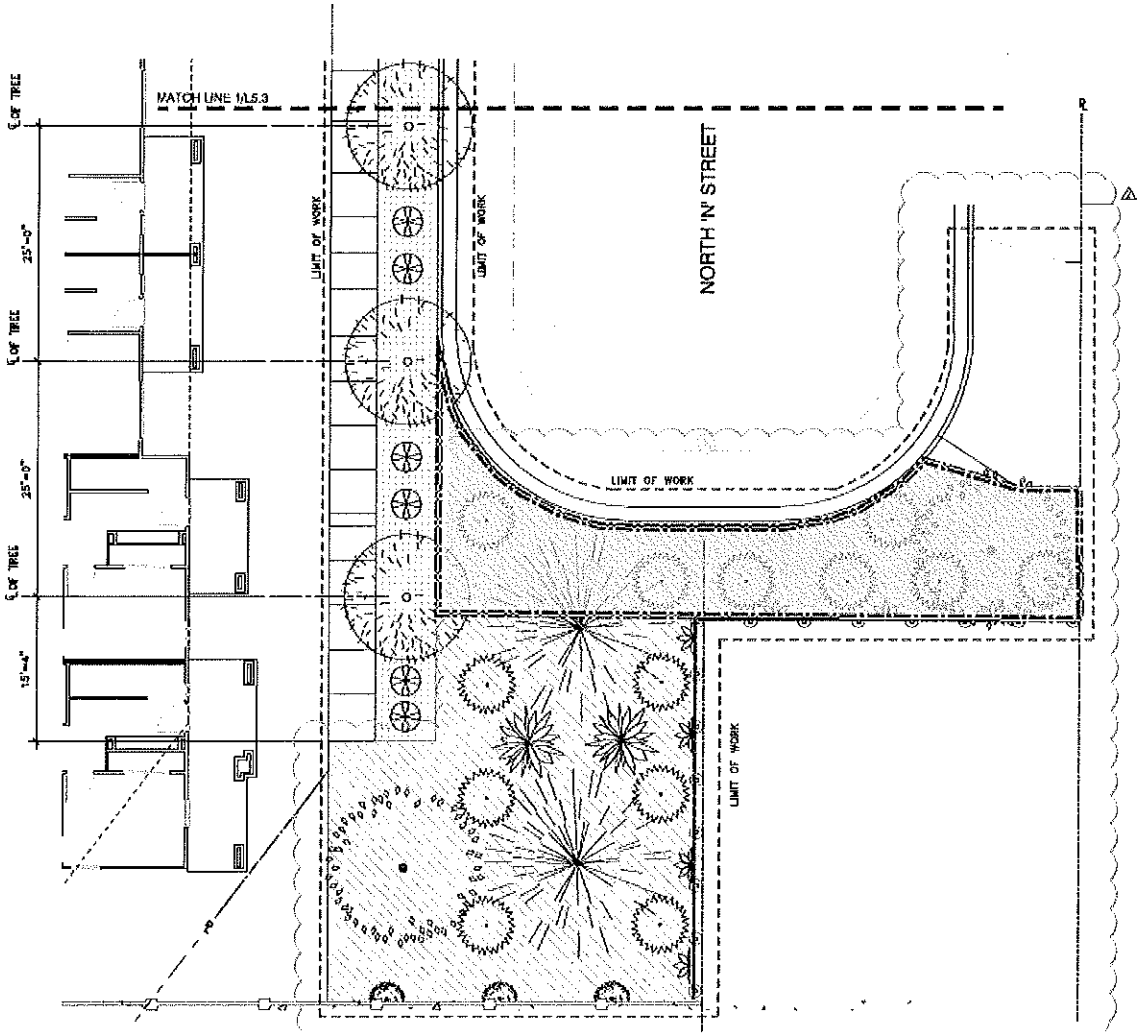
UPTOWN (CHESTNUT SQUARE) TRACT 8358 LEGAL DESCRIPTION

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

All portions of Tract 8358, filed for record August 6, 2020 in Book 363 of Maps at pages 29 through 32, Alameda County.

EXHIBIT "B"

LANDSCAPE MAINTENANCE AREA



TRACT 8358 – UPTOWN
OFF-SITE IMPROVEMENTS
LANDSCAPE PLANTING PLAN

2022-076 JLH/KDC

EXHIBIT C

GENERAL REQUIREMENTS

All planted areas shall receive routine maintenance necessary to maintain plants in a healthy and safe habit. Maintenance activities should promote plants to grow in their natural shape and form of the particular plant species.

Unless otherwise agreed upon, all maintenance activities are expected to be performed on a routine basis in accordance with the Landscape Maintenance Specifications. It is the property owner's responsibility to ensure that sufficient resources are committed to achieve all the maintenance objectives.

After each maintenance service, all areas must be free of litter and debris (dead plant materials, downed limbs, rocks, dirt, glass, rubbish, and trash) at all times. Litter shall not be allowed to remain on the site and shall be removed during each maintenance cycle.

Repairs to landscaped areas caused by vandalism, automobile accidents and natural events shall be conducted on an as-needed basis.

IRRIGATION MAINTENANCE

All irrigation shall be controlled, scheduled, and operated by the Property owner or their contractor.

PESTS, DISEASE AND WEED CONTROL

Landscaped areas are to be generally maintained to be free of diseases, insects, weeds, and other pests detrimental to plant growth.

Property owner is responsible for controlling weed growth and removing weeds as part of the routine maintenance program. Areas planted with "natural grasses" shall be maintained in a rustic and natural condition. Once the grasses have completely developed seed heads, the areas are to be "dead headed". Grasses are to be cut mechanically annually to a height of approximately six (6) inches. Grasses shall be mechanically trimmed.

GROUND COVER EDGING AND TRIMMING OPERATIONS

All ground cover plantings, including red fescue areas, shall be trimmed or removed away from hard surfaces, header boards, shrubs, trees, site furnishings and appurtenances, and utility boxes/structures. Ground cover plantings shall be trimmed in a manner that allows trees, shrubs and other plants to grow in a healthy and vigorous manner. Generally, there shall be clearance of at least twelve (12) inches from the base of a tree and sufficient spacing to allow other plant material to grow vigorously. Ground cover should not be maintained in a manner that allows the plant to grow or climb into shrubs, trees, fences or other areas, unless approved by the City. Ground cover shall not be allowed to mature in height and shall be "headed back" routinely in order to maintain the intended look of the landscaped area.

Ground cover plantings shall be trimmed routinely to maintain a uniform and consistent appearance, shall not be allowed to grow onto paved areas or extend over the curb, and shall be trimmed and edged around irrigation heads to allow uniform irrigation coverage.

Deciduous ground cover plantings and red fescue shall be trimmed annually.

SHRUB AND TREE PRUNING

Pruning operations shall promote the desired appearance, natural shape of the plant species and enhance the health of the plant material whenever possible. Note that pruning functions for a manicured area will be different than those for a naturalistic landscape. Also, individual plants or groups of plants within a site may be intended to appear differently. The intent of this specification is not to promote the contractor to complete any tree maintenance work. The property owner is encouraged to confer with the City's representative whenever there is a question about how pruning activities should be completed.

All pruning shall comply with established pruning practices and current International Society of Arboriculture (ISA) standards. Non-compliance with the instructions as set forth by the City or the current ISA standards will result in default inspections and fees.

Any debris generated during pruning operations shall be disposed by the property owner at the end of the day, each day any pruning is completed.

SHRUBS

The property owner shall provide a complete and properly managed shrub pruning program. Although shearing may be necessary, it is to be completed only if approved by the City. When planted in masses, shrubs shall be allowed to grow together in order to completely fill in the planting area.

Plants should not be sheared into formal shapes either "squared", "gumdrop" or "gumball" shapes. Shearing shall only be done to maintain a neat, uniform appearance and to keep shrubs growing within intended spaces.

If the plants are improperly sheared, the property owner shall provide selective hand pruning to regenerate new plant parts, eliminate dense plant crowns, and encourage the development of more balanced plant growth.

TREES

Trees shall be pruned to provide ten (10) feet of clearance over sidewalks and walkways and twelve (12) feet over streets and curbs. All pruning shall conform to current ISA standards.

The property owner is responsible for routinely trimming any "suckers", "water sprouts", or damaged, diseased, or dead tree branches up to a height of eight (8) feet, during routine maintenance cycles.

GENERAL MAINTENANCE REQUIREMENTS

Property owner shall provide a general clean up of all areas in conformance with the service levels proposed by the property owner in the proposal submitted to the City or other proposed service levels approved in writing by the City.

Property owner shall adhere to the weekly work schedule submitted to the City designating the locations where work will be performed and the activities that will be completed.

Trash and Debris Removal

The property owner shall provide for regular pick-up and disposal of debris such as litter, grass clippings, leaves, branches, and dead plant materials. Method of cleaning shall be by hand, use of rakes, and where appropriate, aided by gasoline powered blower units. Particular attention shall be given to turf areas, shrub and flower beds, fence lines, parking lots, and walkways. This operation shall be completed during every site visit.

Property owner is responsible for removal of debris accumulated over the winter from all shrub beds, turf areas, groundcover beds, gravel beds, and flower beds. Property owner is required to remove all leaf and litter debris that accumulates on the turf and in all shrub, groundcover, and flower beds. All collected litter and debris, as defined in the General Requirements section, shall be disposed following the City's refuse collection guidelines and any municipal, county, or state codes that apply.

Clean-Up of Walks and Curb Lines

The property owner shall remove all debris that accumulates in and along all walkways, curb lines, gutters and continuous roadways. Method of cleaning may be by hand or vacuum. All debris shall be disposed of properly by the property owner.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Contra Costa)

On August 19, 2022 before me, J. J. Ahlberg, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)
Jennifer Skillings,

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

J. J. AHLBERG
Notary Public - California
Contra Costa County
Commission # 2396590
My Comm. Expires Apr 6, 2026

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Uptown - Landscape Maintenance Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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LIVERMORE
CALIFORNIA

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

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing execution of an agreement with Savant Solutions Inc. for replacement of the City's computer network firewall hardware and support services in an amount not-to-exceed $275,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of an agreement with Savant Solutions Inc. for replacement of the City of Livermore's (the City) computer network firewall hardware and support services in an amount not-to-exceed $275,000.

SUMMARY

The City's computer network primary firewall, a critical part of the data security system, has reached the end of its useful life and will no longer be supported by the manufacturer. Further, the City's current firewall does not support the technology needed to safely enable remote access, requiring its replacement with more advanced technology.

Staff recommends Savant Solutions to replace the City's outdated firewall hardware with a state of the art hardware and cloud-based firewall system.

DISCUSSION

The City's primary firewall is an essential component of the City Council's Modernization, Training, and Workplace Enhancements priority as it is required for remote access to the City's systems. Unfortunately, the City's current firewall does not support the technology needed to safely enable remote access, requiring its replacement with more advanced technology.

Staff selected Palo Alto Networks, the hardware and cloud-based solution vendor, after reviewing several options to upgrade the firewall system. These options included upgrading to the latest version of the current provider and moving to an entirely cloud-based solution that required no specialized hardware for connectivity. The differences in cost were minimal, so staff based its decision on the following factors:

- The availability of trained staff for each platform, and
- The rating received by the Gartner Magic Quadrant report for firewalls

The Gartner report is a well-respected, independent organization that reviews technology vendors and ranks them to determine the best value to the customer. Palo Alto Networks met all the City's criteria in these areas and is highly ranked by Gartner.

City staff selected Savant Solutions Inc. to provide the Palo Alto Networks firewall hardware and services through the National Association of State Procurement Officials (NASPO) statewide agreement. The NASPO agreement is a competitively bid contract that meets the City's purchasing guidelines. NASPO agreement prices are pre-negotiated and require providers to match or beat the listed pricing for hardware or installation services. Savant Solutions Inc. is an authorized reseller of Palo Alto Networks hardware and installation services. All billing, services, and hardware will be provided by Savant Solutions Inc.

Most hardware vendors do not sell directly to the end-user, the City engages with resellers who commit to using the City's preferred purchasing contracts such as NASPO. In this case, the vendor provides pricing lower than the published NASPO state contract price schedule already accepted by the City's purchasing policy. As such, staff recommends purchasing the Palo Alto Networks firewall hardware and software described in more detail below from Savant Solutions Inc.

The City's current firewall consists of several stand-alone devices that have reached the end of their useful life and will no longer be supported by the manufacturer. It is the City's only piece of technology from this vendor from the previous generation of hardware.

There are several different models of firewall technology in use throughout the City, which creates support challenges as each platform requires specific training and skillsets to maintain. Multi-firewall environments benefit significantly from a homogeneous system design by reducing the complexity of integrating different vendors and allowing for a higher level of functionality when interconnecting networks.

Modern firewall design takes advantage of the power of distributed computing, also known as cloud technologies, by utilizing a newer framework called Secure Access Service Edge (SASE). A SASE solution delivers wide area network (WAN) and security controls as a cloud computing service directly to the source of connection (user, device, branch office, Internet of things (IoT) device, or edge computing location) rather than a data center. As a result, all connections made off-site will leverage the power of the City's cloud-based firewall system regardless of the endpoint.

This design reduces the need for higher-end, expensive, and complicated firewalls at each location by utilizing cloud-based services to provide scalable computing horsepower. As the demand for firewall services grows through expansion and heavy use, the new system automatically scales at no additional cost to the City.

FISCAL AND ADMINISTRATIVE IMPACT

The not-to-exceed amount for procurement and deployment of the new firewall solution is $275,000 over three years including a 10% contingency. All costs associated with this purchase order will be paid for

from the General Fund and are included in the current Cybersecurity Division's budget.

After the third year, the costs will need further review as software costs generally rise 10% on average every year. The City eliminates this yearly increase in support costs for the initial three-year period by paying for all three years upfront. Based on current prices, the estimated annual cost to the city after year three is approximately $51,000 per year, which covers the cost of licenses and ongoing support. The hardware lifespan is 7 to 10 years, and IT staff will evaluate it for replacement after year six.

Staff expect to reduce the number of training classes necessary to maintain the system as the number of different platforms diminishes. In addition, the City's IT team will manage the City's firewall infrastructure as a single cloud service instead of each location configured as a custom solution.

ATTACHMENTS

1. Resolution
2. Exhibit A - Savant Solutions Inc Agreement

Prepared by: Steve Rodriguez
IT Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SAVANT SOLUTIONS, INC., FOR REPLACEMENT OF COMPUTER NETWORK FIREWALL HARDWARE IN AN AMOUNT NOT-TO-EXCEED $275,000

The City of Livermore's ("City") primary computer network firewall has reached the end of its useful life and will no longer be supported by the manufacturer. It is also an essential component of the City Council's Modernization, Training, and Workplace Enhancements as the firewall provides remote connectivity for staff.

The City has selected Savant Solutions, Inc. to provide the firewall hardware and support services, through the National Association of State Procurement Officials (NASPO) statewide agreement.

The City uses a Palo Alto Networks firewall in the Police Department and this purchase is an expansion of this security framework into City Hall and the Library.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it authorizes the City Manager to execute a three-year professional services agreement with Savant Solutions, Inc., attached hereto as Exhibit A, in an amount not-to-exceed $275,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 27, 2022, 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:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Savant Solutions, Inc. Agreement

RESOLUTION NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the City of Livermore ("City"), a municipal corporation, and Savant Solutions, Inc. ("Consultant"), a Wyoming corporation.

RECITALS

City requires professional services to install and configure a Palo Alto Firewall device to replace the City's current firewall solution.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

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

1. Retention as Consultant. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

To install and configure a Palo Alto Firewall device to replace the City's current firewall solution

4. Consultant's Responsibilities. Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Steve Rodriguez, IT Manager ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

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

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $275,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on September 26, 2022, and terminates upon the completion of the Services or September 25, 2025, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require

access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Steve Rodriguez, IT Manager
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Caleb Kwong
Savant Solutions, Inc.
1030 G Street
Sacramento, CA 95814

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Attachment List on the Next Page

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

CONSULTANT:

By: Caleb Kwong
Title: CEO

Dated: 8/2/2022

CITY OF LIVERMORE:

Marianna Marysheva
City Manager

Dated:

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

Scope of Work

Summary

The City of Livermore is looking to migrate their Checkpoint firewalls to a Palo Alto Networks PA-3410 Firewall in High Availability. The subscriptions we'll be using is DNS Security, Threat Prevention, URL Filtering, and Wildfire security. The virtual Panorama will be used to help extend log retention for the PA-3410 locally. The City of Livermore is also going to use Prisma Access to provide remote secure access for 200 users.

Project Plan

Internet failover - Comcast and TW
NAT's policies - 10 (9 static and 1 dynamic)
IPSEC tunnels - 2 site-to-site and up to 50 remote access.
4 profiles for east-west traffic
AD integration for Management Auth
SSL Decryption – Customer deploys cert

- Multiple policies for different user groups
- At least 6 content filtering policies

Prisma Access implementation provided by Palo Alto Networks.
Networking Documentation to be provided
Knowledge transfer

Cost

Estimated 80 hours for this project.
Daily rate - $2,000.00/day - $20,000.00
Project management - $2,000.00

Agreement

The statement of work shall not be treated as a detailed and/or step by step "project plan". All required and detailed information that would be otherwise included in a "project plan" shall be discussed and documented by Savant Solutions engineer and the City of Livermore's lead project manager during the initial project meeting as required and necessary.

Agreed upon by City of Livermore and Savant Solutions, Inc.

_____
Caleb Kwong, CEO <Date>
Savant Solutions, Inc.

_____
<Name> <Title> <Date>
City of Livermore

SAVANT SOLUTIONS
Your Trusted IT Advisor

1030 G St.
Sacramento, CA 95814
(916) 836-8182
sales@savantsolutions.net

Quote# SR-032222-1

Date: 3/22/22
Terms: NET30
FOB: Destination
Valid for: 30 days
Shipping: Ground

Bill To

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

Ship To

City of Livermore
Attn: Steve Rodriguez
1052 S. Livermore Ave.
Livermore, CA 94550
Phone:

Line #	Part No.	Description	Qty	Unit Price	Ext. Price	NASPO Pricing
1	PAN-PA-3410	Palo Alto Networks PA-3410 with redundant AC power supplies	2	$13,640.00	$27,280.00	$21,280.00
2	PAN-PA-3410-DNS-3YR-HA2	DNS Security subscription 3 year term for device in an HA pair, PA-3410	2	$9,000.00	$18,000.00	$11,730.00
3	PAN-PA-3410-TP-3YR-HA2	Threat prevention subscription 3 year term for device in an HA pair, PA-3410	2	$9,000.00	$18,000.00	$11,730.00
4	PAN-PA-3410-WF-3YR-HA2	WildFire subscription 3 year term for device in an HA pair, PA-3410	2	$9,000.00	$18,000.00	$11,730.00
5	PAN-PA-3410-ADVURL-3YR-HA2	Advanced URL Filtering Subscription, 3-year, PA-3410 HA Pair	2	$12,000.00	$24,000.00	$17,340.00
6	PAN-SVC-PREM-3410-3YR	Premium support 3-year prepaid, PA-3410	2	$12,933.00	$25,866.00	$12,933.00
7	PAN-T-S-PLUS-SR	SFP+ form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF, duplex LC, IEEE 802.3ae 10GBASE-SR compliant	4	$600.00	$2,400.00	$1,384.00
8	PRO-SERV	Savant Professional Services - Migration from Checkpoint to PAN	1	$22,000.00	$22,000.00	
9	PAN-PRISMA-ACCESS-MU-LCL-ENTERPRISE	Prisma Access Mobile User Local Enterprise Edition includes private app access and outbound internet security for mobile users, premium security subscription, 5 service locations, 2 service connections	200	$82.00	$16,400.00	$102.00
10	PAN-PRISMA-ACCESS-PREM-SUCCESS	Prisma Access Premium Success	1	$4,400.00	$4,400.00	$4,920.00
11	PAN-CONSULT-ACCESS-QUICKSTART-MOB	QuickStart Service for Prisma Access Mobile Users ZTNA SIG	1	$14,900.00	$14,900.00	$14,900.00
12	PAN-CDL-1TB-BKLN	Cortex Data Lake with 1TB of storage, 1-year, includes Partner Premium Support	1	$1,600.00	$1,600.00	$1,700.00
13	PAN-PRA25	Panorama central management software, 25 devices	1	$5,405.00	$5,405.00	$8,600.00
14	PAN-SVC-PREM-PRA25	Premium support year 1, Panorama 25 devices	1	$1,746.00	$1,746.00	$1,746.00
		Prisma Year 2 & 3 & Panorama = $48,292				
		Total TCO = $251,331.20				

Subtotal:			$199,997.00
Tax: 10.25%			$3,042.20
Credit:			$0.00
Shipping:			$0.00
Total:			$203,039.20

Notes: NASPO Contract AR3229

Thank you for giving Savant Solutions the opportunity to support you!
Each order helps supports a non-profit in need.

www.SavantSolutions.net

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $2,000,000 per occurrence/**$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Cyber and Professional Liability/Errors and Omissions:
   $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant/Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability

arising out of activities performed by or on behalf of the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

LIVERMORE
CALIFORNIA

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

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution awarding and authorizing execution of an agreement with Cazadoro Construction, for construction of the 2022 Stream Maintenance by Contractors Project 2022-23, which involves maintenance and flow conveyance improvements in the Arroyo Las Positas in Springtown, downstream of the Heather Lane culvert bridge, in an amount not-to-exceed $288,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Cazadoro Construction, in an amount not-to-exceed $288,000, for construction of the 2022 Stream Maintenance by Contractors Project 2022-23, which involves maintenance and flow conveyance improvements in the Arroyo Las Positas in Springtown, downstream of the Heather Lane culvert bridge.

SUMMARY

The 2022 Stream Maintenance by Contractors project involves maintenance and flow conveyance improvements in the Arroyo Las Positas in Springtown, downstream of the Heather Lane culvert bridge. Work includes sediment and debris removal and vegetation management. The project also includes vegetation management and debris removal at Collier Canyon Creek near Las Positas College. Three bids were received on August 24, 2022. Staff recommends the City Council award and authorize a construction contract with Cazadoro Construction, the lowest responsible and responsive bidder, and authorize the City Manager to sign the agreement.

DISCUSSION

Dense vegetation and sediment have built up in the Arroyo Las Positas in Springtown between Heather Lane and Bluebell Ave. This impedes heavy flows through this section of the stream. During heavy rainfall events in October of 2021, the section of the creek upstream and downstream of the Heather Lane bridge box culvert backed-up with stormwater and caused flooding onto Heather Lane and Quince Court. With approval of environmental agencies through the City of Livermore (City) Stream Maintenance Program permits, the Collections Section of the Water Resources Division cleared a portion of sediment

directly downstream of the culvert bridge to help prevent flooding during the remainder of the 2021 rainy season.

The City's design consultant, Schaaf & Wheeler, prepared plans and specifications to remove more sediment directly downstream of the culvert bridge and to also construct a low flow channel along the north bank just past Quince Court. The plans also include vegetation management and debris removal at two areas of the stream. This work will allow water to flow more easily through this stream reach, discourage future sedimentation, and help prevent flooding during future storm events. This project also includes vegetation and debris management at Collier Canyon Creek near culverts at Collier Canyon Road on the east and west side of Collier Canyon Road. These projects are part of the 2022 Stream Maintenance Program work plan.

Staff advertised the project on August 1, 2022 and opened bids on August 24, 2022. The City received three bids for the project. The lowest responsible and responsive bid was received from Cazadoro Construction for $288,000. Cazadoro Construction is based in San Francisco, CA and has worked on similar projects for the City of Half Moon Bay and the Alameda County Flood Control and Water Conversion District. Staff has checked references for Cazadoro Construction and has found them satisfactory.

The following is a list of bids received and the Engineer's Estimate for the project:

2022 Stream Maintenance by Contractors Project 202223 Bid Results

Contractor	Location	Bid Amount
Cazadoro Construction	San Francisco	$288,000
Innovative Construction Solutions	Concord	$371,283
McNabb Construction	Lafayette	$383,383
Engineer's Estimate		$330,000

In accordance with Livermore Municipal Code, Section 2.68.560B the City Manager can authorize change orders up to a cumulative amount of $50,000.

FISCAL AND ADMINISTRATIVE IMPACTS

The construction contract award amount is $288,000. Funding for this agreement, change orders, inspections, project management, and other project costs are included in the project budget for the 2022 Stream Maintenance by Contractor Project 2022-23, the FY 2021-23 Capital Improvement Plan, and no additional funding is needed. The project is funded with Surplus Assessment District (AD) Closeout Fund 698. This repair project will not increase operation and maintenance costs.

