



CITY COUNCIL

AGENDA

MONDAY, OCTOBER 11, 2021

VIRTUAL REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:30PM

TELECONFERENCE:

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

CITY OF LIVERMORE YOUTUBE CHANNEL:

<https://www.youtube.com/c/CityofLivermoreCalifornia>

ZOOM WEBINAR:

<https://us02web.zoom.us/j/89259275389>

Zoom dial in phone number:

1 669 900 6833

Meeting ID: 892 5927 5389

Bob Woerner, Mayor

Trish Munro, Vice Mayor

Brittni Kiick, Council Member

Robert W. Carling, Council Member

Regina Bonanno, Council Member

1. **CLOSED SESSION - 6:30PM - 6:45PM**

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

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

- 1.1 Conference with Labor Negotiator, Conference Joint Powers Agency Confidential Information. To meet with Administrative Services Director Douglas Alessio, the City's negotiator, pursuant to Government Code sections 54957.6, and 54956.96 regarding negotiations with The International Association of Firefighters, Local 1974, AFL-CIO-CLC.

2. **CALL TO ORDER**

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. **PROCLAMATIONS AND PRESENTATIONS**

- 3.1 All-America City Award Presentation

Recommendation:

Staff recommends the City Council receive the All-America City award from National Civic League Board Member Barbara Halliday.

Staff Report

- 3.2 Proclamation supporting and welcoming Afghan refugees and the people of Afghanistan

Recommendation:

Staff recommends the City Council proclaim Livermore as a City that supports and welcomes Afghan refugees and the people of Afghanistan.

Staff Report

Attachments:

1. [Proclamation](#)

4. **CITIZENS FORUM**

- In conformance with the Brown Act, no City Council action can occur on items presented during Citizens Forum.

- Please log into Zoom to provide verbal public comment during the City Council Meeting.
- 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 use the raise hand feature.

- 5.1 Approval of draft minutes - September 27, 2021 City Council Regular Meeting and September 28, 2021 and September 30, 2021 City Council Special Meetings.

Recommendation:

Staff recommends the City Council approve the draft minutes.

Staff Report

Attachments:

1. [Draft Minutes - 2021-09-27 Regular Meeting](#)
2. [Draft Minutes - 2021-09-28 Special Meeting](#)
3. [Draft Minutes - 2021-09-30 Special Meeting](#)

- 5.2 Resolution authorizing execution of Task Order No.13 to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement with Zone 7 Water Agency for the Iron Horse Trail Improvements - Isabel Avenue to Murrieta Boulevard, Project No. 2017-24, in an amount not to exceed \$245,082.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute Task Order No. 13 to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement with Zone 7 Water Agency for the Iron Horse Trail- Isabel Avenue to Murrieta Boulevard, Project No. 2017-24, in an amount not to exceed \$245,082.

Staff Report

Attachments:

1. [Resolution](#)
2. [Exhibit A - Task Order 013](#)

- 5.3 Resolution authorizing execution of a Purchase Order with Belcorp Ag, LLC. for two replacement tractors, in the not-to-exceed amount of \$225,111.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing execution of a Purchase Order with Belcorp Ag, LLC. for two replacement tractors, in the not-to-exceed amount of \$225,111.

Staff Report

Attachments:

- [1. John Deere Co. Sourcewell Contract](#)
- [2. Belkorp 6120M tractor Quote](#)
- [3. Resolution](#)

- 5.4 Resolution authorizing execution of an agreement with F&V Enterprise, Inc. DBA Tri-Valley Auto Body for on-call vehicle body work and repair services in an amount not-to-exceed \$180,000.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing execution of a three-year agreement with F&V Enterprise, Inc. DBA Tri-Valley Auto Body (Tri-Valley) to perform on-call services for vehicle body work and repair services of City vehicles and equipment with an option to extend for one additional two-year term, in an amount not-to-exceed \$180,000.

Staff Report**Attachments:**

- [1. Resolution](#)
- [2. Exhibit A - Agreement with F&V Enterprises DBA Tri-Valley Auto Body](#)

- 5.5 Resolution approving the Memorandum of Understanding between the City of Livermore and the Association of Livermore Employees.