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Agreement

Prepared by: Edward Reyes
Assistant Civil Engineer

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



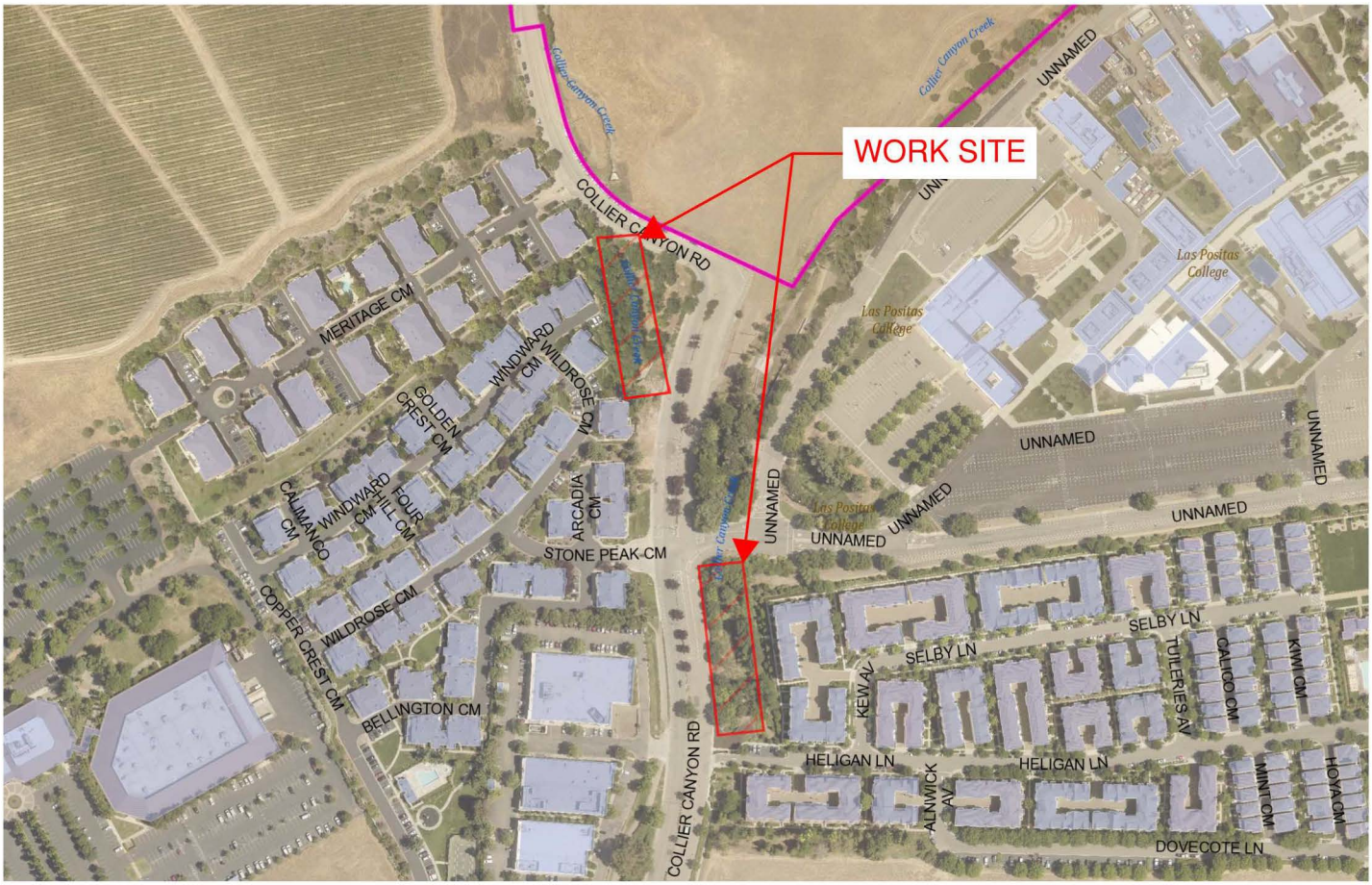
Tina Olson
Administrative Services Director

LOCATION MAP

ATTACHMENT 1



SPRINGTOWN



COLLIER CANYON RD

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH CAZADORO CONSTRUCTION IN AN AMOUNT NOT-TO-EXCEED $288,000

(2022 Stream Maintenance by Contractors Project 2022-23)

The City of Livermore advertised on Aug. 1, 2022, and opened bids on Aug. 24, 2022, for Construction of the 2022 Stream Maintenance by Contractors Project 2022-23 ("Project").

City staff recommends awarding the project to Cazadoro Construction, the lowest responsible and responsive bidder for the Project.

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

1. Authorizes the City Manager to execute an agreement, attached hereto as Exhibit A, with Cazadoro Construction, in an amount not-to-exceed $288,000, for construction of the 2022 Stream Maintenance by Contractors Project 2022-23;

2. Rejects all other bids or proposals; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 27, 2022, 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:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A- Agreement with Cazadoro Construction

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and Cazadoro Construction, a California corporation("Contractor") for work on the 2022 Stream Maintenance by Contractors Project 202223("Project").

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 2022, as part of Resolution No. _____, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

This Contract consists of all of the written representations and submissions made by Contractor as part of the Bid process and the following numbered and un-numbered component documents, as detailed on the table of contents of this Agreement:

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond);

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

m. And the following: No other documents

3. Contractor's Obligations.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor Two Hundred Eighty-eight Thousand Dollars ($288,000) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within 15 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline**."). For this project, the Contractor shall also incorporate two number of average anticipated inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

5.2. Final Completion

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of the Project Work within 5 Working Days after the date of substantial completion. ("**Final Completion Deadline**.")

5.3. Early Completion.

By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages.

If Contractor fails to meet either the Substantial Completion Deadline or the Final Completion Deadline, City may assess liquidated damages according the provisions in

the General Conditions of the Contract Documents in the following amounts for each day of Unexcused Delay, and the Contract Price shall be reduced accordingly.

6.1. Substantial Completion Deadline: One-thousand dollars ($1000) per day.

6.2. Final Completion Deadline: Five Hundred ($500) per day.

7. Labor Code Compliance.

This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.1. Prevailing Wages.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The general prevailing wage rates for each craft, classification or type of covered work are available online at http://www.dir.ca.gov/DLSR.

7.2. DIR Registration.

City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions allowed by the Labor Code.

8. Workers' Compensation Certification.

Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The successful bidder previous to the entering of the contract to do the said work shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California, covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such worker's compensation insurance shall be furnished to the City of Livermore by certificate and waiver of subrogation in the City's electronic insurance certificate tracking system (PINS) prior to the commencement of the work and said certificate shall contain a provision that the coverage thereunder will not be canceled until at least thirty (30) days prior written notice has been given to the City.

9. Notice.

Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	Bob Vinn	Bryan Holm
Address	1052 South Livermore Avenue	1485 Bayshore Blvd, #398
City/state/zip	Livermore, CA 94550	San Francisco, CA 94124
Phone	925-960-4516	415-46-6093
Fax		
Attention	City Engineer	
Email	bgvinn@livermoreca.gov	bholm@cazadoro.com
Copy to	eireyes@livermoreca.gov	

10. General Provisions.

The following items are repeated here as stated as part of Part 2, General Conditions, for emphasis:

10.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

10.2. Third Party Beneficiaries.

There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

10.3. Governing Law and Venue.

This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

10.4. Amendment.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

10.5. Integration; Severability.

This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

11. Authorization.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required under California Corporation Code, Section 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY
City of Livermore, a California Municipal Corporation

s/_____

Marianna Marysheva, City Manager

Date: _____

Approved as to form:

_____
City of Livermore City Attorney

CONTRACTOR

Cazadoro Construction, Inc.

s/_____

Name/Title [print] Bryan Holm, President

Date: 8/29/22

s/_____

Name/Title [print] David Nosenzo, Secretary

Date: 8/29/22

1003033
Contractor's Calif. License Number(s)

Seal:

4/30/23
Expiration Date(s)

END OF DOCUMENT

LIVERMORE
CALIFORNIA

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

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Resolutions authorizing the City Manager to execute, on behalf of and for the Livermore-Pleasanton Fire Department Joint Powers Authority, two purchase orders with L.N. Curtis & Sons and Municipal Emergency Services Inc. for materials and supplies in support of the Livermore-Pleasanton Fire Department Joint Powers Authority's daily operations and fire academy support, each in an amount not-to-exceed $450,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt two resolutions authorizing the City Manager to execute, on behalf of and for the Livermore-Pleasanton Fire Department Joint Powers Authority, two purchase orders with L.N. Curtis & Sons and Municipal Emergency Services Inc. for materials and supplies in support of the Livermore-Pleasanton Fire Department Joint Powers Authority's daily operations and fire academy support, each in an amount not-to-exceed $450,000 for FY 2022-23.

SUMMARY

The purchase of various tools, equipment, and personal protective equipment (PPE) is necessary for firefighters to safely and effectively provide service to the community. Firefighters require specialized equipment and PPE to perform daily response functions. The same equipment and PPE is required for Fire Academy participants.

L.N. Curtis is a vendor that provides tools and equipment. Municipal Emergency Services (MES) supplies replacement PPE for our firefighters. PPE is tested for safety and integrity of materials and must be replaced when found to be unsafe. The fire academy operates bi-annually, with the next academy being held in FY 2022-23. Having purchase orders with these vendors will provide LPFD with much-needed flexibility with purchasing decisions.

DISCUSSION

The Livermore Pleasanton Fire Department (LPFD), in support of its daily operations, purchases various goods and materials, such as, personal protective equipment, fire hose, gas monitors, thermal imaging cameras, fireground equipment and hand tools.

L.N. Curtis & Sons, headquartered in Dublin, CA, is one of the vendors from which LPFD routinely places the orders. L.N. Curtis & Sons is the exclusive West Coast distributor for many fire industry manufacturers; therefore, some purchases must be made solely through them. Other factors are pricing, cost savings and timeliness of delivery.

Municipal Emergency Services Inc. (MES), headquartered in Sandy Hook, CT, is a nation-wide supplier of fire service personal protective gear and other equipment along the same lines as L.N. Curtis. MES, however, has exclusive distribution rights for different fire industry manufacturers that are not offered at L. N. Curtis.

LPFD recommends having blanket purchase orders with these two vendors, to provide the department with the much-needed flexibility with purchasing decisions. Costs for both vendors are outlined in the below table.

FY 2022-23 PO Request

VENDOR	DAILY OPERATIONS	ACADEMY SUPPORT	TOTAL
L.N. Curtis	$250,000	$200,000	$450,000
MES	$250,000	$200,000	$450,000
TOTAL:	**$450,000**	**$450,000**	**$900,000**

For the Fiscal Year 2021-22, purchase orders issued were in an amount not to exceed $180,000, each. For FY 2022-23 staff recommends a not-to-exceed amount of $450,000 for each vendor. The requested increase is due to anticipated additional equipment needed to sustain the daily operations of LPFD. In addition, LPFD will be conducting a fire academy for new recruits in FY 2022-23 and will require the proper outfitting of all candidates.

FISCAL AND ADMINISTRATIVE IMPACTS

Purchases made under these blanket purchase orders are based on cooperative purchasing agreements negotiated by Alameda County and National Purchasing Partners. Livermore Municipal Code sections 2.68.370(B)(2) permits use of cooperative purchase agreements as an exception to the City's bidding requirements.

Funds for the purchase of goods and materials are included in the LPFD Adopted Operating Budget for FY 2022-23 therefore no additional appropriation is necessary.

ATTACHMENTS

1. Resolution - L.N. Curtis
2. Resolution - MES Resolution

Prepared by: Gina Eleccion
Business Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF AND FOR THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY, A PURCHASE ORDER WITH L.N. CURTIS & SONS IN AN AMOUNT NOT-TO-EXCEED $450,000 FOR MATERIALS AND SUPPLIES IN SUPPORT OF THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY'S DAILY OPERATIONS AND FIRE ACADEMY SUPPORT

The Livermore-Pleasanton Fire Department Joint Powers Authority (LPFD) is an entity separate from the City of Livermore that was formed in 1996 with the City of Pleasanton to provide fire protection services.

The LPFD does not have its own purchasing policies and instead relies upon the policies adopted and implemented by the Cities of Livermore and Pleasanton, depending upon which City is providing the finance and budget administrative support for the LPFD. Livermore is currently providing the finance and budget administrative support for the LPFD.

Each year, the LPFD, in support of delivering life and fire protection services to the community, purchases various materials and supplies, such as, personal protective equipment, fire hose, gas monitors, thermal imaging cameras, fireground equipment and hand tools. L.N. Curtis & Sons, is one of the vendors from which LPFD routinely places the orders. They are the exclusive West Coast distributor for many fire industry manufacturers; therefore, some purchases must be made solely through them. Other factors are pricing, cost savings and timeliness of delivery.

Purchases made under this blanket purchase order are based on cooperative purchasing agreements negotiated by Alameda County and National Purchasing Partners. Livermore Municipal Code sections 2.68.370(B)(2) permits use of cooperative purchase agreements as an exception to the City's bidding requirements.

LPFD has requested that the City Council for the City of Livermore approve, on behalf of the LPFD, the attached agreement consistent with the City of Livermore's purchasing ordinance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute, on behalf of and for the LPFD in her capacity as a Joint Executive Director for LPFD, a blanket purchase order with L.N. Curtis & Sons for the purchase of materials and supplies in an amount not-to-exceed $450,000 for the Fiscal Year 2022-23.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 27, 2022, 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:

/s/ Jason Alcala
Jason Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF AND FOR THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY, A PURCHASE ORDER WITH MUNICIPAL EMERGENCY SERVICES, INC. IN AN AMOUNT NOT-TO-EXCEED $450,000 FOR MATERIALS AND SUPPLIES IN SUPPORT OF THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY'S DAILY OPERATIONS AND FIRE ACADEMY SUPPORT

The Livermore-Pleasanton Fire Department Joint Powers Authority (LPFD) is an entity separate from the City of Livermore that was formed in 1996 with the City of Pleasanton to provide fire protection services.

The LPFD does not have its own purchasing policies and instead relies upon the policies adopted and implemented by the Cities of Livermore and Pleasanton, depending upon which City is providing the finance and budget administrative support for the LPFD. The City of Livermore is currently providing the finance and budget administrative support for the LPFD.

Each year, the LPFD, in support of delivering life and fire protection services to the community, purchases various materials and supplies, such as, personal protective equipment, fire hose, gas monitors, thermal imaging cameras, and fireground equipment and hand tools. Municipal Emergency Services, Inc, (MES) is one of the vendors from which LPFD routinely places the orders. MES is a nation-wide supplier of fire service personal protective gear and other equipment. In addition, this vendor has exclusive distribution rights for different fire industry manufacturers that are not offered by other vendors. Other factors are pricing, cost savings, and timeliness of delivery.

Purchases made under this blanket purchase order are based on cooperative purchasing agreements negotiated by Alameda County and National Purchasing Partners. Livermore Municipal Code sections 2.68.370(B)(2) permits use of cooperative purchase agreements as an exception to the City's bidding requirements.

The LPFD has requested the City Council for the City of Livermore approve, on behalf of the LPFD, the attached agreement consistent with the City of Livermore's purchasing ordinance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute, on behalf of and for the LPFD, in her capacity as a Joint Executive Director for LPFD, a blanket purchase order with Municipal Emergency Services, Inc. for the purchase of materials and supplies in an amount not-to-exceed $450,000 for the Fiscal Year 2022-23.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 27, 2022, 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:

/s/ Jason Alcala
Jason Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing issuance of a Purchase Order with Jack Doheny Company for a replacement pipeline inspection truck in an amount not-to-exceed $514,795.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing issuance of a Purchase Order with Jack Doheny Company for a replacement Rapid View IBAK - Closed Circuit Tele-Vision (CCTV) Pipeline Inspection System on a 2022 Ford E450 Box Truck, in an amount not-to-exceed $514,795.

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan and the needs of the operating department, it is time to replace an existing water resources CCTV pipeline inspection camera truck. Staff has determined that the unit that best meets the needs of the water resources division's collections section is the Rapid View, IBAK sewer inspection camera system on a 2022 Ford E450 16-foot box truck purchased from Jack Doheny Company in Antioch, California, the local dealer for Rapid View LLC who holds the Sourcewell contract for Underground Infrastructure Inspection and Rehabilitation Equipment and related services.

DISCUSSION

The Water Resources Division (WRD) has operated CCTV inspection equipment to survey the sanitary and storm sewers since 1973. The CCTV inspection truck utilizes a box body vehicle housing an operator's station and a remote-controlled tractor mounted camera system that is deployed down a sewer manhole allowing the operator to inspect and record hundreds of feet of sewer line per day.

The current 2014 pipeline inspection truck is experiencing increased equipment failures and downtime. Due to the age of the truck there is limited availability of replacement parts as well as discontinued support for its current hardware/software from the vendor.

Staff recommends a replacement unit offered from Rapid View, IBAK North America, which is provided by their local dealer, Jack Doheny Company in Antioch, California. Rapid View, IBAK, is one of the

leaders in the field of 360, HD digital CCTV video inspections. They offer many benefits to the equipment operator including increased productivity and speed. In addition, the Rapid View/IBAK system includes an upgraded software/hardware package for pipe surveying based on National Association of Sewer Service Companies, Pipeline Assessment Certification Program (PACP) standards. This is important since the City's existing Asset Management Plan for the sewer and storm collection system is based on PACP standards to determine pipe condition and failure risks.

Also, proposed changes to the Sanitary Sewer Master Plan (SSMP) will be requiring additional pipeline condition assessments and Asset Management data to maintain and manage the sanitary sewer system. The City has developed a SSMP in response to State of California regulations which describes the maintenance practices used to prevent overflows, including cleaning, flushing, and televising the sanitary sewer system.

The proposed unit will be a combination of gas and electric (hybrid), eliminating the need to have an onboard gas-powered generator running during CCTV operations. Purchase and operation of this unit will reduce our carbon footprint and aligns with the City of Livermore Fleet replacement plan to electrify vehicles and equipment where possible. The CCTV vehicle will be equipped with batteries giving the unit approximately six hours of electric runtime. This runtime allows reduced use of fuel, works in a quieter mode, eliminates harmful exhaust fumes and CO2 emissions, all while reducing fueling costs.

Livermore Municipal Code section 2.68.390 allows for the purchase of supplies and equipment through a cooperative purchasing arrangement without separate bidding procedures. The Sourcewell purchasing cooperative is a public agency based in Minnesota which provides competitive bidding for a variety of goods and services which other public agencies can use. The bidding procedures used by Sourcewell meet the requirements of this section of the Livermore Municipal Code by providing procedures that are "at least as restrictive as the City's".

Staff recommends purchasing this replacement Rapid View IBAK - Closed Circuit Tele-Vision (CCTV) Pipeline Inspection System on a 2022 Ford E450 Box Truck, utilizing the Sourcewell Acceptance and Award contract #120721-RVL with Rapid View LLC. The Sourcewell bid procedure for the replacement pipeline inspection truck meets the City's municipal code requirement, and therefore, can be awarded to Jack Doheny Company, Antioch California, the local dealer for Rapid View LLC.

FISCAL AND ADMINISTRATIVE IMPACTS

The replacement purchase of this Rapid View IBAK - Closed Circuit Tele-Vision (CCTV) Pipeline Inspection System on a 2022 Ford E450 Box Truck for an not-to-exceed amount of $514,795 is budgeted in the Fleet Internal Service Fund for FY 2022-23 and is identified in the Fleet Master 25-year Replacement plan.

ATTACHMENTS

1. RapidView Sourcewell Contract 120721
2. Jack Doheny Company Quote
3. Resolution

Prepared by: Brian Harris
Public Works Supervisor

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

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Solicitation Number: RFP #120721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and RapidView LLC, 1828 W. Olson Rd., Rochester, IN 46975 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires January 17, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

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payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

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- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

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mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	RapidView LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Steve Keranko 57D33CE92ECD463...
By: _____	By: _____
Jeremy Schwartz	Steve Keranko
Title: Chief Procurement Officer	Title: Director of Sales
Date: 1/13/2022 | 12:22 PM CST	Date: 1/13/2022 | 10:41 AM CST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 1/13/2022 | 12:23 PM CST

DocuSign Envelope ID: D4B9CF62-8FB3-479F-8650-080A4193F932

RFP 120721 - Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services

Vendor Details

Company Name:	RapidView LLC
Address:	1828 W Olson Rd Rochester, Indiana 46975
Contact:	Steve Keranko
Email:	skeranko@rapidview.com
Phone:	574-224-5450
Fax:	574-223-7953
HST#:	20-5783630

Submission Details

Created On:	Thursday October 21, 2021 13:06:26
Submitted On:	Monday December 06, 2021 14:52:04
Submitted By:	Steve Keranko
Email:	skeranko@rapidview.com
Transaction #:	4b1a8d7e-246b-40bc-a310-1013b36a6467
Submitter's IP Address:	199.16.222.127

ATTACHMENT 1

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	RapidView LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	RapidView LLC is the only entity.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	RapidView LLC is the only entity.	*
4	Proposer Physical Address:	RapidView LLC 1828 W. Olson Rd. Rochester, IN 46975	*
5	Proposer website address (or addresses):	www.rapidview.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Keranko Director of Sales 1828 Olson Rd Rochester, IN 46975 skeranko@rapidview.com 574-224-5450	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Keranko Director of Sales 1828 Olson Rd Rochester, IN 46975 skeranko@rapidview.com 574-224-5450	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Sutton VP of Sales and Marketing 1828 Olson Rd Rochester, IN 46975 msutton@rapidview.com 574-224-5427 Rex Robison CEO 1828 Olson Rd Rochester, IN 46975 rrobison@rapidview.com 574-224-5453	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

ATTACHMENT 1

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Mission Statement Our mission is to provide our customers with increased profits by providing the best products and service in the pipeline inspection industry. Company History RapidView, LLC created business partnerships with several manufacturers of high quality sewer pipeline maintenance products, including our primary product line from IBAK Helmut Hunger GmbH & Co. KG of Kiel Germany, a manufacturer of high quality CCTV pipeline inspection systems since 1957. RapidView LLC imports, distributes and services the complete IBAK camera inspection product line, within North America, from our Rochester, Indiana facility. Originally founded in 1991, as R&R Visual, our company began developing and providing unique inspection solutions to the nuclear, petrochemical, industrial and municipal sewer industries. The development side of the business, RapidView, has designed and marketed the first practical sonar inspection system or sonar profiling for use in liquid filled pipelines. The success of the company was not only based on the construction and sale of sonar units, but by practical applications in the field to provide previously unattainable pipeline assessment data. We have strived to be a single source for subsurface inspection equipment, utilizing the latest in technology coupled with a full staff of trained professionals. The IBAK product line is a perfect fit with our company's philosophy and our customer's diverse needs. This was a logical expansion for our business. The sonar inspection business and specialized long-distance CCTV pipeline inspections created many satisfied customers throughout North America. Our customers like our products, our services, and trust our staff. The addition of the IBAK product line continues our devotion to our customers.	*
10	What are your company's expectations in the event of an award?	RapidView LLC (#122017-RVL) became a Sourcewell approved vendor in February 2014. We have experienced increased growth and acceptance of the contract in each of the 7+ years we have been a member. If awarded another four-year contract, RapidView anticipates a continued increase in acceptance of the contract and sales volume, which in turn will benefit the customer by providing them with State-of-the-Art Technology without the strains of traditional bidding processes. Continued increased efficiencies will be recognized by us, the seller, and participating Sourcewell members delivering considerable time and costs savings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	RapidView continues to show strong financial strength every year since inception more than 15 years ago. RapidView has consistently remained profitable, solvent, and financially stable. This is evidenced by strong profit margins, excellent return on assets, and solid liquidity position. RapidView continues to have strong sales year after year. In the 7 plus years RapidView has been a part of the Sourcewell family, our sales have quadrupled. We have continued to grow operations while maintaining a very low debt to equity ratio. In 2020, we completed a 10,000 square foot building renovation and expansion project and also added staff in conjunction with that development. This was completed without incurring any long-term debt during a pandemic. To demonstrate our financial growth since the first Sourcewell award in 2014, two financial statements have been combined into one PDF and were uploaded in the supporting documents section - 2020 Financial Statement and 2012 Financial Statement.	*
12	What is your US market share for the solutions that you are proposing?	RapidView's US market share is 35%.	*
13	What is your Canadian market share for the solutions that you are proposing?	RapidView's Canadian market share is 30%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, RapidView LLC has never petitioned for bankruptcy protection.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	(A). RapidView LLC is the North American distributor of IBAK pipeline inspection and rehabilitation equipment. Our dealer network are independent business owners. A sole source letter has been uploaded in the Additional documents section and labeled - RapidView Sole Source letter.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	RapidView LLC holds a business license and an auto dealership license in the State of Indiana.	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	RapidView has not had any suspensions or debarment in our company’s history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	American Infrastructure’s Brand Survey Winner for five consecutive years. 2017-2021	*
19	What percentage of your sales are to the governmental sector in the past three years	Fifty percent of RapidView's business is in the government market. The other fifty percent is in the contractor market.	*
20	What percentage of your sales are to the education sector in the past three years	RapidView currently does not have any Sourcewell sales in the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell - $16,100,000 (01/01/2018 – 12/31/2020) Ohio State Contract - $4,000,000 HGAC - $2,300,000 PA - $1,400,000 GSA - $0 OK - $0 MN - $0	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-1012H - $0	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Sandy Suburban Improvement District	Jerry L. Knight, General Manager	(801) 561-7662	*
City of Madison	Jay Schlimgen, Public Works General Manager	(608) 266-4819	*
City of Ft. Wayne	Karen Morris, Programs Manager Operations and Maintenance	(260) 427-5169	*

ATTACHMENT 1

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Colorado Springs Utilities	Government	Colorado - CO	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	$525,000 per inspection vehicle	$ 2,100,000	*
City of Oakland	Government	California - CA	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	$466,666 per inspection vehicle	$ 1,400,000	*
The Metropolitan Sewer District of Greater Cincinnati	Government	Ohio - OH	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	$450,000 per inspection vehicle	$ 900,000	*
City of Corpus Christi	Government	Texas - TX	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	$291,666 per inspection vehicle	$ 875,000	*
Baltimore County Department of Public Works Bureau of Utilities	Government	Maryland - MD	The city is proactively inspecting the sanitary / storm sewer pipelines to determine the detailed condition and to collect data of every notable feature, defect, or other important information.	$770,000 per inspection vehicle	$ 770,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	RapidView's primary product line is IBAK pipeline inspection equipment. We are responsible for covering all of North America (US, Canada and Caribbean Islands). Between our manufacturing plant in Kiel, Germany and our North American location in Rochester, Indiana, we have over 300 employees. In North America, we employ over 50 people, and our sales force is 100% focused on the sales and service of this equipment. Our sales force is comprised of five Regional Sales Managers (Northeast, North Central, South, Midwest and West), Director of Sales and a VP of Sales and Marketing. Our independent dealer network covers all 50 states and providences with 15 dealers (60+ sales people) throughout the US and Canada.	*

26	Dealer network or other distribution methods.	Our independent dealer network covers all 50 states and providences with 15 dealers (60+ sales people) throughout the US and Canada. Many of our dealers are located in multiple states. Here is a list of our dealers and the territories that they cover. US Dealers Jet-Vac Sewer Equipment Company (Georgia, North Carolina, South Carolina, & Tennessee) Jack Doheny Companies. (Michigan, Indiana, Kentucky, Ohio, Florida, California, New Jersey & S. New York) Essential Equipment (Texas and Oklahoma) Maryland Industrial Trucks, Inc. (Maryland, Virginia, and Delaware) Gutherie Sales and Service (New York) C.N. Wood Co., Inc. (New Hampshire, Mass., Vermont, Maine, Rhode Island, and Conn.) Vacuum Truck Sales and Service (Louisiana, Arkansas, Mississippi, and Alabama) Midwest Vac Products (Southern Illinois, Missouri, Kansas) Titan Machinery (Minnesota, North Dakota, South Dakota and Montana) Dawson Infrastructure (Colorado, Utah and Wyoming) SWS Equipment (Washington) U.S. Municipal (Pennsylvania) Canadian Dealers Jack Doheny Company (Ontario) Donison NDT (Alberta, Manitoba and Saskatchewan) Rollins Machinery LTD (British Columbia)
27	Service force.	Customer service and satisfaction is our #1 priority. RapidView has a master repair center with 8 full time technicians located in Rochester, IN that service all of the US, Canada and Caribbean Islands. We have 15 certified dealer repair centers located throughout US and Canada. We offer an 800 number to reach our main office and individual dedicated phone lines and email addresses for Service, Parts, Shipping/Receiving, Sales and Marketing. RapidView prides itself on answering the phone with a live person and not an answering service. All contact information is readily available on our website. We provide a fully functional website with information on new equipment, software support, training, special promotions, and networking opportunities. Here is the list of the RapidView Certified Service Centers. Alberta | Donison NDT California | Jack Doheny Company Colorado | Dawson Infrastructure Solutions Florida | Jack Doheny Company Georgia | Jet-Vac Equipment Company Illinois | Midwest Vac Products Michigan | Jack Doheny Company Mississippi | Vacuum Truck Sales and Service Nevada | Jack Doheny Company Ohio | Jack Doheny Company Oklahoma | Essential Equipment South Carolina | Jet-Vac Equipment Company Texas | Essential Equipment Utah | Dawson Infrastructure Solutions Washington | SWS Equipment, Inc.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	RapidView makes the Sourcewell ordering process simple. Whether ordering through our dealer network or with RapidView directly, the process is virtually the same. Here is an outline of how the process works. Order Process (Dealer or Direct) - New Sourcewell Customer generates PO for equipment. - If a dealer is involved, dealer will accept the PO from the customer and generate a PO to RapidView. - If this is a direct sale, the customer will generate a PO to RapidView. - Once equipment is delivered, an invoice will be generated to customer. - Once payment is received, RapidView will pay the Sourcewell agreed fee.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	RapidView and its dealers are committed to providing customers with the best equipment and service in the industry. We understand that time lost due to repairs or poor training are detrimental to a customer's productivity and bottom line. We offer a variety of completely free training programs for our customers throughout the year, because we know however well-built, all equipment can break down. RapidView provides the training, tools and support to conduct many repairs yourself. When faced with a more complicated repair, you can be assured that our Service Techs will repair equipment quickly and have it back to the customer as soon as possible. Here is list of how RapidView and its dealer network strive to keep equipment in the field being productive and helping customers reach their goals. - RapidView has a master repair center with 8 full time technicians located in Rochester, IN that service all of the US, Canada and Caribbean Islands. We have 15 certified dealer repair centers located throughout US and Canada. - We offer an 800 number to reach our main office and individual dedicated phone lines and email addresses for Service, Parts, Shipping/Receiving, Sales and Marketing. RapidView prides itself on answering the phone with a live person and not an answering service. - All contact information is readily available on our website. We provide a fully functional website with information on new equipment, software support, training, special promotions, and networking opportunities. - The service team utilizes a case management system within the CRM. When a piece of equipment arrives at the service center, the customer, through email communication, can track the repair all the way through the process. - Concierge service program – when a customer arrives for an on-site equipment repair appointment, they have access to the company lounge, loaner vehicle, walking trails, etc… This helps pass the time while their equipment is being repaired. - $8,000,000 in spare parts and quick same day shipping if ordered before 2:00pm. Having all these parts in inventory, allows RapidView and its dealer network to repair any piece of equipment without having to wait on parts to be manufactured and shipped. RapidView Service team can typically turn around repairs in one day. If you ship your equipment to us via UPS, we receive the product by 10:00 AM and can ship it back via UPS at 5:00 PM. - Free Standardized training programs – RapidView offers group or one-on-one training classes with our repair technicians and it's free of charge - Other training options - Every other year RapidView hosts a free 2-day customer appreciation training event at our Rochester, Indiana facility called SeptemberFest. We have dozens of technical sessions that provide hands-on training for nearly any repair. RapidView also hosts training events throughout North America at dealer locations.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	RapidView is responsible for covering all of North America (US, Canada and Caribbean Islands). The Sourcewell customers are a perfect fit for our product offering and territory responsibility. RapidView has been part of the Sourcewell family since 2014. During that time, our total Sourcewell sales have been over $30 million to about 150 Sourcewell members. We welcome the opportunity to continue to promote the Sourcewell contract in the United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RapidView is responsible for covering all of North America (US, Canada and Caribbean Islands). The Sourcewell customers are a perfect fit for our product offering and territory responsibility. We welcome the opportunity to continue to promote the Sourcewell contract in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	RapidView will be able to sell and service (including all Sourcewell sectors) pipeline inspection equipment throughout all of the US and Canada without any restrictions.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	RapidView will be able to sell and service pipeline inspection equipment for all Sourcewell participating entity sectors (i.e., government, education, not-for-profit) throughout all of the US and Canada without any restrictions.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements apply to Hawaii, Alaska and the US Islands.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Even though we have been an approved Sourcewell vendor for the past seven plus years, we would market the Sourcewell award as if this was the first time being awarded the contract. After the Sourcewell contract gets awarded, we will schedule a conference call with our dealer network to review how the contract works and the process for submitting equipment orders. We will also send an email blast to all of our customers and prospects announcing that we are an authorized vendor listed on the Sourcewell contract. Our newsletter email campaign consists of about 6000 individuals. We will continue to list Sourcewell on our website and ongoing promotion in magazine ads and on Facebook, Twitter and LinkedIn. Each year we have either a dealer meeting or customer/prospect meeting. During these meetings, we would have a segment dedicated to Sourcewell. RapidView also promotes Sourcewell at all national trade shows or RapidView sponsored events - WWETT, No-Dig, WEFTEC, Tri-State, SeptemberFest, etc... There are examples of RapidView promoting Sourcewell in the document upload section.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	You can visit our website at www.rapidview.com. We market using Facebook, Twitter and LinkedIn. We also market through Netsuites CRM, Paid Search and Digital display ads. Our monthly newsletter campaign also mentions the Sourcewell contract and is distributed to over 6000 individuals. Our dealer network also markets the Sourcewell contract using the same methods.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Over the past eight years, Sourcewell has supported RapidView in many different ways. Here are a few examples. • Educating our sales staff and dealer network • Participating in prospect sales presentations • Presenting at RapidView customer events RapidView looks for this support to continue in the next contract term. Sourcewell is our #1 cooperative purchasing contract and will be for the next four years. Sourcewell is discussed in every potential customer meeting, and this will continue over the next four years.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, our products and services are not available through an e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	RapidView provides many opportunities for equipment/operator and maintenance/repair training. • Equipment and/or maintenance training at the Rochester, IN facility. (free of charge) • On-site equipment and/or maintenance training (additional fee) • Product specific technical sessions that provide hands-on training (free of charge) • Every other year RapidView hosts a free 2-day customer appreciation party / training event at our Rochester, Indiana facility called SeptemberFest. (free of charge) • RapidView also hosts training events throughout North America at dealer locations. (most are free of charge) • One-on-one training with our repair technicians at our facility in Rochester, IN. (free of charge) • RapidView has created tech tip video tutorials that cover most of the do-it-yourself repairs. (free of charge)	*

40	Describe any technological advances that your proposed products or services offer.	RapidView IBAK North America is known as the company of "firsts". • First Sewer Camera • First Pan & Tilt Camera • First Report Writing Software • First Lateral Launch Robot • First Always Upright Pan & Tilt • First Pan & Tilt for 4" • First Pan & Tilt Push Camera • First 360 Panoramo Optical Scanner • First 4K/HD CCTV Camera. Perhaps the greatest innovation in pipeline inspection technology in decades, the PANORAMO® system is providing better data to engineers, reducing stress for operators, increasing productivity and changing the way we inspect our underground infrastructure. The revolutionary PANORAMO® technology is available for manhole inspections! PANORAMO®SI provides a complete 360º view of the manhole after the inspection, similar to normal PANORAMO® pipe segment files. Conduct inspections in a fraction of the time it would take you with traditional methods! Available as an add-on to your PANORAMO® system or in a stand-alone version. RapidView is the only company to offer this technology.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The independent certification body TÜV NORD CERT has tested IBAK's management system with respect to the requirements of the standards ISO 9001:2015 (quality) and ISO 14001:2015 (environment). IBAK passed the certification audits and has been recertified to both standards. At the same time, the company processes were evaluated for the first time for compliance to the requirements of ISO standard 50001 (energy) and a certificate was awarded. Quality The aim of the standard ISO 9001 is to achieve sustained quality assurance and a continual process of improvement. For IBAK, these two points form the basis for being able to supply customers with sewer inspection and rehabilitation systems of the best possible quality for operation all over the world. The Environment The superordinate objective of the ISO 14001 standard is to promote environmental protection and to reduce damage to the environment. The ISO 14001 certificate is evidence that IBAK is actively striving to reduce the effects on the environment of the company processes, products and services. IBAK's aim is to ensure that all the company's processes and decisions are in line with a responsible treatment of the environment. Energy In a systematic energy management system to ISO 50001, the energy flows of all sites, facilities, processes and activities within the company are documented and their energy efficiency is assessed. IBAK has implemented an ISO 50001 certified energy management system and is striving to promote this further in a continual energy optimization process.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	This answer is the same as question #41. The independent certification body TÜV NORD CERT has tested IBAK's management system with respect to the requirements of the standards ISO 9001:2015 (quality) and ISO 14001:2015 (environment). IBAK passed the certification audits and has been recertified to both standards. At the same time, the company processes were evaluated for the first time for compliance to the requirements of ISO standard 50001 (energy) and a certificate was awarded. Quality The aim of the standard ISO 9001 is to achieve sustained quality assurance and a continual process of improvement. For IBAK, these two points form the basis for being able to supply customers with sewer inspection and rehabilitation systems of the best possible quality for operation all over the world. The Environment The superordinate objective of the ISO 14001 standard is to promote environmental protection and to reduce damage to the environment. The ISO 14001 certificate is evidence that IBAK is actively striving to reduce the effects on the environment of the company processes, products and services. IBAK's aim is to ensure that all the company's processes and decisions are in line with a responsible treatment of the environment. Energy In a systematic energy management system to ISO 50001, the energy flows of all sites, facilities, processes and activities within the company are documented and their energy efficiency is assessed. IBAK has implemented an ISO 50001 certified energy management system and is striving to promote this further in a continual energy optimization process.	*

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	RapidView does not hold any of these certifications.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	IBAK designs and manufactures the components that go into our systems. We do not rely on off-the-shelf consumer products that may be discontinued next month. We manufacture over 85% of our product components so we can guarantee quality, reliability and availability of spare parts for 10 years down the road. Another characteristic that sets us apart from our competition is our experience. Our senior management team has been in the business for over 30 years. Our sales team has been in the business for an average of 8 years. Our customer service and repair technicians have been with the company for an average of 10 years. With all of this experience, there are not a situation that our customers encounter that we cannot help them with. IBAK has been designing and building pipeline inspection robotics since we started the industry in 1957. It is simply the best equipment available. Also, with over 20% of the company dedicated to research and development and a proven track record of industry defining products, customers can be sure they have a partner for the long haul.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, RapidView's warranties cover all products, parts and labor.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, RapidView does not impose any usage restrictions or other limitations that adversely affect coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, RapidView's warranties does not cover the expense of the technicians' travel time and mileage.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No – our warranty covers all of the US, Canada and the Caribbean Islands. RapidView provides warranty to all areas that RapidView represents.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	RapidView will cover only RapidView IBAK equipment. For products other than IBAK equipment, we utilize the warranties from the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	RapidView will employ reasonably commercial efforts to fill customers/dealers orders promptly on acceptance by RapidView, but reserves the right to allot available inventories among distributors and end user customers at its discretion. Except for RapidView's Products that are found to have a manufacturer's defect at the time of sale to Distributor, RapidView shall not be obligated to accept any of RapidView's Products that are returned by customer/Distributor. In the event such returns are accepted by RapidView, it may impose a 15% restocking fee.	*
51	Describe any service contract options for the items included in your proposal.	RapidView's standard warranty coverage is for one year. Extended warranty coverage is available for an additional cost for up to two additional years.	*

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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	RapidView's payment terms are 30-day terms. The accepted payment methods are Visa, Mastercard, Discover, ACH/Wire transfers and company checks.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	RapidView and its dealer network provide municipal leasing options.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	RapidView accepts the Customer's standard purchase order documents when placing an order. We have also created a purchase order template that customers can use to easily purchase our pipeline inspection equipment. The template has been uploaded in the document upload section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	RapidView does not accept the P-card procurement and payment process.	*

ATTACHMENT 1

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rapidview institutes line-item pricing. To make the pricing easier to understand for the end customer, we created equipment packages. The price guide is set up to display the retail price of the items, the Sourcewell item discount and finally, the Sourcewell discounted price. Our complete price list has been uploaded in the Pricing Document Section.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	RapidView is offering customers who utilize the Sourcewell contract a 4% discount off 2022 pricing.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	RapidView does not offer quantity or volume discounts.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our sales are consultative and require RapidView personnel to custom design and build inspection systems for each customer. Any items not listed on our price list provided to Sourcewell will be quoted separately.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	RapidView does not have any additional charges/items that are not included in our Sourcewell pricing template.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The customer is responsible to pay standard ground shipping charges and/or delivery fees. Overnight or priority shipping is available upon request. If the order is for equipment only, the customer will be responsible for the shipping charges. If the order is for equipment installed in a vehicle, the customer will be responsible for the delivery fee. Both will be invoiced at the time of delivery.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and freight charges are the same as in question 61. The customer is responsible to pay standard ground shipping charges and/or delivery fees. Overnight or priority shipping is available upon request. If the order is for equipment only, the customer will be responsible for the shipping charges. If the order is for equipment installed in a vehicle, the customer will be responsible for the delivery fee. Both will be invoiced at the time of delivery.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	RapidView does not have any unique distribution/delivery methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

ATTACHMENT 1

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All of the RapidView dealers have a copy of the most current Sourcewell pricing. This is the first line to obtain the proper pricing. The CRM RapidView utilizes also has an option for Sourcewell pricing. So anytime a dealer or customer requests a quote for equipment, the most current pricing will be available. At the end of each quarter, our dealers report the Sourcewell deals that have occurred within the quarter. Our accounting department verifies those reports with the invoices that were distributed. Along with their day to day accounting methods and providing quarterly reports to Sourcewell, we will be able to account for every sale and not let anything get overlooked. We have submitted all of our Sourcewell reports and payments on time since the start of first contract in 2014.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Here is a list of internal metrics that RapidView will use to track the success of the Sourcewell contract. - Overall Sourcewell sales year over year. - Percentage of Sourcewell sales verses overall RapidView sales - The number of new states or provinces each year that RapidView utilized the Sourcewell contract. - The increase of the percentage of sales each of the RapidView dealers account for year over year.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% of the contract sale is the proposed administrative fee for Sourcewell..	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	RapidView is the leading supplier of high quality, high production, professional sewer, water, industrial and other pipeline inspection cameras, sewer inspection software, and sewer pipe rehabilitation robotics to the North American market. RapidView partners with the oldest, largest, and most advanced manufacturers of such products, including IBAK Helmut Hunger GmbH & Co. KG, and others. RapidView products can be purchased through an extensive dealership network, with numerous service and repair centers to keep the customer up and operational. RapidView offers products for everyone's budget. Here is the list of product catagories RapidView has to offer. Push Cameras The MiniLite Pushrod System is a compact and versatile platform for inspection of small diameter pipelines. The system works with AxialCam 2, NANO, NANO-L, ORION Zoom, ORION-L Zoom, and POLARIS cameras. The MiniLite features an all-new controller module design. With a bright 10" touch screen and a built-in Windows PC, this controller is ready right out of the box. The new multifunction joystick allows precise control of our pan & tilt cameras. Portable Compact Mainline Systems The MainLite system is based around two very compact cable drums (KW 206 and KW 306) and the revolutionary BP series multi-function computer controllers. The entire unit can be mounted in a truck, or used in portable applications with the addition of our new ® MainLite Portable Cart, which provides seating and an ergonomic mount for the BP 100 controller.	

		4K/HD Mainline Systems You probably have a high-definition TV at home. Truth is that your mobile phone probably has a higher resolution than your current CCTV inspection system. The time has come to bring dramatically higher visual fidelity to the sewer inspection market. If you are a municipality interested in working with the best video data available or a contractor wishing to leverage the quality of your services - The ORPHEUS 2.0HD system is for you! The purpose of all CCTV systems is to capture images that allow system owners to make important rehabilitation decisions. Why settle for the low-resolution of a standard CCTV system? Now you can inspect in stunning 4K/High-Definition! Give system owners the information they need and avoid blurry, out of focus pictures. Our system is the only one in the world designed from the ground up to be 100% HD, ensuring that you capture clean, crisp video and high-resolution pictures. Lateral Launch The LISY 3 was designed to be easy to use, simple to maintain and safe to operate. The synchronized LISY drum works with your existing IBAK cable drum to payout and retrieve the cables at the same time. This dramatically reduces the time you need to spend setting up or retrieving the system after the inspection. PANORAMO Perhaps the greatest innovation in pipeline inspection technology in decades, the PANORAMO system has provided better data to engineers, reduced stress for operators, increased productivity and changed the way we inspect our underground infrastructure. Now, with the revolutionary PANORAMO 4K technology, it provides even better image quality. Inspect more than twice as much pipe per day, reduce your operating costs by more than 30% compared to normal CCTV and provide system users with incredible high-definition imagery! Cutters and Grinders Have you ever wished that you could have our high level of reliability, durability and attention to detail in your cutter system? Well, the wait is OVER! The MicroGATOR 2.0 is the powerful, single-point electric reinstatement cutter manufactured to the exacting quality standards of IBAK. With longer cable lengths, powerful and quiet cutting motors, and drive units designed to withstand the toughest jobs, these cutters have already reset the industry's expectations. Software The IKAS evolution is the newest generation of IBAK's powerful sewer analysis software, now available and supported in North America! Intuitive by design, the inspector is in full control of acquisition and sewer data analysis. PACP, MACP, and LACP data interface capable, IKAS evolution can be adapted to the needs of modern sewer inspection and each individual user's workflow. IKAS evolution is available in four base bundles with over two dozen extension options available for advanced inspections including; Full HD, 3D-GeoSense, Laser Measurement, and LaserScan profile analysis. Vehicle and Trailer Conversions RapiView converts quality vehicles, trailers and UTVs for deploying equipment effectively and safely. With a focus on ergonomic, user-friendly interiors, our conversions are hand built with superior craftsmanship and durability. Each design is created to meet the customer's individual specifications. We convert every major vehicle brand and model.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Pipeline inspection cameras Sewer inspection software Sewer pipe rehabilitation robotics Drainage inspection cameras Push sewer camera Lateral launch inspection cameras	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

70	Video, imaging, scope, and sensor equipment	(•) Yes ( ) No	RapidView is the leading supplier of high quality, high production, professional sewer, water, industrial and other pipeline inspection cameras. The list of inspection system categories RapidView offers includes the following: - Push Systems - Portable systems - Lateral Launch - 4K/HD Mainline - 4K PANORAMO Mainline - 4K PANORAMO Manhole - Laser Profiling - 3DGS Mapping	*
71	Flow and leak testing, detection, and monitoring equipment and tools	( ) Yes (•) No	We do not offer flow and leak testing, detection, and monitoring equipment and tools.	*
72	Underground infrastructure rehabilitation equipment	(•) Yes ( ) No	RapidView is the leading supplier of high-quality infrastructure rehabilitation equipment. The product line includes: - MicroGator 2.0 The NEW MicroGATOR 2.0 is the powerful, single-point electric reinstatement cutter manufactured to the exacting quality standards of IBAK. With longer cable lengths, powerful and quiet cutting motors, and drive units designed to withstand the toughest jobs, these cutters have already reset the industry's expectations. - MicroGATOR Air A pneumatic cutter designed with compatibility and convenience in mind. Equipped with a 1.5 horsepower pneumatic motor and manufactured to IBAK's exacting quality standards, the MicroGator® Air is a practical, yet reliable solution. One feature that makes this cutter unique is its focus on modularity. The MicroGator® Air is compatible with the components to our MainLite Systems including the KW206 and KW306 cable reels, our BP100 and BS10 control units, and even the same cable. With these components, all you need is a hose reel for the air hose and a compressor to have a complete cutting system.	*

73	Products, accessories, supplies, parts, technology, software, and services related to the offering of the solutions in questions 70-72 above	(•) Yes ( ) No	RapidView inspection systems will be delivered with everything a Sourcewell customer needs to get started. Out of the box, we provide the most effective inspection and rehabilitation systems in the industry. However, our customers are often the people who expect more from themselves and their equipment. They tackle the impossible jobs and when they do, we have a large selection of accessories available to help them succeed. In the Additional document section, there is RapidView's complete product catalog that lists products to expand customer's equipment capabilities, increase their safety, and make them more productive.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
74	Describe the compatibility of any software products offered with industry hardware.	RapidView offers extensive software options to compliment the equipment explained in the RFP. The IKAS evolution is the newest generation of IBAK's powerful sewer analysis software, now available and supported in North America! Intuitive by design, the inspector is in full control of acquisition and sewer data analysis. PACP, MACP, and LACP data interface capable, IKAS evolution can be adapted to the needs of modern sewer inspection and each individual user's workflow. IKAS evolution is available in four base bundles with over two dozen extension options available for advanced inspections including; Full HD, 3D-GeoSense, Laser Measurement, and LaserScan profile analysis.	*
75	Describe the compatibility of any hardware products with industry software.	RapidView IBAK equipment works with more third-party software than any other manufacturer. Our equipment is integrated with PipeLogix, WinCan, Granite, IT Pipes, CT Spec, PipeTech, POSM and many others. We are always open to further development with any and all pipeline data logging or utility infrastructure management software programs. The fact that we don't focus on one software to the exclusion of others is our biggest strength. We understand that our customers use a variety of software programs and it is important that we make sure they can use what they want. Contractors (who works closely with our Sourcewell customers) especially need to be flexible and we want to make sure that they can remain so while using the best pipeline inspection equipment available, regardless of software.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

ATTACHMENT 1

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2022 Sourcewell Price Pages.pdf - Friday December 03, 2021 12:55:44
- Financial Strength and Stability - RV FS - 2020 and 2012.pdf - Thursday December 02, 2021 13:14:06
- Marketing Plan/Samples - RapidView Marketing.pdf - Thursday December 02, 2021 13:16:32
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty and Terms and Conditions of Sale.pdf - Wednesday December 01, 2021 15:19:40
- Standard Transaction Document Samples - RapidView Purchase Order Template.pdf - Sunday December 05, 2021 13:18:36
- Upload Additional Document - RapidView Sole Source and Product Catalog.zip - Friday December 03, 2021 09:25:34

ATTACHMENT 1

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable, or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steve Keranko, Director of Sales, RapidView LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Underground_Infrastructure_Inspect_Equip_RFP_120721 Fri November 19 2021 11:33 AM	☑	1

Date: 9/1/2022
Branch: 1700

Sourcewell Contract #120721-RVL

CUSTOMER:	City of Livermore
ADDRESS:	1052 South Livermore Ave
CITY, STATE, ZIP:	Livermore, CA 94550
PHONE:	925-960-4340
EMAIL:	mswells@ci.livermore.ca.us
ATTN:	