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Association of Livermore Employees for the term of October 1, 2021 through September 30, 2025.

Staff Report**Attachments:**

- [1. ALE MOU 2021-2025 Redline](#)
- [2. Resolution](#)
- [3. Exhibit A - ALE MOU 2021-2025](#)

- 5.6 Resolution approving the City of Livermore Salary Plan as of October 11, 2021 in accordance with the California Code of Regulations, Title 2, Section 570.5.

Recommendation:

Staff recommends that the City Council adopt a resolution approving the City of Livermore Salary Plan as of October 11, 2021 in accordance with the California Code of Regulations, Title 2, Section 570.5.

Staff Report**Attachments:**

- [1. Resolution](#)
- [2. Exhibit A - Salary Plan effective October 11, 2021](#)

- 5.7 Resolution accepting the Livermore Downtown Inc. Annual Report for FY 2020/2021, appropriating an additional \$40,000 to the previously budgeted \$90,000 for the increased

scope of services, and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of \$130,000 for services provided to the City and for related operating expenses for FY 2021-22.

Recommendation:

Staff recommends the Council adopt a resolution accepting the Livermore Downtown Inc. Annual Report for FY 2020/2021, appropriating an additional \$40,000 to the previously budgeted \$90,000 for the increased scope of services, and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of \$130,000 for services provided to the City and for related operating expenses for FY 2021-22.

Staff Report

Attachments:

1. [2020-2021 Final Report](#)
2. [Resolution](#)
3. [Exhibit A - Grant Agreement](#)

6. PUBLIC HEARINGS

- 6.1 Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2021 weed abatement assessments for collection on the County Assessor tax roll.

Recommendation:

Staff recommends City Council consider all protests, and if Council finds appropriate, adopt a resolution overruling protests and confirming the 2021 weed abatement assessments and direct staff to file a certified copy of the assessment report with the County Auditor.

Staff Report

Attachments:

1. [Resolution](#)
2. [Exhibit A - 2021 Weed Abatement Assessments](#)

- 6.2 7:05 p.m. - Public hearing in compliance with California Elections Code Section 21607.1 to present redistricting information and an overview of the upcoming redistricting process for public input

Recommendation:

Staff recommends the City Council:

1. Receive a report on the redistricting process and permissible criteria to be considered to redraw City Council election district boundaries; and
2. Conduct a public hearing to receive public input on the redistricting process and permissible criteria (including without limitation district boundaries and composition thereof).

Staff Report

7. MATTERS FOR CONSIDERATION

- 7.1 Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding (1) the City's emergency operations in response to that emergency, and (2) regarding a report from the County/City task force on vaccinations.

Recommendation:

An oral report will be given at the meeting.

Staff Report

- 7.2 Resolution approving the hiring of retired annuitant, Neal Snedecor Jr., Information Technology Manager in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

Recommendation:

Staff recommends that the City Council adopt a resolution approving the hiring of retired annuitant, Neal Snedecor Jr., Information Technology Manager in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

Staff Report

Attachments:

- 1. Resolution
- 2. Exhibit A

- 7.3 Public meeting to receive testimony on the formation of the Livermore Valley Wine Heritage District.

Recommendation:

Staff recommends the City Council open the public meeting and receive testimony.

Staff Report

Attachments:

- 1. Resolution No. 2021-158

- 7.4 Update on the FY 2021-23 City Council Goals and Priorities and Equity and Inclusion workplan.

Recommendation:

Staff recommends that City Council receive an update on the FY 2021-23 Goals and Priorities and Equity and Inclusion workplan.

Staff Report

Attachments:

- 1. FY 2021-23 Goals and Priorities Report
- 2. Equity and Inclusion Subcommittee Recommendations

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

9. ADJOURNMENT

To a Special City Council Meeting Workshop on October 18, 2021 at 5:00 p.m., held virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental Materials received prior to the meeting.

[Staff Report](#)

Attachments:

[1. Supplemental Materials](#)

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 submit a comment using Zoom, you may use the 'raise hand' feature. You should be aware 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 questions from the City Council and a presentation by the applicant. The Mayor will then open the hearing to the public and offer an opportunity for public comments. You may use the 'raise hand' feature in Zoom and take 3 minutes to make your comments.