RAPIDVIEW ID:	26731
PROPOSAL ID:	17930

8-30 22 Updated

DOHENYCOMPANY.COM

			LIST	SELECTED
Standard Cameras:				
1	V0494050	ORION 3 Zoom HD/SD Adaptive - Pan and Tilt and Zoom camera for 4" and up pipelines. Automatically switches between SD and HD as needed Zoom (in HD) 32x digital, Zoom (in SD) 3x digital lossless May be used on tractor or pushrod. Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate. Higher resolution and significantly improved picture quality. Laser diameter, deformation, defect and object measurement (third-party	$ 22,027.00	$ 22,027.00
Camera Head Accessories:				
1	901601040	Pressure Test Set	$ 529.00	$ 529.00
T66 Tractor and Accessories:				
1	905211031	Additional Weight Kit for T66 (Heavy and Light) Add weight to pull longer distances	$ 781.00	$ 781.00
1	905253031	Larger T66 hook for use with poles (optional)	$ 349.00	$ 349.00
1	905210191	Treaded Wheel set for 6" pipe for T66/8" for PANORAMO 150 (HARD)	$ 936.00	$ 936.00
1	905210991	Treaded Wheel set for 8" pipe for T66/10" for PANORAMO 150 (HARD)	$ 1,279.00	$ 1,279.00
1	902202191	Wheelset Adapters T76 to T66/PANORAMO 150 Hub	$ 854.00	$ 854.00
1	905215991	Tungsten Carbide Wheels for T66/PANO 150 in 6" and up	$ 1,453.00	$ 1,453.00
1	905216791	Tungsten Carbide Wheels for T66/PANO 150 in 8" and up	$ 1,656.00	$ 1,656.00
1	902211090	T66/PANORAMO 150 Pneumatic Wheels for large pipe w/ adapters	$ 1,458.00	$ 1,458.00
Vehicle Mounted Control Units:				
1	V1976007	BS 7 - Vehicle Mounted Control EDI for ALL SYSTEMS	$ 34,217.00	$ 34,217.00
Reels:				
1	V8029020	KW505 FO2 4K (PANORAMO 4K capable) Synchronized Power Cable Reel	$ 38,358.00	$ 38,358.00
Camera Cable:				
1	80072300	FOX2 FO4 HD 4K Dual Fiber Camera Cable Type 00/20 - 1640 feet	$ 17,378.00	$ 17,378.00
Reel Accessories:				
1	904350020	KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope (Highly	$ 756.00	$ 756.00
1	802975001	Cable Cleaning Brush for KW305/310/505	$ 523.00	$ 523.00
HD Systems:				
1	V9052009	T66 HD Camera Tractor For use with HD Cables/systems Small mainline tractor for use in pipelines 4" and up Zero turn radius, full steering with ATC (Auto Tilt Compensation) Includes lowering claw, toolset and 4"/6"/8" wheelsets Requires one of the Camera Connections available below	$ 13,507.00	$ 13,507.00
1	V9052021	Camera Connection Type 2-8 HD for SD Cameras and Orion 3 (SD or HD Modes)	$ 2,267.00	$ 2,267.00
1	V9052024	Camera Connection Type 5-8 HD for SD Cameras and Orion 3 (SD or HD Modes)	$ 4,562.00	$ 4,562.00
Panoramo 2 Sytem and Accessories:				
1	V9051020	PANORAMO 2 4K - 360 Degree Camera System	$ 158,477.00	$ 158,477.00
1	V9051003	PANORAMO 2/4K Camera Elevator (Required over 8" pipe)	$ 8,444.00	$ 8,444.00
Chassis:				
1	E450 Gas- 16' Box	2023 E-450, 176” WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40- Gallon Fuel Tank, Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo. R	$ 44,275.00	$ 44,275.00

1		* Commercial FRP (fiberglass reinforced plywood) 14' Box * Dim: 14'x8'x6'6" * Chassis purchased separately, call for required chassis specifications * Includes installation of box on approved chassis * Dual swing open rear doors * Side entry door * Rear backup camera * Commercial Genset (GAS) * Walk-thru design with partition wall and door * Tinted glass viewing window in Bulkhead Wall * 12v LED Lighting * Aluminum plank flooring/easy cleaning and improved grip when wet * Roof Air * Exterior shore power package with extension cord * Auxiliary battery and charging system **Front Office:** * Carpeted walls in studio * Laminated base cabinetry * Laminate countertops in studio * Vibration resistant electronics cabinet with rear door access to outside of truck * Bench seat over generator * Mounted high-quality monitor in office **Workspace:** * Heavy-duty, 5 drawer toolbox * High-quality monitor in workspace for monitoring camera operation * 14 gallon pressurized wash down system * Butcher block workbench * Laminate Cabinets * Aluminum storage shelves * Overhead laminate cabinets with easy-open hardware **Safety:** * Directional Arrow board at rear * Strobe light mounted on front roof. * LED side markers on Box		
1	VZ000741	16' Inspection Box and Conversion for GAS Chassis -*includes features above*	$ 50,975.00	$ 50,975.00
1	VZ000810	Premium Safety Light Package UPGRADE	$ 5,370.00	$ 5,370.00
		Replaces lighting on standard conversion and includes these upgrades: ** Traffic advisor mounted on front and rear of vehicle* ** High intensity surface mount LEDs mounted on the grill, rear pillars and each side of vehicle* ** Two high intensity LED high profile beacon lights mounted on roof* ** Two super LED rear work lights mounted on rear of vehicle*		
1	Equip Remove	Remove Gas GENSET	$ (4,000.00)	$ (4,000.00)
1	Equip Sales	5000W Inverter with (3) 300 AH LiFePO4 Batteries	$ 22,140.00	$ 22,140.00
1	Equip Sales	E-Track Rail with Hooks	$ 297.00	$ 297.00
1	Equip Sales	Air Compressor and Air Hose Reel	$ 1,263.60	$ 1,263.60
1	Equip Sales	2 Additional High Intensity Surface Mount LEDs Mounted on	$ 648.00	$ 648.00
1	VZ000306	KW Reel Cabinet with sliding aluminum drawer and LISY drum platform	$ 2,179.00	$ 2,179.00
1	VZFPB-4	Fiberglass Pole Holder	$ 320.00	$ 320.00
1	VZ000825	Fold-Out Steps (Side Access)	$ 756.00	$ 756.00
1	VZ000817	Powered Rear Canopy - Push button	$ 4,041.00	$ 4,041.00

Wincan Software:

1	H-VITEK CARD PCI	Vitec Card PCI	$ 3,780.00	$ 3,780.00

PipeLogix Software:

1	PipeLogix	Phoenix SOFTWARE PACKAGE, INCLUDES PC, PHOENIX BASIC (2) ,GIS,PANO,360 ANALYSIS, 360	$ 34,182.00	$ 34,182.00

Additional Accessories

1	Poleset	JDC-18' of Fiberglas Poles, Mounting Bracket and IBAK Adapter	$ 430.92	$ 430.92

Sourcewell Build-Quote Summary

Module/Options/Chassis Total:	**$ 476,468.52**
Options Sourcewell Discount 4%:	$ 19,058.74
Module/Options Total per Sourcewell Price Schedule:	**$ 457,409.78**
Freight and PDI:	$ 7,000.00
Field Training:	$ 3,500.00
Total:	**$ 467,909.78**
City of Livermore, CA- Sales Tax 10.25%:	**$ 46,884.50**
Total with Sales Tax:	**$ 514,794.28**

Terms and Conditions

• Acceptance of this Proposal is subject to availability of the Equipment listed above.

• Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

• The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

• Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

• If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

Stephanie Prescott

Stephanie Prescott
Regional Sales Representative
760-644-5147
StephaniePrescott@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Email: _____

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO JACK DOHENY COMPANY IN AN AMOUNT NOT-TO-EXCEED $514,795 FOR ONE RAPID VIEW IBAK PIPELINE INSPECTION CAMERA SYSTEM ON A 2022 FORD E450 BOX TRUCK

Section 2.68.370(a)(6) of the Livermore Municipal Code, states that the City Council shall award a contract for the purchase of supplies or equipment or general services of a value greater than $100,000 to the bid representing the best value as defined in LMC 2.68.040, with an exception being where supplies and equipment are purchased through cooperative purchasing arrangements pursuant to LMC 2.68.390.

Jack Doheny Company, in Antioch California, is the authorized dealer and service center for Rapid View IBAK North America who holds the Sourcewell Contract for Underground Infrastructure Inspection and Rehabilitation Equipment and related services. The Sourcewell bid procedure for Underground Infrastructure Inspection and Rehabilitation Equipment and related services, meets the City's Municipal Code requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to issue a purchase order, on behalf of the City of Livermore, with Jack Doheny Company, in an amount not-to-exceed $514,795 for the purchase of one Rapid View IBAK Pipeline Inspection Camera System on a 2022 Ford E450 Box Truck in accordance with the terms, specifications and general provisions specified in Sourcewell Contract #120721-RVL, and section 2.68.390 of the Livermore Municipal Code.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on r September 27, 2022, 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:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.8**

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing the issuance of a purchase order with National Auto Fleet Group for eight replacement Ford Hybrid Police Utilities in an amount not-to-exceed $494,284.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the issuance of a purchase order with National Auto Fleet Group for eight replacement Ford Hybrid Police Utilities in an amount not-to-exceed $494,284.

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan, it is time to replace eight existing police patrol vehicles. Staff has determined that the unit that best meets the needs of the Police Department is the 2023 Hybrid Police Utility and National Auto Fleet Group is the local Sourcewell (formally National Joint Powers Alliance, NJPA) contractor for Ford Police vehicles in Watsonville, California.

DISCUSSION

The Police Department currently operates 38 marked patrol cars for community protection and emergency services. The City's Fleet Policy recommends police patrol units be evaluated for replacement based on the following factors:

1. In service for four years or more.
2. Odometer reading greater than 85,000 miles.
3. Annual maintenance and operational costs.
4. Overall condition of the vehicle.

Eight patrol vehicles were identified for replacement during the budget preparation process for FY 2022-23. Four 2015 Ford Police Utilities and four 2016 Ford Police Utilities were recommended for replacement due to the age, high mileage, increased operational costs, and the poor condition of the vehicles. If these patrol vehicles are not replaced, the maintenance and operating costs, downtime, and

out-of-service frequency will continue to increase, and it will have an adverse effect on the City's ability to respond to emergency and routine response calls. Replacing these eight vehicles with the Ford Police Hybrid option will reduce fuel consumption as well as reduced vehicle emissions which is in line with the City's Climate Action Plan to reduce the fleet's carbon footprint.

Under LMC Section 2.68.390 of the City's Contract and Purchase Ordinance, the Administrative Services Director may purchase supplies and equipment without utilizing the quotation or bidding requirements of the Ordinance, if such purchases are based on an agreement or cooperative purchasing program entered into by any public agency or agencies situated within the state, regardless of whether the City is a named party to such an agreement or an actual participant in such a program. In such cases, the supplies and equipment purchased must be the same and be offered at the same price as the supplies, subject to the agreement or program and the underlying purchase must have been made using a quotation or bid procedure at least as restrictive as the City's.

Staff recommends purchasing these replacement vehicles utilizing Sourcewell Acceptance and Award contract #091521-NAF. The Sourcewell bid procedure for the replacement vehicles meets the City's municipal code requirement, and therefore, can be awarded to National Auto Fleet Group. The Sourcewell Cooperative Purchasing Program assists local governments in reducing costs through this government-to-government procurement service available nationwide. This program is available to local government entities and qualifying non-profit corporations. Eligible membership and participation include states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations. The City of Livermore is currently a registered member. The purchase through Sourcewell Acceptance and Award contract #091521-NAF will expedite the delivery of these replacement vehicles.

FISCAL AND ADMINISTRATIVE IMPACTS

The replacement purchase of these eight vehicles is budgeted in the Fleet Services Internal Service Fund (730) for FY 2022-23 and is identified in the Fleet 25-Year replacement plan.

ATTACHMENTS

1. National Auto Fleet Group Sourcewell Contract
2. National Auto Fleet Group Quote
3. Resolution

Prepared by: Brian Harris
Public Works Supervisor

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

ATTACHMENT 1

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

ATTACHMENT 1

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

ATTACHMENT 1

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" Authorized Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members. *
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License *
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none. *

ATTACHMENT 1

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none and the proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

ATTACHMENT 1

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

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Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

ATTACHMENT 1

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

ATTACHMENT 1

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

ATTACHMENT 1

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

Quote ID 21231 R1

August 29, 2022

Mr. Brian Harris
City of Livermore
3500 Robertson Park Rd
Livermore, Ca 94550

Dear Mr. Harris,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Livermore, new/unused 2023 Ford Police Interceptor Utility Hybrid responding to your requirement with the attached specifications for $ 54,610.00 plus Paint, State Sales Tax, Transport, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAF.

	One unit MSRP	Selling Price	Total Savings	Extended units (8)	Total Savings
2023 Ford Police Interceptor Utility Hybrid	56,575.00	54,610.90	3.47%	436,887.20	15,712.80
Black and White Paint		1,250.00		10,000.00	
Sub Total		55,860.90		446,887.20	
Sales Tax		5,725.74		45,805.94	
Tire Tax		8.75		70.00	
Transport		190.00		1,520.00	
Total		61,785.39		494,283.14	

Terms are net 30 days.
Delivery 120-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O / 714-264-1867 C

Vehicle Configuration Options

ENGINE	
Code	**Description**
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)
TRANSMISSION	
Code	**Description**
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)
PRIMARY PAINT	
Code	**Description**
UM	AGATE BLACK
PAINT SCHEME	
Code	**Description**
___	STANDARD PAINT
SEAT TYPE	
Code	**Description**
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE RATIO	
Code	**Description**
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
76D	UNDERBODY DEFLECTOR PLATE, -inc: Engine and transmission shield
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring
90E	BALLISTIC DOOR-PANELS (LEVEL III+), -inc: Driver and passenger front-doors
59B	KEYED ALIKE - 1284X
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
17A	REAR AUXILIARY AIR CONDITIONING
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps
76R	REVERSE SENSING SYSTEM
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING

60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking
OPTION PACKAGE	
Code	**Description**
500A	ORDER CODE 500A

2023 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2023 Ford Police Interceptor Utility AWD

CODE	MODEL	MSRP
K8A	2023 Ford Police Interceptor Utility AWD	$47,165.00
	OPTIONS	
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)	$0.00
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)	$0.00
UM	AGATE BLACK	$0.00
—	STANDARD PAINT	$0.00
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	$0.00
—	3.73 AXLE RATIO, (STD)	$0.00
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	$260.00
76D	UNDERBODY DEFLECTOR PLATE, -inc: Engine and transmission shield	$335.00
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)	$620.00
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	$895.00
90E	BALLISTIC DOOR-PANELS (LEVEL III+), -inc: Driver and passenger front-doors	$3,170.00
59B	KEYED ALIKE - 1284X	$50.00
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	$75.00
17A	REAR AUXILIARY AIR CONDITIONING	$610.00
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand	$230.00
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened	$25.00
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light	$50.00
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	$0.00
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	$545.00
76R	REVERSE SENSING SYSTEM	$275.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)	$100.00
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking	$675.00
500A	ORDER CODE 500A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$55,080.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,495.00
TOTAL PRICE	**$56,575.00**

Est City: 20 (2022) MPG
Est Highway: 26 (2022) MPG
Est Highway Cruising Range: 676.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)
Transmission: 10-Speed Automatic
3.73 Axle Ratio
GVWR: 6,840 lbs (3,103 kgs)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Integrated Roof Antenna
1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets

Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP IN AN AMOUNT NOT-TO-EXCEED $494,284 FOR EIGHT 2023 HYBRID FORD POLICE UTILITIES

Section 2.68.370(a)(6) of the Livermore Municipal Code, states that the City Council shall award a contract for the purchase of supplies or equipment or general services of a value greater than $100,000 to the bid representing the best value as defined in LMC 2.68.040, with an exception being where supplies and equipment are purchased through cooperative purchasing arrangements, pursuant to LMC 2.68.390.

National Auto Fleet Group holds a Sourcewell Contract for Passenger Cars and Light Duty Pickups including Police Vehicles. The Sourcewell bid procedure for replacement Passenger Cars and Light Duty Pickups meets the City's Municipal Code requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to issue a purchase order, on behalf of the City of Livermore, with National Auto Fleet Group, in an amount not-to-exceed $494,284 for the purchase and delivery of eight 2023 Hybrid Ford Police Utilities in accordance with the terms, specifications, and general provisions specified in Sourcewell Contract #091521-NAF, and section 2.68.390 of the Livermore Municipal Code.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 27, 2022, 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:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.9**

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to approve the City's participation in East Bay Community Energy's Critical Municipal Facility Resilience Program to pursue installation of solar and battery systems at critical municipal facilities.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to approve the City's participation in East Bay Community Energy's Critical Municipal Facility Resilience Program to pursue installation of solar and battery systems at critical municipal facilities, and install these systems through a standard Power Purchase Agreement if the City of Livermore determines that the project portfolio is cost-effective and improves its service to the community.

SUMMARY

East Bay Community Energy's (EBCE) Critical Municipal Facility Resilience Program (Program) is designed to help its Joint Power Authority (JPA) partners meet energy resilience goals by providing clean, locally generated backup power at critical municipal facilities. The Program addresses barriers faced by cities in implementing solar and battery storage systems by leveraging EBCE technical expertise, facilitating procurement, generating economies of scale in pricing, and ensuring that solar and storage assets are adequately maintained. The first phase of the Program is underway and includes the Cities of Berkeley, Fremont, Hayward, and San Leandro.

Cities interested in participating in the second phase of the Program (Phase 2) must adopt a resolution indicating intent to pursue procurement of solar and battery storage for municipal facilities through a Power Purchase Agreement (PPA). If PPA pricing under this Program is higher than anticipated or if the project terms are found to be otherwise unfavorable to the City, the City is under no obligation to proceed with installation. EBCE anticipates Phase 2 will include the Cities of Livermore, Pleasanton, Oakland, and Tracy.

Participating in this Program is an opportunity for the City to improve energy resilience at critical buildings and infrastructure in Livermore. Eligible facilities could include buildings such as City Hall and

the Civic Center Library, and critical infrastructure like water and sewer pumps. Energy resilience at these facilities will help the City maintain continuity of operations and protect the community during power disruptions such as rolling blackouts, public safety power shut-offs, and major disasters, like earthquakes.

DISCUSSION

Background

East Bay Community Energy formed in 2016 as a JPA to provide cleaner electricity to customers in Alameda County. Livermore started receiving electricity from EBCE in 2018. In July 2018, the EBCE Board of Directors, which includes a Livermore City Council representative, approved a Local Development Business Plan (LDBP) that identified several strategies to direct investments throughout Alameda County to expand renewable energy generation, create local jobs, and help member cities reduce greenhouse gas (GHG) emissions. EBCE launched the Critical Municipal Facility Resilience Program as part of its LDBP implementation efforts.

The Program is designed to address barriers for implementing solar and battery storage projects by providing technical expertise, facilitating procurement, and minimizing operations and maintenance. Solar photovoltaic systems provide clean, renewable electricity to buildings. The battery storage systems store excess energy that the solar panels produce during the day for use at night or when demands are greater. This can reduce time-of-use charges during peak pricing periods and allow buildings to fully utilize the solar power they produce. These systems provide resilience benefits by allowing facilities to continue operating during a power outage using electricity generated and stored onsite, reducing dependence on the electrical grid and diesel generators with limited run-time.

Under this Program, EBCE collaborates with JPA member agencies to identify a portfolio of cost-effective solar and battery energy storage projects for municipal facilities. An independent engineer conducts upfront assessments of municipal facilities to identify potential roof, structural, or electrical capacity upgrades that might be required to install solar and storage systems. The facilities are included in a Request for Proposals (RFP) to identify a Power Purchase Agreement (PPA) provider(s) and project installation teams. As opposed to a traditional PPA where a jurisdiction conducts its own procurement and holds a contract directly with the PPA provider, EBCE represents multiple jurisdictions and a large portfolio to streamline the procurement process and reduce risk and costs for each jurisdiction. The PPA provider pays for the installation, operations, and maintenance of the solar and battery storage systems, while the jurisdiction pays an agreed upon price per kilowatt-hour (kWh) for power generated.

In 2019, EBCE was awarded a $300,000 Bay Area Air Quality Management District grant to identify critical facilities in Alameda County and conduct preliminary assessments for back-up power from solar and battery storage systems at these sites. EBCE conducted preliminary assessments of approximately 400 municipal facilities to identify sites that would be best suited for solar and battery storage systems. After further engineering and feasibility analysis, a subset of sites in Berkeley, Fremont, Hayward, and San Leandro were selected for the Phase 1 procurement. An RFP was released to solicit firms to install up to 3 MW of solar and 6 MW of storage at selected facilities in the Phase 1 cities. EBCE expects to select a firm this fall.

EBCE is now seeking interested jurisdictions for Phase 2 of the Program. EBCE will work with a new set of jurisdictions to develop a second energy procurement portfolio. In addition to the City of Livermore, the

Cities of Pleasanton, Oakland, and Tracy have expressed preliminary interest in joining Phase 2. To participate in Phase 2, cities must adopt a resolution indicating an intent to pursue procurement of solar and battery storage for municipal facilities.

Next Steps

If the City of Livermore joins Phase 2, City staff will work with EBCE to determine which sites should be considered further for the Phase 2 procurement. Eligible facilities include but are not limited to City Hall, the Civic Center Meeting Hall, libraries, fire stations, the Livermore Airport, Livermore Water Reclamation Plant, and water and sewer pumps. Over the next few months, an EBCE-hired independent engineer would work to complete structural, roof condition, and electrical capacity assessments of the sites. Sites that would need costly upgrades to sustain solar and battery storage systems will be eliminated from the Phase 2 procurement portfolio. This step enables EBCE to identify a technically viable and cost-effective portfolio of buildings for solar and battery storage systems. EBCE will cover the upfront cost of these analyses, which would be recouped as part of an agreed-upon PPA rate on utility bills should the City decide to move forward with a project contract.

EBCE plans to release an RFP for a Phase 2 PPA provider in early 2023. EBCE would be the counterparty on the PPA, holding the contract with the vendor and a PPA contract with each individual participating city. Any installed solar and battery equipment would be owned, operated, and maintained by the third-party PPA provider under its contract with EBCE. The terms of the PPA would be agreed upon by the City and EBCE prior to EBCE issuing an RFP for vendor services. If the City determines the vendor proposal and terms of the PPA are favorable, installation of the solar and battery storage systems could begin as early as late 2023, depending on project developer schedules and the order in which projects are built. If the City determines that the terms are unfavorable, the City is under no obligation to install solar and a battery storage system at any facility.

Participating in this program is an opportunity for the City to enhance community energy resilience and ensure continuity of operations during power loss events like Public Safety Power Shut-offs, blackouts, and major disasters, like earthquakes. The technical expertise, streamlined procurement process, and operation and maintenance contracts provided by this program will reduce costs and risk for the City. Installing solar and battery storage projects at critical municipal facilities is consistent with the City's climate action and emergency operations goals.

FISCAL AND ADMINISTRATIVE IMPACTS

This resolution commits City staff time to pursue procurement of solar and battery storage systems through a PPA with EBCE. If the City determines that the project portfolio is cost-effective and improves its service to the community, the City could choose to install the systems. The PPA provider would pay for the installation, operations, and maintenance of the solar and battery storage systems, and the City would pay an agreed upon price per kilowatt-hour (kWh) for power generated. The PPA could result in significant utility cost savings to the City. However, if PPA pricing under this program is higher than anticipated or if the project terms are found to be otherwise unfavorable to the City, the City is under no obligation to proceed with installation. Additionally, the City would not need to reimburse EBCE for any costs incurred for the initial feasibility assessments if it chooses not to proceed with installation.

ATTACHMENTS

1. Resolution

Prepared by: Tricia Pontau
Senior Planner

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE CITY'S PARTICIPATION IN EAST BAY COMMUNITY ENERGY'S CRITICAL MUNICIPAL FACILITY RESILIENCE PROGRAM TO PURSUE INSTALLATION OF SOLAR AND BATTERY SYSTEMS AT CRITICAL MUNICIPAL FACILITIES

In 2016, the Livermore City Council adopted Ordinance 2047 and approved Resolution No. 2016-172 to participate with other agencies in Alameda County to implement, form, and join East Bay Community Energy Authority ("EBCE") as a community choice aggregation program to provide cleaner electricity to customers in Alameda County pursuant to California Public Utilities Code section 366.2.

In 2018, the EBCE Board of Directors, which includes a Livermore City Council representative, approved a Local Development Business Plan (LDBP) that identified strategies to direct investments throughout Alameda County to expand renewable energy generation, create local jobs, and help member cities reduce greenhouse gas (GHG) emissions.

EBCE launched the Critical Municipal Facility Resilience Program (Program) as part of its LDBP implementation efforts. The Program is designed to address barriers to implementing solar and battery storage projects by providing technical expertise, facilitating procurement, and minimizing operations and maintenance.

Solar and battery storage systems provide clean, renewable electricity to buildings, store excess energy for use at night or when demands are greater, and allow facilities to continue operating during a power outage, reducing dependence on the electrical grid and diesel generators with limited run-time.

Under this Program, EBCE collaborates with JPA member agencies to identify a portfolio of cost-effective solar and battery energy storage projects for municipal facilities. Selected facilities are included in a Request for Proposals (RFP) to identify a PPA provider(s) and project installation team(s). EBCE represents multiple jurisdictions and a large portfolio to streamline the procurement process and reduce risk and costs for each jurisdiction. The PPA provider pays for the installation, operations, and maintenance of the solar and battery storage systems, while the jurisdiction pays an agreed upon price per kilowatt-hour (kWh) for power generated.

City staff will coordinate with EBCE to determine if any critical municipal facilities in Livermore should be included in the next procurement portfolio. The terms of the PPA would be agreed upon by the City and EBCE prior to EBCE issuing an RFP for vendor services. If the City determines the vendor proposal and terms of the PPA are favorable, installation of the solar and battery storage systems could begin as early as late 2023. If the City determines that the terms are unfavorable, the City is under no obligation to install a solar and battery storage system at any facility.

Participating in this program is an opportunity for the City to enhance community energy resilience and ensure continuity of operations during power loss events like Public Safety Power Shut-offs, blackouts, and major disasters, like earthquakes. The technical expertise, streamlined procurement process, and operation and maintenance contracts provided by this program will reduce costs and risk for the City. Installing solar and battery storage projects at critical municipal facilities is consistent with the City's climate action and emergency operations goals.

On September 27, 2022, the City Council considered the staff recommendations and public testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to approve the City's participation in East Bay Community Energy's Critical Municipal Facility Resilience Program to pursue installation of solar and battery energy systems at critical municipal facilities, and install these systems through a standard Power Purchase Agreement if the City determines that the project portfolio is cost-effective and improves its service to the community.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 27, 2022, 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:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.10**

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Downtown Inc. Annual Report for FY 2021-22, and authorizing the execution of an agreement with Livermore Downtown Inc., in the not-to-exceed amount of $90,000

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Livermore Downtown Inc. Annual Report for FY 2021-22, and authorizing the execution of an agreement with Livermore Downtown Inc. for services provided to the city July 1, 2022 to June 30, 2023, in the not-to-exceed amount of $90,000.

SUMMARY

The City's agreement with Livermore Downtown Inc. requires that they provide an annual report outlining their accomplishments during the previous year and describing the organization's goals for the coming year. Staff recommends the City Council accept the Livermore Downtown Inc. FY 2021-22 Annual Report (Attachment 1), and authorize the execution of an agreement (Exhibit A to the resolution) with Livermore Downtown Inc. providing $90,000 from the General Fund for services to be provided to the City. The agreement outlines the City's expectations over the next year.

DISCUSSION

Since 1986, the City of Livermore, and for a time the former Redevelopment Agency, have provided annual grant funding to Livermore Downtown Inc. (LDI) as part of a common mission to enhance economic growth, assist downtown businesses, and promote the downtown and the City of Livermore. In FY 2021-2022, LDI used the funds to meet its obligations under the agreement through COVID compliant and innovative outdoor events, including:

- Year-Round Sunday Farmers Market and Thursday Evening Seasonal Market
- Kidz Town Halloween Hay Day
- Livermore Valley Made Pop Up Market
- Witches Night Out, Earlier Than The Bird
- Holiday Village in the Park

- Home for the Holidays Sights and Sounds Parade
- Livermore Valley Half Marathon
- Livermore Downtown Kindness Campaign
- Livermore Downtown Street Fest

Between FY 2004-05 and 2007-08, the City granted LDI $80,000 per year. Due to the downturn in the economy, the grant was reduced to $75,000 in FY 2008-09 and after a series of reductions and increases, it was set and remained at $90,000 from FY 2017-18 to FY 2020-21.

On January 29, 2021, an additional $150,000 was given to LDI for the implementation of the eGift certificate or Gift Livermore program, increasing the grant to $240,000 for that time period. In FY 2021-22, the amount was set at $130,000, which included the $90,000 for services and an additional $40,000 to cover operating expenses and cross training related to the retirement of previous executive director, Rachael Snedecor. Staff recommends the agreement amount to be re-set to the $90,000 for FY 2022-23.

LDI continues to serve as an important partner in the implementation of the City's economic development plans through the use of social media and other promotional materials including Facebook (23.1K followers) and Instagram (7.1K followers). LDI's use of social media, e-mail blasts, and virtual meetings keeps them connected with the public on a regular basis. In addition, LDI also rolled out an updated Tourism map for the Downtown kiosks as well as hospitality and tourism tear sheet maps, which were distributed to local hotels, destinations like the wineries and breweries, and destination partners.

LDI also acts as a critical liaison for the City with the new and established businesses by assisting business owners who need help in marketing and promotion, essentially serving as an extension of the City's economic development efforts. During the last fiscal year, 11 new businesses opened in the Downtown. Many of these businesses had to navigate through the regulatory process. The new businesses include restaurants, professional service establishments, and specialty retail stores that will be able to use LDI's services to recover and sustain their operations as the economy recovers.

In addition to the above, LDI continued to partner with the City on the development and implementation of a variety of City projects including continued participation in the completion of the Downtown Plan, COVID-19 recovery efforts, and developing the Livermore Valley Made campaign, among other efforts listed in their 2021-22 Annual Report. This year, LDI will continue to support our makers and entrepreneurs through the management and expansion of the Livermore Valley Made campaign, communicate to the public updates on key Downtown revitalization projects, expand on the Livermore Valley Tourism efforts and programs to expand on destination marketing and hospitality support, as well as arts promotion. LDI will also continue to help implement the City's goals in its 2020-2025 Economic Development Strategic Plan and COVID-19 Economic Recovery Plan, and help develop policies and procedures that will facilitate the development and implementation of City plans, programs, and initiatives.

A copy of the Livermore Downtown Inc. Annual Report 21-22 (Attachment 1) is attached which details the events and services provided to the City and Downtown merchants.

FISCAL AND ADMINISTRATIVE IMPACTS

The $90,000 has already been budgeted in the City's General Fund (Fund 001) for FY 2022-23. Over

the years, LDI has been able to leverage previous funding requests with outside funds and volunteer assistance to provide the City with services and benefits that are significantly higher than the requested Agreement amount. In addition, LDI's promotional programs and events contribute significantly to the sustained success of the Downtown, resulting in increased sales and property tax generation.

ATTACHMENTS

1. Livermore Downtown Inc. Annual Report 21-22
2. Resolution
3. Exhibit A - Agreement with Livermore Downtown Inc.

Prepared by: Theresa De La Vega
Management Analyst

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE DOWNTOWN INC CALIFORNIA



Executive Summary

2021/22

Annual Report

2155 3rd St, Livermore, CA 94550 | (925) 583-5242| livermoredowntown.com

LIVERMORE DOWNTOWN INC CALIFORNIA

To: Brandon Cardwell

Innovation and Economic Development Director

From: Ruby Lopez-Villarreal

LDI Executive Director

We are proud to submit this 2021/2022 Annual Report as agreed upon in our City of Livermore Annual Grant Partnership.

With the continued and changing Covid restrictions many traditional Livermore Downtown Inc fundraisers and events were canceled or changed in 2021. In 2022 we began to see a strong return to Livermore Downtown events including the thriving farmers markets and the community favorite Livermore Downtown Street Fest. The LDI team and downtown businesses continued to create Covid-compliant alternatives to continue recognizing and celebrating city and Downtown traditions through innovative alternatives.

Livermore Downtown Inc. continued to be a valuable resource, disseminating pertinent Covid communications to and supporting our Businesses, Workforce, Property Owners and our Organization itself through the Covid crisis and re-opening process.

Livermore Downtown Inc. has continued its designation as a Certified National Main Street Program, Ruby Lopez-Villarreal has remained an active member within the program. These Main Street Connections are an integral part of the overall informational resources necessary to serve Downtown. Main Street advocacy and guidance at both the State and National continues to play a crucial role in navigating these unparalleled times.

We look forward to continuing to forge this strong and successful partnership in the 2022/2023 Fiscal Year. The LDI team is thrilled to continue to serve as the direct conduit between City leadership and the Business Community. Together we can continue to move forward and ensure the economic vitality of our Downtown Core and beyond.

Ruby Lopez-Villarreal
Executive Director

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PROMOTION EVENTS OVERVIEW

An important focus of Livermore Downtown Inc. is the production of events and festivals in and for the downtown community. We believe that these events encourage and expand the vibrancy of Livermore as not only a Bay Area destination, but a National one as well. The entire focus of our events is to get people in to downtown to patronize our businesses and showcase the beauty and unique wine country and western heritage charm of the area. We believe that people who come to Downtown Livermore for events, find many reasons to come back.

Livermore Downtown Inc. produces the following events in Downtown Livermore:

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Host: 2021 4th of July Fireworks

4th of July Fireworks canceled due to Covid restrictions.



Year Round Sunday Farmers Market and Thursday Evening Seasonal Market

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Deemed Essential by State and Alameda County Health Officials, our Sunday Market and Thursday Evening Market continue to operate and grow substantially. Our Sunday market saw significant growth both is vendors and in attendance. Downtown businesses continue to see an increase in visitors on Sundays and Thursdays as folks make their way to the market and stay to enjoy Downtown. Our contracted operator, Foragers Market, continues to curate the best Farmers Market experience in the Tri-Valley region by focusing on community engagement and quality vendors with special focus on Livermore Made Local.

Community Impact:

Forager's Market continues their commitment to not only diversity and inclusion, but also food security. The Farmers Market began accepting EBT last year and this year expands to accept WIC which allows the market to provide access to fresh, healthy foods to qualifying low-income households.

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What is EBT?

Electronic Benefits Transfer (EBT) is an electronic system that allows a Supplemental Nutrition Assistance Program (SNAP) participant to pay for food using SNAP benefits. When a participant shops at a SNAP authorized retail store, their SNAP EBT account is debited to reimburse the store for food that was purchased.

What is WIC?

In June 2022 the market was authorized to accept WIC. The WIC Farmers' Market Nutrition Program (FMNP) is associated with the Special Supplemental Nutrition Program for Women, Infants and Children, popularly known as WIC. Eligible WIC participants are issued FMNP coupons in addition to their regular WIC benefits. These coupons can be used to buy eligible foods from farmers, farmers' markets or roadside stands that have been approved by the state agency to accept FMNP coupons.

Economic Impact:

We estimate that the EBT and WIC program alone is allowing the market to process hundreds of dollars each week from Livermore Locals and providing wonderful nourishment to many local households.

Cultivating Local Livermore Business

Part of the Mission of the Livermore Farmers Market is to incubate, nurture and energize local entrepreneurship to create self-sustaining businesses for Livermore Locals. In 2021 the market on-boarded 15 Livermore based food/farm/craft businesses. In 2022, the market on-boarded 7 new local businesses. Each business has an economic impact story to share. One example is the Rose Hill Ranch eggs business which began selling hundreds of dozens of eggs each week and has now expended to wholesale businesses serving local restaurants.

1. Florescent Farm
2. Paulo sausage

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3. PGX Organics
4. Cross Road Growers
5. NOLA Jamabalaya - **new**
6. Rose Hill Eggs - **expanding operation providing wholesale to local businesses now.**
7. The Cheese Parlor – **new business to downtown.**
8. Anthony Scott Catering
9. JTM in the Kitchen – **new**
10. Dan Good cookies
11. Mushroom Mamma
12. Cassie's Pasta BIlities – **new**
13. Wingen Bakery
14. Charming Fig - Cheese boards
15. Dan Marciel Farms
16. Wine Barrell Innovations
17. Mike Colella Woodworker
18. Roya Afghan Cuisine – **local business expanded to market!**
19. The Antique Leaf
20. Postres Macarons - **new**
21. Pandan Leaf – **new**

Unique Visitors:

We now attract over 2,000 unique visitors from all over the bay area to our popular Sunday Farmers Market. Our Thursday Night Farmers Market is slightly lower around 1,200 visitors each week with heavy local attendance.

Unique Visitors:

The Livermore Famers Market social media continues to be an engaging force which has continued to grow. The Farmers Market Instagram which began in 2020, now has an active following of over 5,000. These are followers who look towards the market as a

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resource for market AND Livermore businesses, tying these 5,000 followers to the market vendors and the local businesses alike.



Kidz Town Halloween Hay Day

The Halloween event, which was cancelled in 2020 due to Covid, was able to evolved into a Covid-compliant community event with the LDI team's guidance. Stockmen's Park became a hub for the Livermore Community and beyond to gather for Halloween Activities on October 30th, 2021. Stockmen's Park played host to local vendors and microbusinesses to showcase their products. Patio dining downtown was encouraged to meet Covid safety guidelines. Downtown was full of families and children in costume shopping and dining. Downtown businesses stepped up 100% to provide a safe and interactive Trick or Treat experience throughout Downtown, with 38 businesses participated in the Trick or Treat Trail and activities. These activities created a great draw of folks from the entire region, coming to Livermore Downtown for a traditional Halloween experience and staying to support the restaurants and businesses. Treats were supplied by our participating restaurants to families in costume. The traditional costume contest was able to return with prizes being provided by retailer, Mozart Einstein and Me. With LDI's guidance for Covid safety, after a 1-year hiatus, this family-favorite event had a successful return.

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Livermore Valley Made Pop Up Market

On October 2, 2021, Livermore Downtown Inc hosted a Pop Up Market at Stockmen's Park which featured local music, local food and local artist and crafters. LDI offered FREE booths to local Livermore Valley Makers who wished to participate. Livermore Downtown created this event as a way to support local, small businesses and makers and to give them a platform to showcase their products and promote their businesses. Local bands included the Foam Riders, Matt Finders and Friends, Element. The featured winery was Shadow Puppet Brewery and the featured pourer was Wood Family Vineyards. Taylor's Martial Arts sponsored the tasting wristbands. Vendors included Flaca's Sala, Pop Shop Bakery, DonLynsLeather, Olivina, Livermore Valley Microgreens, Butter & Batter, Renee Verostek's Jewerly Box, Becca's Handcrafter Soapery and Cross Road Growers. This Livermore Valley Made Pop Up was a way to showcase and promote local businesses as well as a way to promote the newly added feature to the Livermore Downtown Inc website that serves as a directory for all local makers. The page is dedicated to local makers and designed to be utilized by local and visiting consumers looking to support local makers. Consumers can shop directly with the maker and discover all the creative innovative makers, right here in the Livermore Valley!

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Witches Night Out

The traditional Witches Night Out event which includes a Martini Stroll was not Covid Compliant under ABC licensing and Alameda County Health Permitting restrictions in 2020. LDI guided businesses to pivot and designed a new “Patio Takeover” experience plan in partnership with participating restaurants. This event was successful in 2020 and made a return in 2021 titled “Moonlight Shopping and Dining”. The event took place on Wednesday, October 6th. LDI handled planning and logistics for Downtown businesses. LDI took over the patios and booked groups for a fun, witch-themed dining experience. LDI sold the seats for $10 as a donation to Livermore Downtown Inc. and the restaurant sold the food and beverage experience directly.

This event was well received as patrons were thrilled to have this hugely popular event back in Downtown. This event sold out restaurant reservations, and retailers and restaurants saw higher sales than a typical Wednesday providing an economic boost to the restaurants, retail shops and LDI. This event raised even more than the previous year with a net $10,150.00 in funds raised for the Livermore Downtown Inc. program alone. Some of the participating Restaurants included: Bruno’s, Demitri’s Taverna, The Riata, Sauced BBQ and Spirits, Miel de Agave Azul, Aviation Bar and Grill, La Botica, Beer Baron, El Charro, First Street Alehouse, Simply Fondue, Zephyr Grill & Bar, Locanda and First Street Wine Co. Ten additional Retail Businesses also participated with fun activations and promotions to draw in patrons to Downtown and boosting sales.

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Earlier Than the Bird

This event has proven to be our greatest retail event based on high sales by shops reporting year after year. It is a highly anticipated event each year which attracts thousands of shoppers, at 7 AM, in their pajamas, to launch their Holiday Shopping. This event is traditionally *and* strategically hosted the Saturday before Thanksgiving so that we can capture the Shopping dollars *before* Black Friday and Small Business Saturday. In Fall of 2021, Covid was again on the rise, but so was the support of patrons! Although Covid was up, so were sales! With stores reporting higher sales than the previous year.



As wonderfully successful as this event is economically, Earlier than the Bird also serves a greater purpose. Tri-Valley haven is a vital community organization located in Livermore. Tri-Valley haven serves adults and children who have experienced domestic violence, sexual assault or homelessness. In a conversation with Tri-Valley Haven, we discovered that the teen demographic was traditionally the “forgotten group” of toy drives. Leaving the teen groups in a shortage of gifts each year. LDI decided to take a stance and has partnered with Tri-Valley Haven’s gift drive to focus on the teen demographic ever since! We also work with the Downtown Businesses to curate teen

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gift items, so that the shopping for the teen gift drive can also occur Downtown, keeping shopping dollars right here within Livermore! Earlier than the Bird was a true testament, once again of the community's dedication to shop and support local.

Participating businesses included: B12 Love, Baughman's Western Outfitters, Board and Brush Creative Studio, Caratti Jewelers, Covet Boutique, Espresso Rosetta, First Street Nutrition, First Street Wine Co., Joya Yoga, L'evation Salon, Main Street Design, Mozart Einstein and Me, Murphy's Paw, Olive Oil Pantry, Sunrise Mountain Sports, The Holiday, Therapy Stores, Towne Center Books, Up Town Girl Boutique & Salon and Vault California.



Holiday Village in the Park

2021 was the Inaugural year for Holiday Village in the Park. Holliday Village in the Park was held on Friday, December 3rd, the day before the annual parade to kick off the Holidays. Livermore Downtown Inc transformed Carnegie Park into a twinkly and magical holiday village. Community members described Holiday Village in the Park as being like a Holiday "Hallmark Movie", but in real life! An invitation was extended to local makers, businesses and micro businesses to showcase their items, while local musicians provided the holiday ambience! Nearly 30 local businesses participated in the

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inaugural Holiday Village in the Park event. Booths were set up around Carnegie Park featuring local vendors with holiday treats, gifts, food faire and experiences. Gazebo/Bandstand at Carnegie hosted Santa Visits sponsored by Livermore business, Marcel Orthodontics. Local property owner and commercial Realtor, Sherry Nigg sponsored candy land fairy characters for photo ops. This provided a unique opportunity for the community to have Santa Visits FREE of charge and parents the ability to take photos with their own cameras. This FREE Santa photo op, created an even bigger reason for our community to come Downtown to stay and shop local. Traditionally many people travel to malls for these photo ops, Holiday Village in the park made it so this year they didn't have to, keeping local dollars local!

The event also played host to local winemaker, Wood Family Vineyards who featured a special holiday mulled wine and Shadow Puppet Brewing Co.

Holiday Village in the Park was more of a community give back for this initial year and did not really serve as a fundraiser for Livermore Downtown Inc.



Home for the Holidays, Sights and Sounds Parade

The Holiday Sights and Sounds Parade which is held on the first Saturday in December each year was cancelled in 2020 due to Covid but made a strong return in 2021.

56 local businesses and organizations participated and we also hosted City of Livermore Officials including Mayor Woerner, the Livermore Police Department and

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LPFD. The Holiday Sights and Sounds Parade is a great way to highlight and promote local businesses and helps to bring new business to those participants keeping local dollar right here in Livermore! Downtown businesses are full with shoppers and outdoor dining areas are bustling with happy diners providing restaurants a boost. At the end of the parade Livermore Downtown Inc introduces Santa Claus to the entire community and leads the Livermore community in the annual tree lighting which is a beloved Downtown tradition! The new animated, light show tree was officially lit once again kicking off December Holidays in Livermore!



Livermore Valley Talent to Table, First Street Dinner

This event was canceled due to Covid restrictions.

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Livermore Valley Half Marathon

March 6th, 2022 marked the return of the Livermore Valley Half Marathon. The half marathon attracted runners from 18 States including a large draw from the Pacific Northwest. The half marathon also had a substantial draw from Southern California and Regionally from San Francisco. Livermore Downtown provided an opportunity for Downtown and Local businesses to showcase their products in the post-race celebration at the “Finish Wine”.



Local Wineries and Breweries also were given the opportunity to promote and also boost their business by being official pourers at the post race. Wineries and Breweries were compensated for their product and also had a chance to be promoted. Participants include Darcie Kent Vineyards, Almost Famous Wine Bar, Concannon Vineyard, Big White House Winery and John Evan Cellars, Pennyweight Craft Brewing, Shadow Puppet Brewing Company, Altamont Beer Works,

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Dr. Hops Hard Kombucha and more. Local businesses also participated including Purple Hayes CBD, Haque Chiropractic and Plucked Chicken and Beer.



The event also created an opportunity for Livermore Youths programs. Our Savior Lutheran School's Leadership was able to fundraise by supporting 2 water stations along the race. They were able to raise $1,000. The National Charity League was able to clock in community service hours needed for college admissions through collaboration with Livermore Downtown Inc. Livermore Downtown Inc brought in over $7,000 via the marathon in funds raised to support annual programming.



Packet Pickup parties across town also drew crowds into various businesses such as Darcie Kent Vineyards and Sunrise Mountain Sports. Altamont Beer Works release a special edition beer dubbed, "Runner's Hi. P.A" and were also featured on the official shirts.

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Livermore Downtown Kindness Campaign

In 2022 we wanted to infuse joy back into our community by strategically launching our Livermore Downtown "Kindness Campaign" one week prior to the Livermore Downtown Street Fest in May. After hearing concerns from LPD regarding recent incidents in National News pertaining to public safety at large events, Livermore Downtown Inc wanted to take a proactive approach by setting the expectations and a positive tone through love and kindness. LDI created and spread signs with positive and uplifting messaging around the downtown area and via social. media. Folks were encouraged to "spread the kindness" by snapping pics with the signs and sharing them on social outlets.



The goal was to bring the community together in spreading positive vibes and joy throughout the Livermore Community as everyone was emerging from the Covid pandemic and beginning to gather once more. The Kindness Campaign reached thousands in Livermore and beyond.

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LDI got a great response from many community members who reached out to express how these signs around Downtown brightened their spirits and made their day. These signs created a social media buzz and also set a positive tone for the Street Fest the following week. The social buzz created many new followers for our Downtown businesses and fostered positive relationships with future patrons! We are proud to report that the positive tone was in fact set, Street Fest was met with love and LPD officially had ZERO alcohol OR Street Fest related incidents to report!



Livermore Downtown Street Fest



The Traditional Livermore Downtown Street Fest made a strong comeback and was wildly successful! Livermore Downtown played host to thousands of festival goers, 173 Vendor Booths, 13 local bands, 10 local Wineries and Breweries, 13 Sponsors and of course all of

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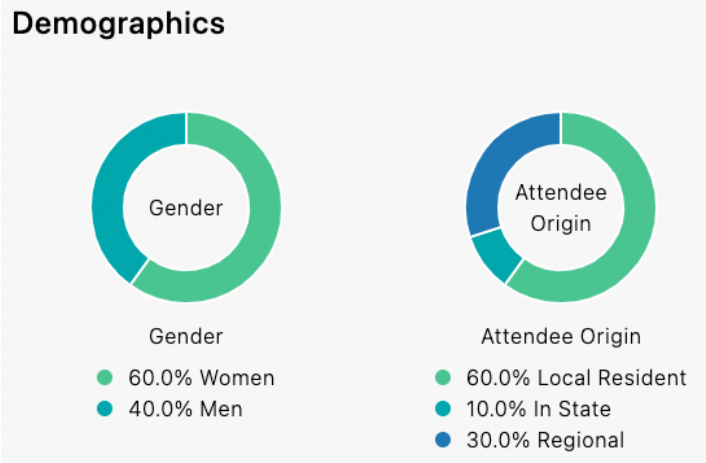
our Downtown and local businesses who participated. Artist and Makers were invited back to Downtown to showcase their items. Local wineries and breweries were able to share and promote their products, events and businesses. Livermore Downtown Inc invited businesses within the downtown core and neighboring districts to participate in promotional campaign created by LDI. Livermore Downtown Inc created a "Downtown Business Festival Features" campaign for Street Fest in which participating businesses were marketed by LDI. We worked to highlight the special events, activations and promotions they would be hosting in order to draw in more business. Over 25 Downtown Businesses participated with activations and interactives. Street Fest played a role in boosting not just local businesses but also supporting local youth organizations such as the Boy Scouts who were able to raise funds by distributing and posting no parking signs for LDI and the Livermore High School Dance Team was invited by LDI to use Street Fest as a Fundraising Opportunity. The LHS Dance Team sold water at Street Fest and raised over $2,000 for their team. Livermore Downtown Inc surveyed Downtown Businesses as part of our post-festival debrief. Surveys were sent to all downtown businesses. Of the businesses surveyed, 85% reported that they felt Street Fest brought them more customers and future customers. 58% of businesses reported higher sales during Street Fest weekend over a regular weekend with the





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remaining businesses reporting their sales were about the same as a regular weekend and ONLY TWO businesses reporting less traffic than a typical weekend. Street Fest has proven to drawn in local, regional and state folks. Statistics from our online portal show that 60% of our Vendors were local, 10% were In State and 30% of our participants were Regional.



Street Fest boosts local economy and also provides temporary jobs for our community. Thirty additional jobs were created through LDI alone for Street Fest weekend and 26 volunteer opportunities were created.

We also encouraged neighborhood areas within the district to hold their own events within the event to create more synergy throughout the district. The Livermore Butcher held a fundraising event for LPFD in his parking lot to capitalize on the large festival crowds and support the local fire foundation. Our restaurants, retail shops and professional businesses all saw an economic boost and/or procured future clients this weekend and our Livermore Community was overjoyed to be able to celebrate once again as a community.

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Business Communications/ Economic Vitality/ Design/Promotion

Livermore Downtown Inc provides support to the City of Livermore and the local businesses by providing on-going tenant and property owner outreach, working with businesses on permitting and compliance issues, actively recruiting potential businesses and serving as the conduit between city leaders and departments and the downtown businesses. LDI assists the City of Livermore to identify and engage in downtown design elements and activating spaces and programs vital to the Downtown and City. LDI also identifies and develops new ways to continue business promotion!

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Economic Vitality:

Amended the Outdoor Dining Policy

In 2022 Livermore Downtown Inc worked with the City of Livermore to amend the outdoor dining policy. Livermore hosted workshops and meetings in which all downtown businesses were invited to partake in the conversations between the City of Livermore, Livermore Downtown Inc and the downtown business owners and tenants. Livermore Downtown Inc also hosted the Community Development Department in several walks downtown to initiate dialogue with the downtown businesses and the City of Livermore Planning Department. LDI served as the conduit between the city to make sure that all businesses had access to the workshops, communications and the vital information. Livermore Downtown Inc followed up every meeting and communication with the City of Livermore by sharing the processes, plans and protocols with the downtown stakeholders such as the businesses. Livermore Downtown Inc maintained a list of compliant and non-compliant businesses in the effort to offer our continuous support in compliance with city rules and regulations. Livermore Downtown Inc worked with the City of Livermore's planning department to prepare a statement to be made in support of the Updated Dining Policy at the Council Meeting. Livermore Downtown Inc appreciates the City taking into account every business downtown to ensure that the dining policy is beneficial to all businesses, not just the restaurants.