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 Virtual Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@cityoflivermore.net). 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 4PM the day of the meeting. These items will NOT be read into the record and are viewable by the 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 using Zoom, you may use the 'raise hand' feature. You should be aware 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/89259275389>

Zoom dial in phone number:

1 669 900 6833

Meeting ID: 892 5927 5389

If you would like to deliver written materials to the City Council as part of their electronic comments during a meeting, the speaker must identify that intent in his or her comment submitted and immediately email the materials to the City Clerk at cityclerk@cityoflivermore.net.

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@CITYOFLIVERMORE.NET OR CALL (925) 960-4170 (VOICE) OR (925) 960-4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.



CITY COUNCIL STAFF REPORT

ITEM NO. 3.1

DATE: October 11, 2021
TO: Honorable Mayor and City Council
FROM: Marc Roberts, City Manager
SUBJECT: All-America City Award Presentation

RECOMMENDED ACTION

Staff recommends the City Council receive the All-America City award from National Civic League Board Member Barbara Halliday.

SUMMARY

National Civic League Board Member Mayor Barbara Halliday from the City of Hayward will present the All-America award.

DISCUSSION

ATTACHMENTS

Prepared by: Stephanie Egidio
Management Analyst

Approved by:

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Marc Roberts
City Manager

Fiscal Review by:

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Douglas Alessio
Administrative Services Director



CITY COUNCIL STAFF REPORT

ITEM NO. 3.2

DATE: October 11, 2021
TO: Honorable Mayor and City Council
FROM: Marc Roberts, City Manager
SUBJECT: Proclamation supporting and welcoming Afghan refugees and the people of Afghanistan

RECOMMENDED ACTION

Staff recommends the City Council proclaim Livermore as a City that supports and welcomes Afghan refugees and the people of Afghanistan.

SUMMARY

DISCUSSION

ATTACHMENTS

[1. Proclamation](#)

Prepared by: Christine Martin
Assistant City Manager

Approved by:

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Marc Roberts
City Manager

Fiscal Review by:

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Douglas Alessio
Administrative Services Director

Proclamation

of the
City of Livermore

SUPPORTING AND WELCOMING AFGHAN REFUGEES AND THE PEOPLE OF AFGHANISTAN

October 11, 2021

WHEREAS, in February 2020, the Afghan Taliban signed a peace agreement with the United States (“US”) ahead of a proposed withdrawal of US troops, and in April 2021, President Biden announced that US military forces would leave Afghanistan by September 11, 2021 after a 20-year conflict; and

WHEREAS, the Taliban ramped up attacks on Afghan National Defense and Security Forces bases and outposts, and on August 15, 2021, Taliban fighters entered the capital, leading Afghan President Ashraf Ghani to flee the country and the Afghan government to collapse; and

WHEREAS, the ongoing uncertainty and violence in Afghanistan and the takeover of the Afghan government by the Taliban has created a humanitarian crisis, with rapidly deteriorating human rights and reductions in safety particularly for vulnerable individuals, including, but not limited to: women and girls, members of the LGBTQ+ community, those who have direct ties to the U.S. government and military, members of ethnic minority communities, those who are Shi'a Muslim, adherents of non-Muslim faiths, including those of Sikh and Hindu faiths, and individuals who work for or have ties to aid organizations; and

WHEREAS, many Afghan citizens, government employees, interpreters, translators, and Afghan National Defense and Security Forces personnel who supported our service members while they were serving in Afghanistan now find their lives and their family's lives in jeopardy under Taliban rule; and


WHEREAS, refugees and their families face many challenges when arriving in the United States, including but not limited to; resettlement, language barriers, financial hardship, accessing education, and legal status; and

WHEREAS, the Bay Area is home to the largest concentration of Afghans and Afghan Americans in the United States, and therefore, state and local leaders have the unique and moral responsibility to welcome Afghan refugees into our communities and show support for the Afghan community during this difficult time; and

WHEREAS, the City of Livermore is home to people of different national origins, immigration or refugee status, cultures, histories, races, ethnicities, religious affiliations or none, gender identities, sexual orientations, ages, education, economic status and physical, mental, or emotional abilities. Our strength is derived from our diversity and inclusiveness, from respecting one another, from welcoming immigrants, refugees, and others, and from collaborating with one another across our differences; and

WHEREAS, the City Council believes that a city can best stand against bigotry, intolerance and hate through leading by example and living our shared community values of welcome, inclusion, and respect, and by developing common ground in venues that allow us to talk and work together in service to each other and our community.