Working with businesses on permitting and compliance issues

Livermore Downtown Inc is currently brokering a deal between a local fencing company and downtown businesses to provide compliant outdoor dining fencing at a reduced price to the downtown businesses. With supply chain issues affecting business's ability to locate fencing at a reasonable cost and within a reasonable timeline. This deal will ensure that downtown businesses find local sources, obtain their fencing within an acceptable timeline and will keep local dollars here in Livermore. LDI is managing a list of non-compliant businesses who are being assisted in this deal and is communicating this information to the City of Livermore Community Development and Planning team.

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Downtown Business Audit

Aside from our regular maintenance and upkeep of our roster of downtown businesses, LDI also completed an annual audit in January 2022 in which we visited every downtown business to collect data and ensure the most up to date information. Livermore Downtown Inc partnered with the National Charity League to provide an opportunity for their program to participate in community service. The NCL core program is for mothers and daughters, grades 7-12, to participate in a program that embraces philanthropy, leadership and culture. LDI continues to be a community partner with NCL which in turns translates into needed community service hours for high school ages youths and data collection for LDI.

Downtown Parkin App



In March 2022, Livermore Downtown Inc began providing assistance to the City of Livermore in the development phases of the upcoming parking app for public use. Livermore Downtown Inc attended various meetings with the City of Livermore along with app developer, Frog Parking. Livermore Downtown Inc is managing the list of participating businesses as they must opt in to be a part of the app. Livermore Downtown Inc is also communicating the app to downtown businesses and stakeholders. LDI offered valuable assistance and feedback in the development of the app and we look forward to assisting in the beta testing, implementation and promotion of the app. The extended the future would also entail parking enforcement and added revenue for the City.

Downtown Construction, Development and News updates

Livermore Downtown Inc, regularly serves as the source of the information for our Downtown Businesses regarding construction, development and news updates. We

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keep our businesses informed of street closures, street maintenance and construction work in the area as well as any additional updates, programs or news that affects downtown businesses. We work with PG&E to keep our businesses informed of the on-going weekly maintenance to the downtown area. We also work with all of the outside entities to who hold events in the downtown area to provide logistical support and education to them as well as provide information to our downtown businesses when they will be affected.

LDI spearheads efforts to bring high-speed internet to Downtown businesses

In May of 2022, Livermore Downtown Inc began advocating for improved internet services in the downtown area. LDI began communication with Comcast to offer assistance in obtaining an easement that would allow businesses along First Street to begin being serviced in Fall of 2022. In communications we learned that six businesses would be excluded from the upgrade unless this crucial easement is procured. LDI is serving as a liaison between Comcast and downtown businesses in an effort to broker a group deal for Downtown Businesses.

Continuous Communication

Livermore Downtown has continued to maintain constant communication with Downtown businesses. In February 2022, Livermore Downtown Inc hired a new Executive Director, Ruby Lopez-Villarreal that has personally continued to hit the pavement. Lopez-Villarreal took the time to walk to each business within the Downtown Core to meet business owners and offer an opportunity for them to share their concerns. LDI has also continued to hold monthly meetings in which businesses, board members and City Liaisons are invited to participate in an effort to foster ongoing communication regarding Downtown construction impacts, parking and public space use. In May of 2022, we invited City Engineer, Bob Vinn to give a construction update report at our Monthly Meeting. This information is then passed along to impacted businesses and stakeholders.

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Business communications to impacted businesses on 1st Street

In Spring of 2022, LDI assisted the City of Livermore in communicated with the downtown businesses. Livermore Downtown Inc acted as a liaison between the City and businesses that would be impacted by the structure being built behind First Street Alehouse and the coming Trash Enclosure. Livermore Downtown Inc met with Edward Reyes and members of the engineering team to communicate the developments with the local businesses. We also provided contacts and feedback in the development process.

Design:

Provide direction and input for downtown design elements

Livermore Downtown Inc continues to work closely with the City of Livermore Public Works department. LDI has been working with Jeff Shafer to help communicate lighting needs and upgrades for lighting for pedestrian accessibility and safety. We assisted in moving forward with the first and second phase of construction at Carnegie Park. In May 2022, we provided input on phase 3 and phase 4. We provide vital feedback on the best ways to activate Carnegie Park in regards to the planning phases and orders in which the phases occur as well as best uses for these public spaces. Furthermore, LDI leverages it's active social following and communications methods to support in communicating the updates to the public.



Additionally, In June we assisted the public works department in planning in the best locations for bike racks to be installed at Carnegie Park in a way that would provide support to cyclist while still maximizing year-round park events and activations.

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Activating public spaces with community and businesses supporting issues

Livermore Downtown Inc has been managing "The Lot" located on First Street. We assist the City of Livermore in booking the previously underutilized space, creating vibrancy through activation while supporting local businesses. One example of the space in action is when a Livermore Local resident Maggie Fields, launched her new mobile pretzel business, Peggy's Pretzels in Fall of 2021. This small, local business utilized the space in November for their soft opening to test out their event process. The community was invited to attend this free pop-up event that launched this local business which is now thriving!



Interface with City Code Enforcement and business owners regarding possible nuisances and zoning code violations

LDI has been working with the Neighborhood preservation officer, the City's Planning team and Community Development Department in conducting musical sound tests in the downtown corridor in an effort to amend the outdoor music policy. Livermore Downtown Inc has established partnerships with Downtown businesses such as Rebel Kitchen Libations and The Last Word to include these businesses in the sound testing as part of our relationship management. Livermore Downtown Inc is offering input and assistance as we work together to establish an outdoor sound policy that benefits the downtown businesses while and that do not disturb neighboring residents, tenants and businesses. Livermore Downtown Inc feels that it is crucial to the downtown and city economy that downtown businesses and outlying destination businesses such as wineries and breweries all have an equal "playing ground" to maintain fair and balanced equity for all in the tourism and hospitality industry.

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Activation of public space supports various finds

Livermore Downtown Inc's presence at the Carnegie Building has helped us to not only identify historic preservation needs as well as safety areas to be addressed so the public feels safe and invited to utilize this park through picnic, and event usage. LDI has noticed a dramatic decrease in homeless presence in the park since Livermore Downtown Inc has begun to manage the building and activate the park for events and public usage. Livermore Downtown Inc has also been managing pest control and at the Carnegie building and the has also seen a dramatic decrease in occurrences of complaints associated with these pests.

Façade Improvement and historic preservation

Livermore Downtown Inc works with business and property owners to facilitate communication and building improvements while educating business owners of the need for historic preservation. LDI partners to seek out historic preservation and face improvement grants. One such example is the Donut Wheel. Livermore Downtown Inc has initiated communication with the property owner in the past and is again initiating conversation. Donut Wheel has architecture that should not be touched to maintain historic preservations, yet we are working to communicate to the property owner that we can assist them in finding period appropriate paint colors as well as a simple window and cleaning service and ways to replace the storage and provide uniform, signage. Livermore Downtown Inc is conscious of the need for façade improvement and also aware of the various ways to facilitate said improvements without the unwanted results of rent increases for tenant/businesses and large costs to the property owners.

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Promotion:

Tourism, Hotel and Hospitality Tear Sheet Maps

Livermore Downtown Inc has rolled out an updated Tourism map for the Downtown Kiosks as well as hospitality and tourism tear sheet maps which include the map and downtown businesses. These tear sheet maps serve as valuable tourism guide which drives business and visitors to local businesses. These tear sheet maps were distributed to local hotels as well as local destinations such as wineries and breweries and our destinations partners.



Collaborating with local and regional organizations to promote Livermore Downtown and Livermore Tourism

Livermore Downtown Inc has maintained positive working relationships with key partners. Executive Director Ruby Lopez-Villarreal is a member of the Livermore Valley Agritourism Leadership Group. On April 6th, Lopez-Villarreal spoke at the Livermore Chamber of Commerce Business Alliance Meeting on July 8th, Lopez-Villarreal will be speaking at the Innovation Tri-Valley (ITV) Leadership Group meet up. LDI is also very active in support the Livermore Cultural Arts Council and cross promoting their events and initiatives. LDI also supported the LARPD Foundation with their Wine in the Grove Fundraiser in which LARPD's Evan Branning stated that we brought them the most

LIVERMORE DOWNTOWN INC CALIFORNIA

support for their silent auction than any other entity. LDI continues to foster these and other key relationships.

State and National Associations



Livermore Downtown Inc continues to be an active member of the California Main Street Association and the National Main Street Association. LDI's campaign for Women's History Month received kudos and State attention when we were featured in the California Main Street March Newsletter, where they stated that they were "Inspired by the Women's History Month Series in happening in Livermore…" Livermore Downtown Inc Staff and Board attended the Annual Conference on March 24-25th. The conference provided an opportunity for California commercial district revitalization leaders to learn best practices, key trends and development strategies. The California Main Street Association (CAMSA) continues to be a vital resource for training, access to resources, partnership opportunities and best practices in downtown and commercial district development.

Partners in Main Street is back!

Livermore Downtown brought the LDI Partners in Main Street Program back! Last year as part of our covid-crisis support we offered the program for FREE to all downtown businesses. Those businesses had the opportunity to "test out" the program, in turn the support received by those businesses who never used the program before realized that it had a lot of value and so this year those businesses willingly and enthusiastically signed up! This year LDI signed on over 35% of downtown businesses, raising nearly $20,000 in funds for Livermore Downtown Inc. Members of the partner program receive additional promotion throughout the year. Partners are highlighted on our website, in Downtown Kiosk Maps as well as in the Hotel and Hospitality Tear Sheet maps located at hotels and local destinations. One of the businesses favorite features of the program is that it provides additional marketing assistance via social media which has an active following of over 30k! Partners also receive free booths at the Livermore Farmers

LIVERMORE DOWNTOWN INC CALIFORNIA

Partnerships and Relationships Management

Livermore Downtown Inc is proud to be the consistent and reliable source for all of our downtown business relationships. We believe that identifying and maintaining positive working relationships with all downtown stakeholders and constituents is vital to the City's continued growth and sustainability. Livermore Downtown Inc serves as not only the conduit between the City and Downtown, but also as the conduit between key partners and potential future partners as well.

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New Key Relationships

Aside from our current relationships with Livermore Local Makers, the Livermore Valley Chamber of Commerce, The Livermore Cultural Arts Center, The Livermore Valley Winegrowers Association, The Livermore Labs, Visit Tri-Valley, Innovation Tri-Valley and additional partners, Livermore Downtown Inc recently helped to launch these new players in the industry and to develop these new programs for outreach:

Livermore Live Music

In 2022 Livermore Downtown Inc partnered with Livermore Live Music to make sure that people were aware of this incredible resource that helps connect venues with local artists and gigs and local bands with local wineries. LDI played a role in the promotion to ensure that public access to live music which in turn generates more patrons filling local restaurants, wineries, breweries and Livermore establishments. Once again, keeping local dollars local.

Roots Up Collective

In March of 2022, Livermore Downtown Inc established a relationship with Roots Up Collective. LDI has an agreement with Roots Up Collective to receive in-kind trade for their services as they are a consulting firm which offers assistance to non-profits, small businesses and local governments with events and operations consulting. LDI plans on utilizing Roots Up Collective to hold training workshops for downtown businesses amongst other things.

LIVERMORE DOWNTOWN INC CALIFORNIA

LDI forms New Legacy Business Recruitment and Communication Committee

At LDI's most recent board meeting in June of 2022 Livermore Downtown Inc formed a new committee that would spearhead new business recruitment and communication for the Legacy project. We are developing a Legacy business welcome packet as well as compiling resources for new business which assist new businesses in obtaining licensing, permitting and provide valuable links and connect the businesses directly with pertinent city information. Livermore Downtown Inc is communicating with local commercial Realtor to assist in recruiting new businesses that would complement the existing downtown area and that would thrive in the downtown setting.

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SUPPORTING BUSINESS VIA SOCIAL MEDIA & WEBSITE

Livermore Downtown Inc is committed to continuing to lead the way in social media engagement in the Livermore Valley. @livermoredowntown continues to be a preferred source of communication regarding Downtown happenings and events by local and destination consumers utilizing LDI as a local, regional and national tourism tool. We continue to follow social media and internet best practices while always continuing to discover innovative ways to engage our constituents. Digital media partnerships play a vital role in growth and sustainability.

LIVERMORE DOWNTOWN INC CALIFORNIA

SOCIAL MEDIA

UTILIZING KEY PARTNERSHIPS TO PROMOTE GROWTH

Livermore Downtown Inc believes that partnerships play a vital role in all business' success, and we feel that this carries over into all aspects of an organization. Executive Director, Ruby Lopez-Villarreal is taking LDI's social media to the next level and has seen steady and healthy growth since she began at LDI in February. Social media growth must be organic in order to be sustainable and we achieve that through partnerships.

LDI's social media has grown in the last year, gaining over 1,000 followers from February '22 to June '22 alone on Instagram. LDI's Facebook page also gained an additional 1,000 followers from Feb '22 to June '22 alone and 2,000 additional followers since June 2021.

@livermoredowntown on Instagram currently has 7,136 followers and we expect to surpass 10k followers by end of year.

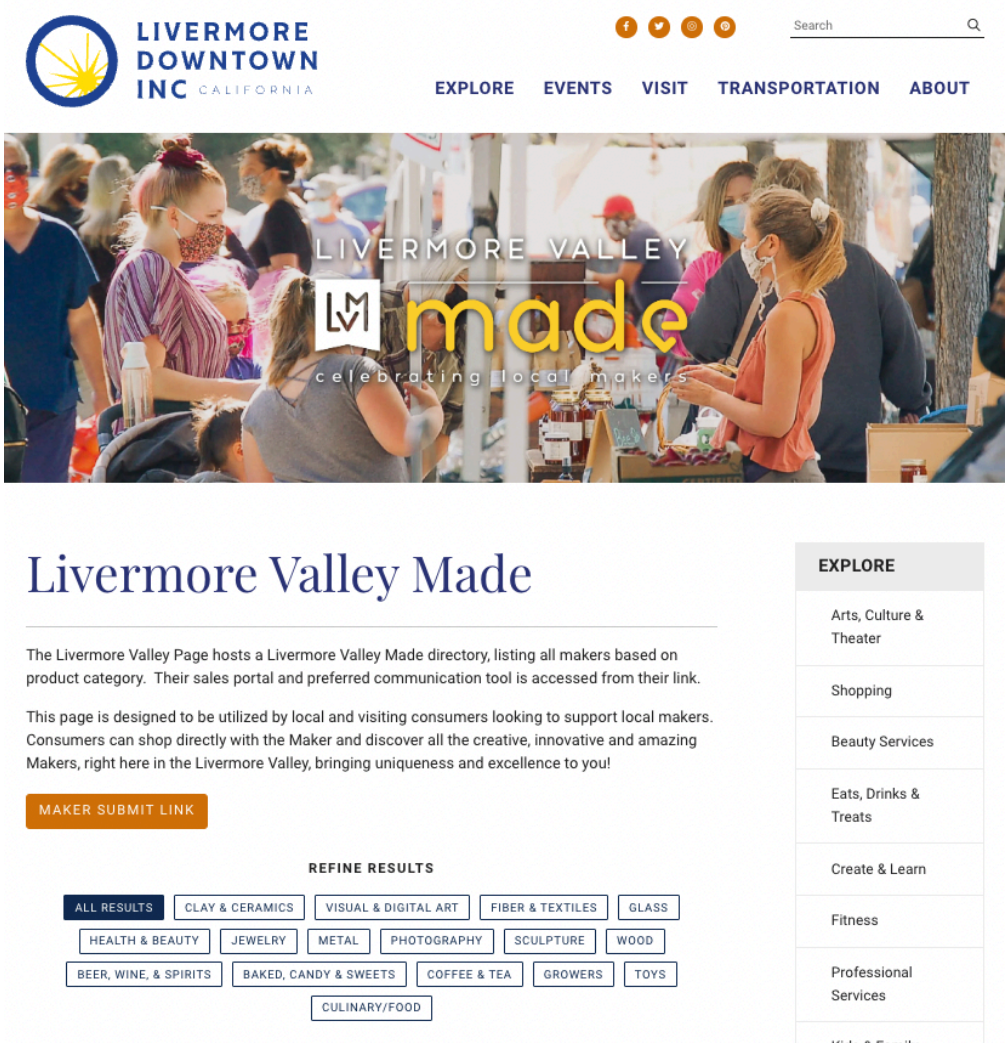
@livermoredowntown on Facebook currently has 23,176 followers and we expect to surpass 25k by end of year. This is over 3k more than Visit Tri-Valley, 10k more followers than popular, local group "Love Livermore" and over 20k more followers than the Livermore Valley Chamber. In fact, LDI has the largest Facebook following of all of the Livermore Valley hospitality, tourism and event-based groups.

Livermore Downtown Inc works to partner and collaborate with local and regional organizations in promoting each other. We offer our support in sharing information and in-turn we gain additional support. LDI fosters a positive, inclusive and informative space that engages the audience and generates additional growth. The audiences desire to stay informed of upcoming events and happening ensures that our followers continue to return and share the information.

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WEBSITE ADDITIONS

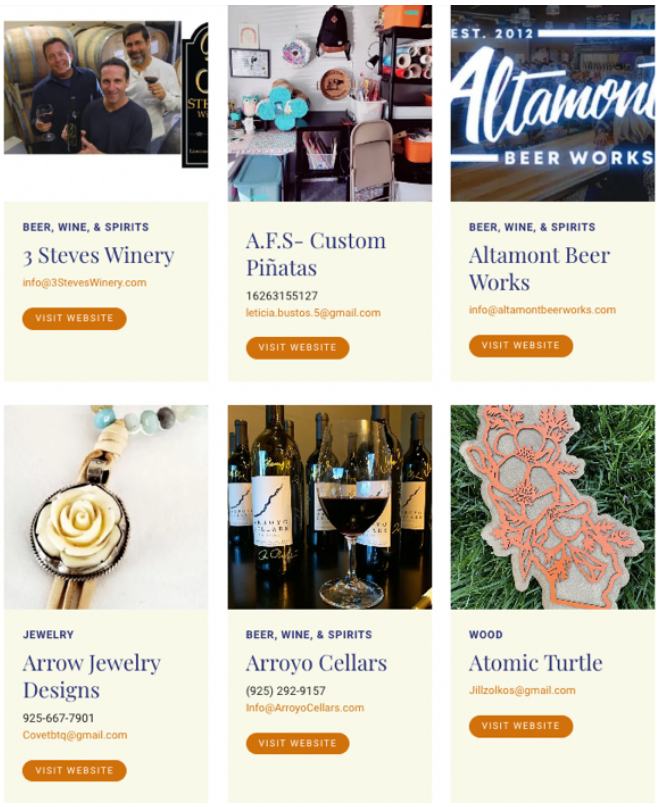
LIVERMORE VALLEY MADE



Livermore Valley Made began as a concept in 2019 and was relaunched in 2020 with the Livermore Downtown Inc Virtual Village, which was a covid-created program to promote businesses and provide a covid complaint way to shop and boost the local economy. We are proud to continue this outreach and covid-safe ways to shop and support local! In August of 2021 the Livermore Valley Made website page was created

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on the Livermore Downtown Inc website. It is essentially a website within a site, dedicated to celebrating local makers. The Livermore Valley Made page hosts a Livermore Valley Made directory, listing all makers based on product category. Their sales portal and preferred communication tool is accessed from their link. This page is designed to be utilized by local and visiting consumers looking to support local makers. Consumers can shop directly with the Maker and discover all the creative, innovative and amazing Makers, right here in the Livermore Valley, bringing uniqueness and excellence to the consumer and once again keeping local dollars, local!



CONSISTENT WEBSITE TRAFFIC

The Livermore Downtown Inc website continues to be one of the most visited sites in the Tri-Valley, serving as a space for consumers to find local businesses and heavily visited for the Downtown events calendar which continues to be a sought after and valuable amenity by businesses and consumers alike. Website data traffic shows that we attract local, regional and national visitors.

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Livermore Downtown Inc
CONTINUED COVID-19 Crisis Support Carried over from 2020/2021

1) Maintained emergency communication text groups for all downtown businesses to have immediate access to information and interaction with their peers.
2) Giving downtown businesses access to our Facebook page and Social Media outreach daily as they announce new business model pivots and revenue opportunities. Over 23,000 following the Livermore Downtown Facebook Page and over 7,000 following the Instagram page.
3) Providing one-on-one assistance for small business owners navigating the Crisis Assistance Programs.
4) Tracking federal and corporate small business grants and covid crisis assistance so that our businesses get early access to vital information.
5) Communicating directly with the Police and Homeless Teams on downtown concerns expressed by downtown businesses and residents.
6) Representing CA Communities on the National Main Street Crisis Coalition as they identify and seek Grants and Foundation support for our small businesses.

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LOOKING AHEAD 2022/2023

Livermore Downtown Inc is dedicated to promoting economic health and vitality in Downtown Livermore. As such we are committed to continuing to provide superior service to our businesses while developing new programs with partners and downtown stakeholders, continuing to foster relationships with outside organizations and discovering new ways to keep Downtown Livermore and the Livermore Valley moving forward!

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Here are some programs and initiatives we plan to implement in the coming year:

Residential Tenant Communication

Livermore Downtown Inc is in the discussion phase of creating a communication program for new residential tenants moving into the Legacy Building. LDI recognizes the opportunity to create new and lasting relationships between residents and businesses within the Downtown area. LDI will create a residential welcome packet to distribute to the realtors managing the project so that they can be presented as part of their overall tenant package. We also feel that it would be a great tenant recruitment tool for the management as well. These welcome packets would include a welcome letter along with an events calendar and a business directory. The business directory would include all downtown businesses with special focus being paid attention to professional businesses within the area. This is the opportunity to make new residents aware of the accessibility *and walkability* of all of their personal needs that they may need to find when moving. Businesses such as local health and fitness, downtown smog and auto repair, dentists, optometrists, health and fitness, alterations, shoe repair, insurance agencies, law offices, accountants, computer repair, beauty service, home décor, veterinarian services and MORE…AND ALL WITHIN WALKING DISTANCE!
Look for this program in Fall of 2022. This program will not only keep local dollars in Livermore, but will also help to reduce traffic and carbon emissions as residents can find what they need within walking distance.

Livermore Labs Partnership

Livermore Downtown Inc is in the conception phase to create a direct partnership program with the Livermore Labs as part of their employee recruitment program.

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Downtown is a HUGE draw for local businesses recruiting talent. We know when companies are recruiting new employees and contract that they look to downtown as a vital amenity. We feel this partnership would not only help the labs in their recruitment process, but also help the downtown area to gain future patrons, partnerships and to help gain National attention for Livermore as a destination. We will be working with the lab and local businesses to host potential recruits, as well as presenting them with a business director and events calendar.

"Visit Livermore" Tourism Program Development Assistance

LDI has been an active and vocal supporter of initiating a Livermore Tourism group that can help to move all of the Livermore Valley forward on the National spectrum. Yes, we want to collaborate regionally and within the Tri-Valley with all of our partners, but we also want to make sure that Livermore has a voice and a Visit Livermore group advocating for the advancement and promotion of the Livermore Valley. Livermore Downtown Inc has previously expressed this need with the City of Livermore Economic Development Director and we would like to continue to pursue this avenue and offer our full support and involvement in the process.

Develop communication protocols for Bankhead Public Space Usage

Livermore Downtown Inc would like to assist in creating protocols for communication amongst businesses and organizations that utilize or conduct business within the shared public space and that will affect the area with noise, activity, etc. LDI has taken notice of recent events where music from a business was conflicting with music from someone using the outdoor space at Bankhead Plaza. We feel that creating communication protocols that would notify all of those users of the space of upcoming events would allow businesses and users of the space the ability to communicate in advance so that businesses can be sure to be mindful and accommodating to those in the area. Furthermore, dates shared in advance will be helpful so that businesses do

LIVERMORE DOWNTOWN INC CALIFORNIA

not book paid entertainment for those days. This communication guideline will also create an ongoing dialogue and foster positive working relationships and a community of supportive users of the Bankhead Plaza space.

Curated Experiences

LDI is in the planning phase of collaborating with influencers to offer curated experiences to tourists and consumers. Livermore Downtown would essentially partner with local, regional and national influencers who have large active followings to create full experiences within the Livermore Downtown and Valley area. We are going to partner with local destinations as well as downtown businesses to feature a full day (or night) experience in downtown Livermore. We will feature several curated experiences and consumers can visit our website to select a curated day that they too can experience! This will serve as a tourist attraction piece, but also generate partnerships within the Livermore Valley and enforce the fact that folks can indeed have a spectacular day without ever leaving Livermore. They just need the ideas and LDI is going to offer fully curated experiences that will be available just a click away on our website!

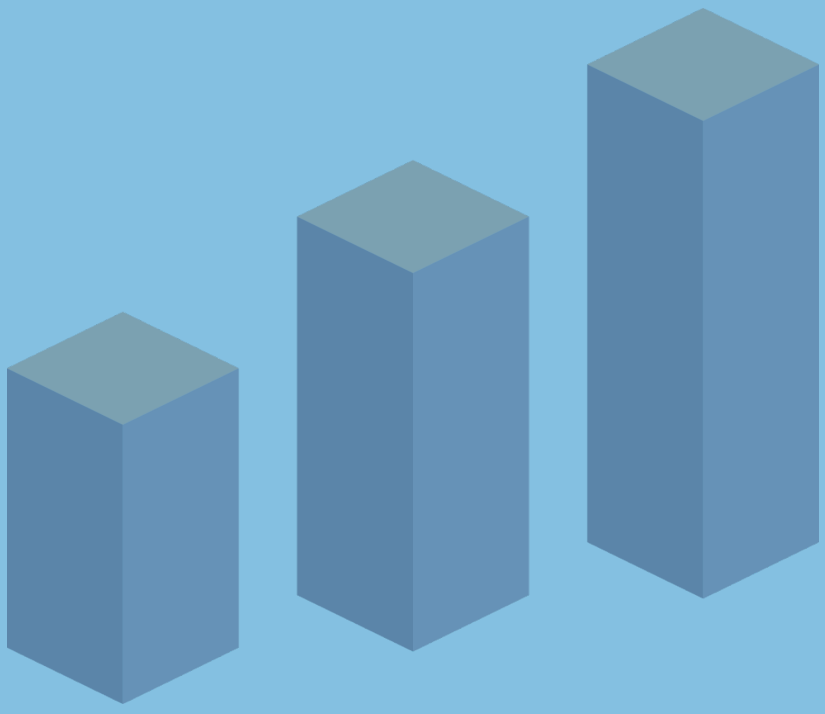
Downtown Banners

Livermore Downtown Inc is working with the City of Livermore's Public Works department to procure banners with beautiful, inspiring, Livermore-centric photographs to be displayed year-round on the light poles' banner bars downtown. These will be in rotation when event or season-specific banners are not in use and will add vibrancy to the downtown area creating an even more inviting, colorful and attractive downtown appearance.

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OPEN/CLOSED BUSINESSES 2021/2022

Livermore Downtown Inc tracks the opening and closing of businesses as well as their effects on job losses and gains. Even though most communities are still recovering from the impacts of Covid-19, this year we saw a new gain of businesses opening and new jobs created for our Downtown and local workforce.

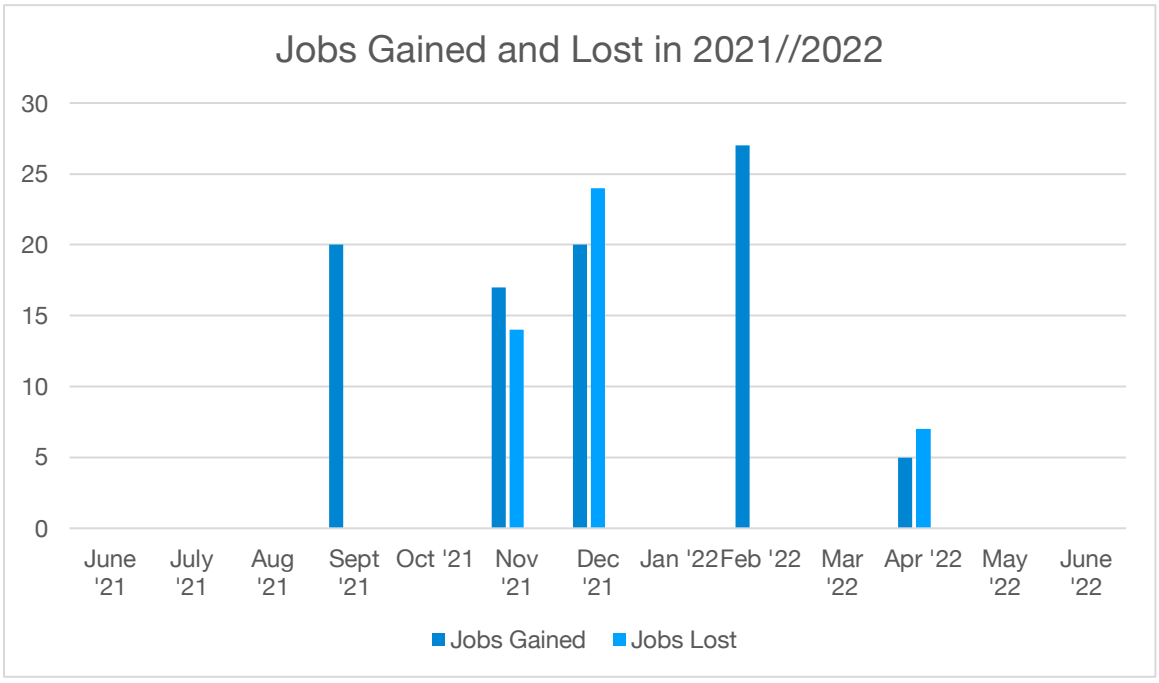


LIVERMORE DOWNTOWN INC CALIFORNIA

Job Loss/Creation

+44

JOBS GAINED IN 2021/2022



Last year we saw a net of +28 jobs gained, this year we that number is up 57.14% with +44 jobs gained

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Business	Address	Opened	Closed	Jobs Gained	Jobs Lost
Locanda Wine Bar	2293 First Street	Sept '21		20	
F-Bomb	21 S. Livermore Ave	Nov '21		2	
Purpose Built	1807 First Street	Nov '21		15	
Omni Fight Club	1959 Second Street		Nov '21		14
Falafel N Gyro Kabab House	2130 First Street	Dec '21		3	
Papa John's Pizza	1682 First Street	Dec '21		10	
Kokolo Donburi	2495 First Street	Dec '21		7	
Rusty's Bar & Grill	2327 First Street		Dec '21		20
First Street Nutrition	2080 First Street		Dec '21		4
The Cheese Parlor	158 Maple Street	Feb '22		6	
Tap 25	25 S. Livermore Ave	Feb '22		5	
Bodega Boheme	2080 First Street	Feb '22		6	
WorldView Real Estate	2222 Second Street Ste #1	Feb '22		10	
Pedego Electric Bikes	1911 Second Street	April '22		5	
Cream	2375 Railroad Ave		April '22		7

Total Jobs Gained:	89	
Total Jobs Lost:		45
Net Jobs Gained:	+44	

Businesses Gained: 11	Businesses Lost: 4	**Net businesses Gained:**	+7	

JOBS GAINED: Last year we saw a net of +28 jobs gained, this year we that number is up 57.14% with +44 jobs gained.

BUSINESSES GAINED: Last year we saw a net of +2 businesses gained. This year we saw a 250% increase with a net of +7 businesses gained.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE 2021-2022 REPORT, AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH LIVERMORE DOWNTOWN, INC. IN AN AMOUNT NOT TO EXCEED $90,000 FOR FISCAL YEAR 2022-2023

The terms and conditions in the agreement between the City of Livermore and Livermore Downtown, Inc. (LDI), approved on October 11, 2021, requires LDI to report its accomplishments during the previous year to the City and to describe the organization's goals for the upcoming year. A copy of LDI's Annual Report 2021/22 detailing the events and services was provided to the City and Downtown merchants as required.

LDI has requested a $90,000 grant for the period from July 1, 2022, through June 30, 2023, for services to be provided to the City of Livermore and downtown promotional expenses for Fiscal Year 2022-2023.

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

1. Accepts LDI's Annual Report 2021/2022 presented with the staff report for this resolution; and,

2. Authorizes the City Manager, or her designee, to execute the agreement, attached hereto as Exhibit A, with LDI in an amount not to exceed $90,000, for the period of July 1, 2022 through June 30, 2023.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on September 27, 2022 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST: APPROVED AS TO FORM:

_____ */s/ Jason Alcala*
Marie Weber Jason Alcala
City Clerk City Attorney

Exhibit A – Agreement with Livermore Downtown Inc.

AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE DOWNTOWN INC. FY 2022-2023

THIS AGREEMENT, is entered into this _____ day of _____, 2022 between the City of Livermore, a municipal corporation ("City") and Livermore Downtown, Inc. ("Recipient").

RECITALS

A. The City and Recipient desire to enhance economic growth and assist businesses in the downtown.

B. Recipient is dedicated to the economic health and vitality of downtown Livermore and is a certified National Main Street Program and 2009 Great American Main Street Award recipient.

C. The City, and in the past the Redevelopment Agency, have partnered with Recipient since 1986 to implement the City's economic development plans through Recipient's liaison with new and established businesses, organization and promotion of events in the downtown, use of Social Media and other promotional materials, and more recently, programs to enhance tourism attraction.

D. The City and Recipient desire to enter into this Agreement, whereby the City will provide a $90,000 grant to Recipient for services to be provided to the City in Fiscal Year 2022-2023.

AGREEMENT

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

I. SCOPE OF WORK

A. Services

Recipient shall provide professional marketing and promotional services to the City as more particularly set forth in Exhibit "A" ("the Services").

B. Budget

The City will issue, and Recipient will use, funds in the amount of $90,000 (the "Funds") to perform the Services consistent with the terms and conditions of this Agreement. The City has not committed any funds to Recipient beyond Fiscal Year 2022-2023.

II. TIME OF PERFORMANCE

Recipient shall provide the Services during the fiscal year period beginning July 1, 2022 and terminating June 30, 2023.

III. PAYMENT

Upon written request by Recipient, the City shall disburse $90,000 of the grant amount within 10 working days of the request.

IV. NOTICES

Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

To City: Attn: Brandon Cardwell , Innovation & Economic Development Dir.
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

To Recipient: Attn: Ruby Lopez-Villareal, Executive Director
Livermore Downtown Inc.
P.O. Box 1067
Livermore, CA 94551

V. ADMINISTRATIVE REQUIREMENTS

A. Documentation, Recordkeeping, Reporting and Monitoring

1. *Documentation*: Recipient shall document and maintain the following records including, but not limited to:

a. Records providing a full description of the Services provided and the date(s) on which each of the Services occurred; and

b. Records demonstrating that each of the Services undertaken meets one of the objectives of this agreement.

2. *Retention Period*: Recipient shall retain all records pertinent to expenditures incurred in the performance of the Services under this Agreement for a period of two (2) years after the termination of all services funded under this Agreement.

3. *Annual Reporting:* Recipient shall provide:

a. Annual Report – an Annual Report will be provided no later than July 5, 2023, summarizing the numbers and results of marketing and promotional activities and describing the accomplishments of the Program

during the 2022-2023 program year.

b. Miscellaneous Reporting - Recipient shall notify the City in writing of any changes in organizational bylaws, personnel, and/or Board of Directors.

4. *Monitoring:* The City will generally monitor the Recipient during the year through its attendance at regular Board Meetings. Said monitoring may also include a more formal semi annual review of Recipient progress and of the financial records of Recipient.

VI. GENERAL CONDITIONS

A. Relationship of Parties – Independent Contractors

The relationship of the parties shall be that of independent contractors. Recipient and its employees are not City officers or employees. Recipient is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services contemplated by this Agreement.

B. Hold Harmless and Indemnity

Recipient shall defend, indemnify and hold City, its elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and court costs arising out of or in connection with this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

C. Amendments

City or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of Recipient, and approved by the City. Such amendments shall not invalidate this Agreement, nor relieve or release Recipient or City from its obligations under this Agreement.

D. Licenses and Permits

Recipient shall be responsible for obtaining all required City permits, licenses, etc., and for complying with all City Codes and Ordinances, as needed.

E. Insurance

Recipient, at its own cost and expense, shall carry and maintain insurance as specified in Exhibit B. A current copy of insurance shall be filed with the City and

approved by its Risk Manager every year, upon renewal.

F. Suspension, Termination, Return of Funds

1. *Termination for Cause*: City may suspend or terminate this Agreement if Recipient materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure, for any reason, of Recipient to fulfill in a timely and proper manner its obligation under this Agreement; or

b. Ineffective or improper use of the Funds provided under this Agreement.

Written notice of termination must be provided at least ten (10) calendar days before the effective date of such termination.

2. *Effect of Termination*: In the event of termination, all of the Funds shall be returned to the City's General Fund.

Signatures on Next Page

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Downtown Inc.
A 501(c)3 Non Profit Corporation
"Recipient"

DATED: August 30, 2022
Ruby Lopez-Villareal

BY: _____
Ruby Lopez-Villareal
Executive Director

Federal Identification Number:
94-3018777

CITY OF LIVERMORE
A Municipal Corporation
"City"

DATED: _____

BY: _____
Marianna Marysheva
City Manager

APPROVED AS TO FORM:

_____
ASSISTANT/CITY ATTORNEY

Exhibits:

Exhibit A - Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – City Brand Guidelines

Exhibit A- Scope of Work

Scope of Work/Fee for Service Deliverables
2022/2023

Economic Vitality

1) Identify and engage with specific support organizations for all downtown industries to increase their support systems available (ie. Fitness, Health and Beauty, Retail Shops).
2) Actively recruit business investment and activation strategies for City owned historic properties in downtown Livermore.
3) Develop and Market Business Retention and Recruitment Programs.
4) Work with businesses on permitting and compliance issues.

5) Provide ongoing tenant and property owner outreach and interaction to inform businesses of City plans, processes and protocols.
6) Maintain Downtown Property Owner Roster.
7) Host Monthly meetings with downtown businesses, property owners and City Staff to maintain clear communication on construction impacts, parking and public space use.
8) Communicate to the public updates on key Downtown revitalization projects.

Design

1) Interface with City Code Enforcement and business owners regarding possible nuisances and zoning code violations.
2) Provide input and direction on downtown Bike Corrals, Public Art and Wayfinding Signage.
3) Activate the Lot on First with community and business-supporting uses.
4) Assist in efforts regarding homeless impacts and solutions.

Promotion

1) Expand on Livermore Valley Tourism efforts and programs to expand on destination marketing and hospitality support, as well as arts promotion.
2) Manage and promote the year-round Sunday and seasonal Thursday Farmer's Market
3) Produce and implement downtown tradition and new events including but not limited to Halloween Hay Day, Witches Night Out, Earlier Than the Bird, Holiday Sights and Sounds Parade, Livermore Half Marathon and Livermore Downtown Street Fest.
4) Manage Downtown kiosks.
5) Promote the Downtown District of Livermore to, among others, the Tri-Valley, Regional and State level organizations and potential tourism outlets.
6) Work collaboratively with local and regional organizations, including Livermore Valley Chamber of Commerce, Livermore Cultural Arts Council, Livermore Valley Winegrowers, Livermore Labs, Visit Tri-Valley, and private organizations such as local makers markets.
7) Act as liaison to external organizations in the downtown industry such as California Main Street, the California Downtown Association, the National Main Street Center, California Association of Festival Producers, Visit California, Responsible Hospitality Institute and the California Restaurant Association.
8) Manage and expand the Livermore Valley Made Initiative.
9) Manage a broad selection of Social Media platforms with well populated content and community interest, maintaining our position as a top Livermore Valley influencer.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 *per accident for bodily injury and property damage.*
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Liquor Liability:
   $1,000,000 per occurrence.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special

limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

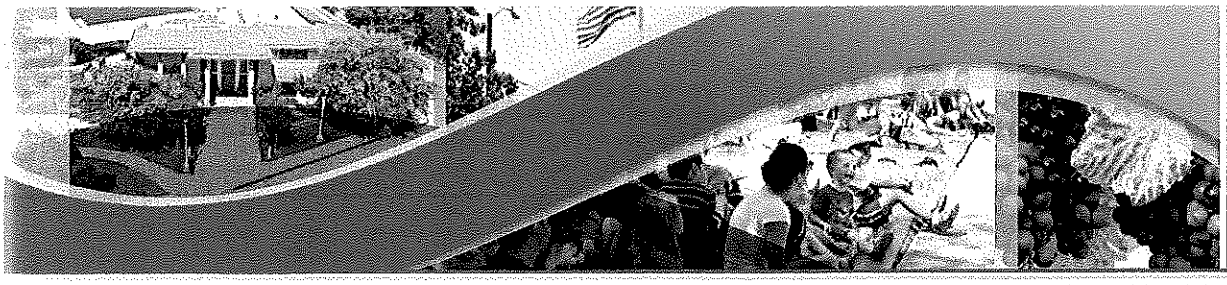


EXHIBIT A

CITY OF LIVERMORE CALIFORNIA

EXHIBIT C

BRAND GUIDELINES

CITY OF LIVERMORE CALIFORNIA

INTRODUCTION.....2

LOGO USAGE.....3

TYPOGRAPHY.....8

COLOR.....9

INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE

CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION

EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY

SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

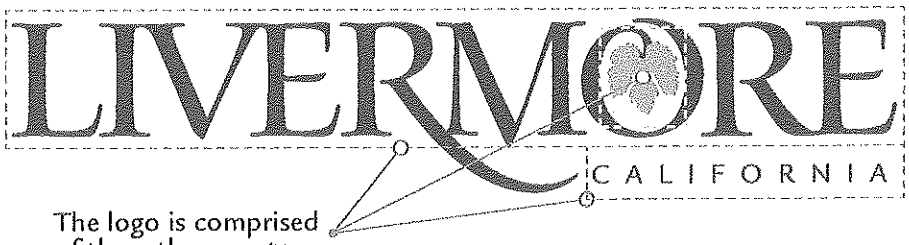
925-960-4000
communications@LivermoreCA.gov

EXHIBIT A

LOGO USAGE

Standard Version

The logo is comprised of three parts: the capital letters "LIVERMORE", "CALIFORNIA" and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.



Other Logo Configurations

There are special cases for which certain, approved variations are permitted for use.
These are described in more detail later in these guidelines.



Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

LIVERMORE CALIFORNIA

BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

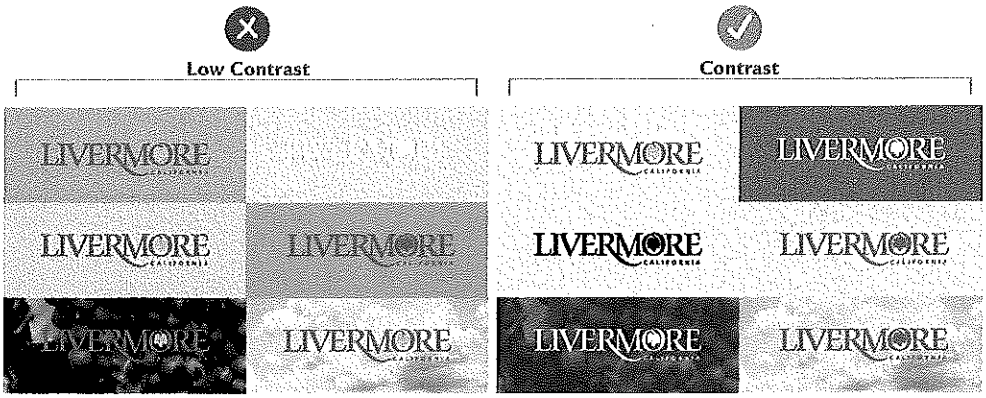
GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90948c

LIVERMORE CALIFORNIA

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increse contrast. When in doubt, err on the side of increasing contrast.



Expert note: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

EXHIBIT A

Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

Alternate Logo Configurations

STACKED

If the primary horizontal logo does not fit or look good in the available space, use the vertically stacked version.



OFFICIAL DOCUMENT VERSION

Note: "City of" text included

For use when the official name of the City of Livermore is required (e.g. financial documents, budget reports, etc.)



TAGLINE

Note: "There's More Here" text included

The tagline acts as a marketing message and should be used appropriately and discriminately when that message is indicated. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City. For consistency, the tagline should never be changed to a different message.



ICON OPTIONS

The Livermore brand leaf can be used decoratively, or as a stand-alone icon.



ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.



Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.

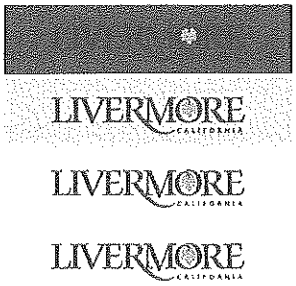


✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



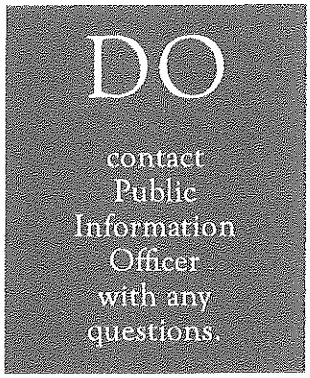
✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	***AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz***
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MOST COMMONLY USED FOR DIGITAL OR OFFICE APPLICATIONS. Alternate fonts are identified here for cases where the the brand fonts are not technically available or advisable. The web-safe, office font Trebuchet MS is relatively consistent across devices, so is good for documents that are being shared (e.g. Microsoft Word docs or presentations). The web fonts Libre Baskerville and Nunito Sans are available free from Google and make for good fonts for the website and other applications like Canva.

Baskerville (web-safe font)

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Libre Baskerville (web font, Google, Canva)

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Trebuchet MS (web-safe font)

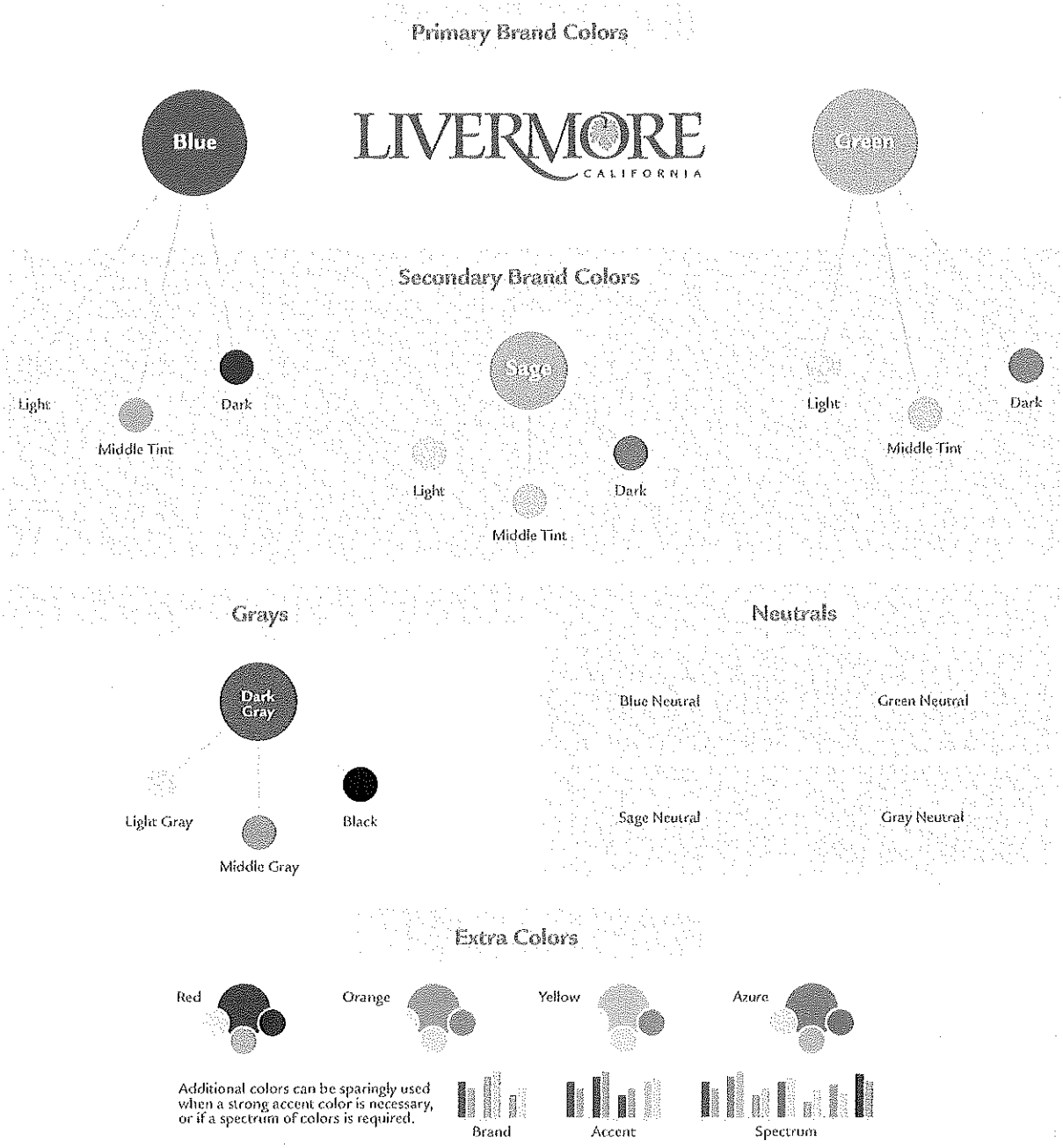
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Nunito Sans (web font, Google, Canva)

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).



Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
❖ Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6	5565 C	5565 U
❖ Sage Dark		#6D8877	109	136	119	9	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
❖ Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
❖ Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%
EXTRA COLORS FOR ACCENT OR FLEXIBILITY											
Red		#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk		#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid		#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt		#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange		#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk		#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid		#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt		#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow		#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk		#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid		#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt		#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure		#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk		#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid		#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt		#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
❖ Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
❖ Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

WEBSITE COLORS	HEX	R	G	B
❖ Blue Dark	#4F4174	79	65	116
❖ Green	#A5A837	165	168	55
❖ Sage Dark	#6D8877	109	136	119
❖ Blue Lt	#E2E8F1	226	232	241
❖ Gray Dk	#435148	67	81	72
❖ Gray Mid	#6B737D	107	115	125

Note: web site colors are a subset of City brand colors selected for online appearance and contrast.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Discussion and direction regarding City participation in a community gun buyback program.

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City's participation in a pilot gun buyback program.

SUMMARY

In response to concerns related to gun safety, many jurisdictions are hosting gun buyback programs. Gun buyback programs provide a public service, allowing people to safely dispose of firearms, ammunition, and related items. During the June 27, 2022 regular City Council meeting, Council directed staff to research the feasibility of hosting a gun buyback program.

DISCUSSION

The safe disposal of unwanted firearms at gun buyback events may reduce unintended access to such firearms, thereby limiting their potential to cause harm.

Staff has researched various gun buyback programs and recommends the following pilot program for the City Council consideration:

Event Sponsor and City Participation

A couple of community service organizations expressed interest in hosting a pilot program. Staff recommends that the City partner with a faith-based organization or non-profit who would be solely responsible for providing gift cards and distributing the cards to those surrendering firearms. City staff would provide event staffing, weapons safety expertise, the event site (if needed), logistics, security, weapons storage, and disposal.

Buyback Payments and Budget

Payments of $100 for operable handguns and rifles appears to be the standard; however, program sponsors should have the discretion to authorize payment of up to $200 for certain types of high-capacity

firearms. To avoid a single person utilizing the entire payment budget for an event, a maximum “per person” payment should be established and advertised in advance of the event. Staff suggests a maximum of three payments per person; however, additional firearms may be turned in without additional payment. Whether the payment is made in cash or gift card should be determined by the organization providing the funds. Although there is no standardized form of payment, gift cards appear to be the most common.

The budget for an event should be at least $10,000 as this amount would cover the exchange of about 100 firearms. If funds were expended early, voluntary disposals could still be completed without payment and additional events could be planned if financial partners are interested. The sponsoring community service organizations will purchase and distribute the gift cards.

Weapon disposal costs would be covered by the City but should be minimal since there is at least one no-cost option, and the other option is $533/ton.

Location and Staffing

Staff recommends hosting the event on the sponsor's private property (church, non-profit, business property, etc.), with logistical support (firearm handling, traffic management) provided by the City. It should be noted that due to the safety and security concerns related to these types of events, it may require 40-50 staff members to run safely and efficiently. This staffing requirement is manageable for a pilot event but will likely be unsustainable for any ongoing program.

Other Logistics

Any firearm (handgun, rifle, assault rifle) in any condition would be accepted; however, payments should only be made for firearms that appear to be in operable condition. All types of ammunition and magazines would be accepted without additional payment. Staff should have contingency plans in place to dispose of explosives or other hazardous materials; however, staff should not encourage anyone to bring such items to a buyback event.

All surrendered weapons should be destroyed in a timely manner to avoid property room storage burdens; however, there should be an exception for weapons that were later determined to be recovered stolen property or evidence of a specific crime. Such weapons should be held for applicable time periods established by legal protocols.

Since this would be a “no questions asked” event, in order to encourage participation, anyone would be eligible to turn in a weapon. There would be no residency restrictions requiring the presentation of identification.

FISCAL AND ADMINISTRATIVE IMPACTS

The Police Department can accommodate a pilot (not ongoing) program within the current budget. City staff will partner with a non-profit to supply the funds for payments to those surrendering firearms.

ATTACHMENTS

Prepared by: Jason Bogerg
Police Captain

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: September 27, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Livermore Hero Award presented to Bilal Shahid. Material: Revised Proclamation
3.3	Commission for the Arts annual update presented by Chair Sabrina Ohnemus. Material: PowerPoint Presentation
3.4	Confirmation of Advisory Body appointments to the Livermore Area Youth Advisory Commission, reappointment of members to the Alameda County Mosquito Abatement District and Tri-Valley Conservancy, and direct the City Clerk to administer the oath of office. Material: PowerPoint Presentation
4.0	Citizens Forum Material: Public Comment Received
7.1	Discussion and direction regarding City participation in a community gun buyback program. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Livermore Hero

BILAL SHAHID

September 27, 2022

***WHEREAS**, on April 3, 2022, Livermore resident, Bilal Shahid, was driving eastbound on Alden Lane when he saw a male lying on the sidewalk. Mr. Shahid, turned his vehicle around and stopped to check on William Kiyabu, who was unresponsive and had agonal breathing; and*

***WHEREAS**, as Mr. Shahid called 911, Mr. Kiyabu stopped breathing and no longer had a pulse. Although Mr. Shahid had never performed or been trained in CPR, he immediately began chest compressions with guidance from Public Safety Dispatcher Shannon McGraw of Alameda County Fire, who was on the call with him; and*

***WHEREAS**, the Livermore Pleasanton Fire Department arrived on scene and took over for Mr. Shahid who was performing "near perfect chest compressions." Mr. Kiyabu regained a pulse at Valley Care Hospital and was in stable condition; and*

***WHEREAS**, had it not been for Mr. Shahid's heroic actions and performance of CPR, Mr. Kiyabu would likely not have survived, as it was estimated he had suffered a medical emergency about ten minutes prior to being found;*

***NOW THEREFORE**, the Mayor and City Council of the City of Livermore recognizes the heroic efforts of Mr. Bilal Shahid which ultimately saved a life and, on behalf of the Livermore community, declares Mr. Bilal Shahid a Livermore Hero.*

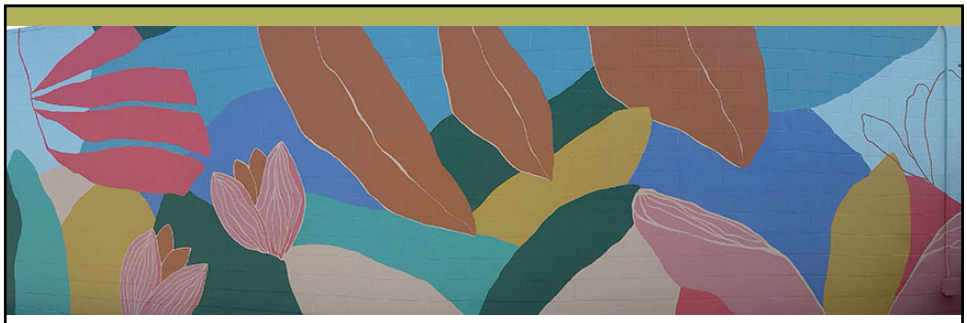
Mayor Bob Woerner

Vice Mayor Gina Bonanno

Council Member Robert W. Carling

Council Member Brittni Kiick

Council Member Patricia K. Munro



Livermore Commission for the Arts

City Council Update

September 27, 2022

LIVERMORE CALIFORNIA

1

What we've been up to

- Cultural Arts Plan
- Grants & Awards
- Springtown Art Investment
- Livermore Murals Video
- Art Show Judging
- Utility Box Mural Program Revamp

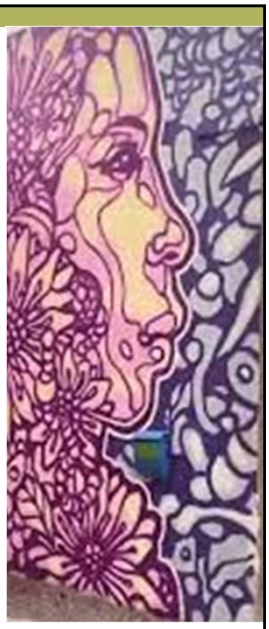


LIVERMORE CALIFORNIA

2

Looking Forward

- Usher in the new Livermore Cultural Arts Plan
  - Operationalizing Priorities
  - Strengthen Strategic Partnerships
  - Review existing Programs & Policies
  - Encourage diverse talent for open Commission slots



LIVERMORE CALIFORNIA

3

It Takes a Team…

- Commissioners
- Dedicated City Staff
- Engaged Citizens
- City Council

Thank You



LIVERMORE CALIFORNIA

4



Confirmation of Advisory Body Appointments

September 27, 2022

Presented by Marie Weber, City Clerk

LIVERMORE CALIFORNIA

1

Livermore Area Youth Advisory Commission (LAYAC)

Appointment of the following individuals to an unexpired term ending September 1, 2023:

- Sai Gayathri Penugonda
- William Pinkston

Appointment of the following individuals to a regular term ending September 1, 2024:

- Alexa Sumitra
- Ally Grant
- Isabel Roy
- Danielle Rasmussen

LIVERMORE CALIFORNIA

2

Alameda County Mosquito Abatement District

Reappointment to a regular term ending January 4, 2027:

•Steven Cox

Tri-Valley Conservancy

Reappointment to a regular term ending January 1, 2027:

•Scott Akin

LIVERMORE CALIFORNIA

3

From: Rob Blum
To: Cityclerk - Livermore
Subject: Disgusted with City Council
Date: Saturday, September 24, 2022 7:02:05 PM

> The Mayor and current City Council have to be voted OUT this November. John Marchand is not to be reelected.. They continue to ignore the overwhelming majority of the citizens of Livermore and have illegally defied the wishes of the citizens. The City Council has rushed behind Livermore Citizens backs for many times through out the last couple years including the recent quick sale of Livermore's downtown prime property to Eden Housing.

> A new Mayor and a new City Council need to be elected this November that supports the will of the people and relocate Eden Housing to a better location and not in the middle of downtown. Give what the citizens have been fighting for in the past several years. Save the valuable prime Downtown property Lot for a Large Scale destination Central Park and create a place for everybody to enjoy for years to come.
>

> Rob Blum

> Livermore

From: Chuck Borzileri
To: Cityclerk - Livermore
Subject: Eden Housing
Date: Monday, September 26, 2022 7:12:19 AM

Chuck Borzileri
The Mayor and city council members have been elected to represent the citizens of Livermore. Their actions on Eden housing and refusing to accept the referendum have Illegally denied the wishes of the citizens of Livermore. They know that the citizens would have rejected the sale and location of Eden housing. YOU work for the citizens of Livermore, but are influenced by the developers?. That is a clear conflict of interest. On November 8, we will have a new Mayor and city council that represent the people of Livermore. Giving Eden housing the land and funding the purchase is criminally negligent , and they should be held accountable.

From: BERNARD CABANNE
To: Cityclerk - Livermore; BERNARD CABANNE
Subject: Fwd: Item #4 The will of the residents must prevail
Date: Tuesday, September 27, 2022 11:49:47 AM

Item # 4 Citizens Forum

Let Livermore residents vote!!! What is the city council afraid of ?
Why did the city illegally keep the collected signatures for the referendum instead of turning the petitions over to the Alameda County Clerk as required by law ??? The courts, not the city, will determine the legality of the referendum. The expedited case
will be heard in the Court of Appeals next week.

Having illegally retained the petitions, the city council compounded their deceitful actions by selling the Eden Property September 7th, just two months before the city council
election November 8th. The city council willfully denied the wishes of its residents. A new city council majority must be elected that is law abiding and serves the will of the people.

We the people, by the people, for the people…The importance of these words must be upheld in the upcoming election…
It's time for transparency, honesty and a willingness to listen.
Vote for positive change. Vote for a new council majority.

Donna Cabanne
Livermore Resident

From:	James Caselli
To:	letters@independentnews.com; Cityclerk - Livermore
Subject:	Amazed
Date:	Sunday, September 25, 2022 6:44:37 PM

I continue to be amazed at the lack of concern by the mayor and the city council regarding the views of the citizenry. It would have been so simple to wait until after the election to confirm what Livermore citizens truly want for our downtown. Why push the land sale through in such a time frame if the counsel is so certain that the citizens want apartments in the city center? Why use the city attorney, paid for by citizens, to stiffle the voice of those same citizens? Supporters of the current plan continue to state that citizens have already voted. Regardless, citizens now have a much better perspective regarding the effect that large apartments have on our downtown, based on current construction. Again I ask, why the rush? When so much time has passed, it is not unreasonable to wait a couple more months to determine the people's choice? Why can't the mayor and city council be a little more reasonable? flexible? understanding? accountable?

From: TERRY CROSS
To: Cityclerk - Livermore
Subject: Eden Project
Date: Sunday, September 25, 2022 6:42:06 AM

A major mistake to our community, placing this downtown !!!

Brian/Terry Cross
[redacted]

From: Dodie Finney-Slade
To: Cityclerk - Livermore; letters@independentnews.com
Subject: Sale of property to Eden Housing
Date: Monday, September 26, 2022 10:02:03 AM

Mayor Woerner & City Council,

The sale of city property to Eden Housing is just the latest in a long string of deals our past mayor, current mayor, and city councils have done in order to meet their objectives to override the will of Livermore citizens. The downtown project has been corrupted by the city's back door deals, broken promises, lack of transparency, and dishonest representation of the final project. Remember when we were told the downtown hotel would have underground parking and a restaurant? The Eden Housing plan is not finalized - how many "design changes" will happen before IT is built? The lack of honesty and integrity from our past and current city elected officials does not inspire confidence in their ability to have the best interest and desires of the citizens of Livermore at heart.

Dodie Finney-Slade
[redacted]
Livermore, CA 94551
[redacted]

From: Lucy
To: Cityclerk - Livermore
Subject: Tuesday 27 September City Council Meeting. Eden Housing — still and again
Date: Monday, September 26, 2022 10:10:09 PM

For the Tuesday 27 September City Council Meeting.
It is simply amazing that this City Council continues its lack of transparency and good will towards the citizens of Livermore. I wasn't involved in the early discussions about the downtown plan, but in the last two years, I have watched as the City Council downplayed the effects of Eden Housing on parking and traffic downtown, refused to entertain the possibility of relocating Eden Housing, refused to consider the referendum (which was executed in good faith by Livermore citizens), and rushed to sell the land to Eden Housing in an effort to place it beyond any further discussion or considerations. This is not a good faith City Council. This is not a transparent City Council. This is a City Council which has decided, doubtless "for the good of its citizens" that Livermore citizens don't get a say. Wow. Just wow.

Lucy Hair
[redacted]., Livermore

Sent from Proton Mail for iOS

From:	Tom Jefferson
To:	Cityclerk - Livermore
Subject:	Comment for item 4 Citizens Forum at Tuesday 9/27/22 Livermore City Council Meeting
Date:	Sunday, September 25, 2022 1:43:49 PM

The way the Livermore City and City Councils have gone about the redevelopment of the former Lucky site downtown has been absolutely sorrowful. The $500k Public Outreach a few years ago asked participants to rank 10 possible items for the site. Coming in number 1 was parking and absolutely last was housing. So, what did the Council do? Just ignore the outreach results and propose Eden Housing with its inadequate parking for the site.

This year the Council connived to sell the property to Eden Housing and give them a $7+ million loan, likely because the Council felt Eden could not get a loan elsewhere and because they want to make it difficult or impossible for a newly elected Council in November to overturn their decision. Outraged citizens quickly got 8000+ signatures for a referendum to stop this sale and sadly City decided not to even verify the signatures. Unbelievably sad for the City's residents.

City Council, please change course.

Thomas Jefferson, Livermore

From: E Judge
To: Cityclerk - Livermore
Subject: Comments to Council for Item #4, Tuesday, 9/27,
Date: Sunday, September 25, 2022 12:12:52 PM

Comments to the City Council for Item #4, Tuesday, September 27, 2022 from Elizabeth M. Judge

You may be pleased with what you have accomplished by selling the land to Eden Housing before the election, but you cannot be proud of how you did it. The end does not justify the means. History will not treat you well for several reasons but throwing democracy out the window will be the biggest one.

Democracy is under attack all over the world. Autocrats are lying to citizens and tearing down anyone in opposition to their claim to power. Democracy has to work locally and all of us must be stewards of it to see that it is not lost.

From the outside looking in at the council, it appears that this underhanded action has a personal vendetta written all over it. If you are satisfied with what you did, I hope that satisfaction is very short-lived.

From: Denise Leddon
To: Cityclerk - Livermore
Subject: For the September 27 Livermore City Council Meeting
Date: Tuesday, September 27, 2022 11:46:20 AM

Dear City Clerk,

For the September 27 Livermore City Council Meeting:

The City of Livermore should have verified the 8,000+ signatures that were gathered for the Referendum. The City should have allowed the Referendum to go through and have allowed the Citizens of Livermore to vote. The City didn't because they knew the City would lose the vote. There are pending litigations The citizens are now painfully aware of the illegal tactics the City will go to, to have their own way instead of listening to the citizens. And the City loaning millions of dollars to Eden Housing?! If Eden cannot do it on their own, they should not do it! Bad deal.

I would have expected a Recall of these City Council Members if the elections were not already just a month plus away!

Thank you,
Denise Leddon

From:	Marcus Libkind
To:	Cityclerk - Livermore
Subject:	Comments for Citizens Forum at September 27 meeting
Date:	Sunday, September 25, 2022 7:08:28 PM

City Clerk,

I'm submitting these comments for the Citizens Forum at the September 27 meeting of the Livermore City Council. Please make sure that they are part of the record.

The sale of part of the Old Lucky Site to Eden Housing was to be expected although the election of a new mayor and two council seats will take place in 8 weeks at which time I expect that there will be a new outlook from the within the city council. The current council may think that they won the war but they have not; only a battle. There are too many people who oppose the current plan, the plan of the current council, and there are many ways that Eden can be prodded into what is clearly a better plan with more units of affordable housing and at the same time more park space for their tenants and all the citizens of Livermore.

It appears to me that there was a time when Eden might have jumped at the prospect of more units on the north side of Railroad Avenue. But the City Council failed miserably in promoting such as plan that would have been a win-win outcome. Instead they have done everything in their power to stop Livermore from creating the best downtown possible.

Eden still has to deal with the fact that their plan does not meet the requirements of the Downtown Specific Plan. If the Court of Appeal determines that their plan does not meet the requirements, then I will jump for joy, revel in the fact that the current council's plan failed, and the current council will go down in the history of Livermore as wasting time and money because of some self-serving idea that they knew better than the citizens of Livermore what was desired by the electorate.

November's election for mayor and two council seats is going to be the referendum that the City of Livermore rejected processing. I urge all who want the best downtown possible with the most affordable housing to vote for Mony Nop for mayor, and Carol Wahrer for District 1 and Ben Barrientos for District 2 seats.

Marcus Libkind
Livermore, CA 94550

From: Jeffrey Miller
To: Cityclerk - Livermore
Subject: Eden Housing
Date: Saturday, September 24, 2022 2:44:31 PM

I have been a resident of Livermore for the past six years. I moved here because of the small town atmosphere, lack of crowds and crime, and the overall appeal of the Livermore area. I am strongly opposed to the current Eden Housing plan, which will ruin the downtown area, cause problems with traffic, parking and congestion, and create an undesireable attmosphere in the city. It was poorly planned and I will not vote for any candidates for mayor or city council who are supporting this plan. It needs to be redesigned. While we need affordable housing, the housing needs to be located outside of the downtown area. Jeff Miller

From: Jeff Richardson
To: Cityclerk - Livermore
Subject: Comments for Sept 27 Council Meeting
Date: Tuesday, September 27, 2022 11:19:33 AM

Moving forward on the current Eden Housing plan compounds the poor decisions made to date which will cast a blight on Downtown Livermore. It is irresponsible of the Council to commit the City to over $17M to support a project which so many oppose. The parking impact alone of the current proposed site will make enjoying Downtown Livermore a nightmare. We need a new plan & City administrstion which listens to the people of Livermore.

Karen & Jeff Richardson

Sent from my iPhone

To: City Clerk <cityclerk@LivermoreCA.gov>
Subject: Sale of downtown property to Eden Housing
Dear Council Members,

I am convinced that all of you are intelligent people, who came into office with the intention of serving the people of Livermore. I therefore do not understand your antipathy toward Livermore citizens and your stubborn insistence that the Eden Housing project, as modified, is in the best interests of Livermore and its residents. Why not agree to negotiate with your opposition, so everybody wins and nobody loses?

There are several obstacles that come to mind regarding your current position, enumerated below.

The first obstacle is that Eden is no longer proposing to build “workforce” housing as previously promised. City workers, school teachers, and workers at nearby businesses are now defined as making too much money to qualify.

The second obstacle is the project is located in the wrong place! It is proposed in the heart of the city, which should be welcoming to tourists and residents, to benefit them and the many small businesses located nearby. Almost universally, towns founded during the Spanish and Mexican era have plazas at their center for their citizens to enjoy.

The third obstacle is that a large majority of Livermore Citizens, while supportive of the need for modest-cost housing, understand that there are better locations nearby. We know this to be true from polls that have been taken, and from the welcoming response people circulating a referendum petition on the project received from a preponderance of citizens when they went door to door gathering signatures.

The fourth obstacle is that the project violates established City standards.

The fifth obstacle is soil contamination at the site the must be alleviated at great expense for the project to proceed.

The sixth obstacle is the illegality of not certifying the more-than-adequate number of signatures required for a referendum on the project. The City is relying on the dubious assumption that their action to “sell” the property using a loan from the city for the purchase from the City is not a legislative action but instead an administrative action, not subject to a referendum. This in spite of courts have found that the expenditure of public funds is a legislative action!

All of these obstacles could be avoided by simply working with responsible citizens to move the project north of Railroad Avenue and/or other centrally-located properties. Such a move would result in an improved project:

- More than 100 additional units could be accommodated
- All obstacles could be eliminated, speeding the project completion

Can’t we just negotiate to move the project and solve this conundrum?

Sincerely,
Richard Ryon
Livermore citizen

From:	johnna thompson
To:	Cityclerk - Livermore
Subject:	Comments for tonight"s city council meeting
Date:	Tuesday, September 27, 2022 7:33:31 AM

I understand the council's desire to lock in your downtown plan so that it can't be altered by the outcome of November's election, no matter that voters may decide that your vision for downtown is myopic and flawed. Your egos are tethered to defending your plan, as is your fervor to deny Joan Seppala any scrap of victory. And, to be fair, mixed in with the ego and vindictiveness is also a genuine aspiration to procure housing for low-income residents. Nevertheless, your tactics have been alarmingly anti-democratic. Refusing to accept referendum signatures and rushing through the sale of land to Eden ahead of November's election, using Livermore taxpayers' money to loan to Eden for the purchase, were done to guarantee that you would get your way, regardless of voters' wishes. You did it because you could, not because it was the right thing to do. The right thing, the democratic thing, would have been to allow the referendum to be on the ballot in November and wait to see what Livermore's voters want. We are, after all, the people you purport to represent.

Johnna Thompson
Livermore voter

From:	Sheryl Volkman
To:	Cityclerk - Livermore
Subject:	Comment for City Council meeting September 27th 2022
Date:	Tuesday, September 27, 2022 11:13:38 AM

Dear City Council,

Please respect the citizens of Livermore and honor the referendum.
I support affordable housing in LIvermore, but in a different location.

Sincerely, Sheryl Volkman

From:	Jeannie Wolitzer
To:	Cityclerk - Livermore
Subject:	Eden Housing
Date:	Saturday, September 24, 2022 2:39:25 PM

It is difficult to find a reason of integrity for the refusal to put important decisions to the vote of the citizens, by referendum on the ballot or allowing the election of mayor and city council members to precede important irrevocable action. This story unrolls as a small representation of the current breakdown of democracy. Is that what Livermore wants to be part of? I expected better and am deeply disappointed.

The loss of a small oasis of park in downtown Livermore would be a permanent reminder of that disappointment. If New York City can put a priority on the value of parkland in the midst of the most high demand expensive real estate in the world (Central Park) can we really not reserve a little shade and benches for families for years and perhaps generations to come?

Jean Wolitzer



Recommendations for City Participation in a Gun Buyback Event

September 27, 2022

Presented by Jason Boberg, Police Captain

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1

Key Recommendations

- Partner with faith-based organizations or non-profits for the event location and funding, with a budget of at least $10,000. City resources should be restricted to the personnel and equipment required to collect, safely store, and dispose of the surrendered items
- Establish participant eligibility as a “no questions asked” event
- Identify and publicize the types of weapons and items to be accepted (operable firearms, non-operable firearms, ammunition, and magazines)

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2

Key Recommendations

- Set participant payment at $100 per firearm, with possible payments of $200 per firearm for certain types of high-capacity weapons
- Utilize gift cards as the payment format
- Place a limit of three payments per participant to ensure payments to all participants

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3

Key Recommendations

- LPD should seek assistance from LPD volunteers, police reserves, and allied agencies to maximize personnel resources
- Host the event in late October or early November
- Dispose of surrendered items in a timely fashion to avoid storage burdens on the property and evidence room

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4

Recommended Action

- Staff recommends that the City Council authorize the City's participation in a pilot gun buyback program.

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Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Mayor Woerner	9/13/2022	COVID 19 Community Advisory Group	https://covid-19.acgov.org/community-advisory-group	Advisory Body
Mayor Woerner	9/14/2022	Tri Valley San Joaquin Regional Rail Authority	https://www.valleylinkrail.com/valleylink-project	Board Meeting
Mayor Woerner	9/16/2022	Presentation to Eden Housing, Quest and Spark		Recognition Event
Mayor Woerner	9/24/2022	Chamber of Commerce		RIbbon Cutting & Mural Unveiling
Mayor Woerner	9/25/2022	Alatamont Cruisers		Mayors Award Ceremony

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Vice Mayor Bonanno	9/12/2022	Alameda County Transportation Commission (ACTC)	https://d3n9y02raazwpg.cloudfront.net/alamedactc/85593d89-0233-11ed-baa3-0050569183fa-abb6aa12-d2c6-4f47-b79b-	ACTC Programs and Projects Committee	
Vice Mayor Bonanno	9/12/2022	Livermore-Amador Valley Transit Authority	https://wheelsbus.com/wp-content/uploads/2022/06/BOD-Packet-	Board	
Vice Mayor Bonanno	9/20/2022	Livermore Downtown Inc		Board	
Vice Mayor Bonanno	9/21/2022	Climate Action Sub-Committee		Council Sub-committee	
Vice Mayor Bonanno	9/21/2022	Livermore-Amador Valley Transit Authority			Interview 3 finalists for LAVTA Executive Director position
Vice Mayor Bonanno	9/22/2022	Tour and Briefing			Briefing & Tour of Falck's East County Ambulance Hub
Vice Mayor Bonanno	9/26/2022	University of California Livermore Collaboration Center Dedication		Event at LLNL	

Council Member	Committee Meeting Date	Committee	Meeting Type
Council Member Carling	9/15/2022	Town Hall with Eric Swalwell	
Council Member Carling	9/16/2022	Altamont Open Space Committee	board meeting
Council Member Carling	9/21/2022	tour of Goodness Village with Senator Glazer	
Council Member Carling	9/22/2022	farmers' market	
Council Member Carling	9/24/2022	ribbon cutting for astronaut murals	