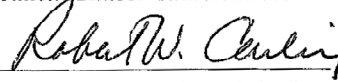
NOW, THEREFORE, the City Council of the City of Livermore urges our state and federal leaders to act immediately and with determination, and rightfully bring at-risk and vulnerable Afghan peoples and their families to the United States for safety and prosperity and be afforded full benefits to transition into American life, and the Council supports and welcomes refugees from Afghanistan into our community and calls upon our residents, community leaders, businesses, faith-based organizations, and community-based organizations to welcome and support these Afghan families to achieve their inherent right to life, liberty, and the pursuit of happiness.


Mayor Bob Woerner




Vice Mayor Patricia K. Munro


Council Member Gina Bonanno


Council Member Robert W. Carling


Council Member Brittini Klück



CITY COUNCIL STAFF REPORT

ITEM NO. 5.1

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Douglas Alessio, Administrative Services Director

SUBJECT: Approval of draft minutes - September 27, 2021 City Council Regular Meeting and September 28, 2021 and September 30, 2021 City Council Special Meetings.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. [Draft Minutes - 2021-09-27 Regular Meeting](#)
2. [Draft Minutes - 2021-09-28 Special Meeting](#)
3. [Draft Minutes - 2021-09-30 Special Meeting](#)

Prepared by: Marie Weber
City Clerk

Approved by:

A handwritten signature in black ink, appearing to read "Marc Roberts".

Marc Roberts
City Manager

Fiscal Review by:

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Douglas Alessio
Administrative Services Director

DRAFT MINUTES



CITY COUNCIL
SEPTEMBER 27, 2021

CLOSED SESSION

Pursuant to Governor Newsom's Executive Order N-29-20, members of the City Council and staff participated in this meeting via teleconference. In the interest of maintaining appropriate social distancing, members of the public also participated in this meeting electronically.

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor Bob Woerner at 5:02 pm, held via teleconference using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Munro and Council Members Regina Bonanno, Robert W. Carling and Brittini Kiick.

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

Mayor Woerner opened the public comment.

Maryann Brent provided a comment.

Jean King provided a comment.

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

ADJOURN TO CLOSED SESSION

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

Bun v. City of Livermore, United States District Court Case No. 17-CV-06418-SK
D.L. Falk v. City Livermore, Alameda County Superior Court Case No. RG20079788

2. Conference with Real Property Negotiator. To meet with Paul Spence and Steve Stewart, the City's negotiator pursuant to Government Code section 54956.8, regarding an amendment to the disposition and development agreement approved on September 10, 2018, for the sale and disposition of the real property at Assessor's Parcel Numbers 098- 0289-021-00, 098-0407-029-02, 098-0289-013-11, and 098-0407-013-00. The City negotiators may negotiate with Rikesh Patel on behalf of the Presidio Companies, LLC and 2205 Railroad

Avenue LLC. The instructions will concern amendments to the price and terms of payment in exchange for an amendment to the disposition and development agreement to allow for the development of a downtown hotel, as well as a possible loan from the City to Presidio Companies LLC and 2205 Railroad Avenue LLC to aid in the acquisition of the property at Assessor's Parcel Number 98-0282-009 for hotel parking.

3. Conference with Labor Negotiator, Conference Joint Powers Agency Confidential Information. To meet with Administrative Services Director Douglas Alessio, the City's negotiator, pursuant to Government Code sections 54957.6, and 54956.96 regarding negotiations with The International Association of Firefighters, Local 1974, AFL-CIO-CLC.

REGULAR MEETING

1. 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 Regina Bonanno, Robert W. Carling, and Brittini Kiick.

Absent: Vice Mayor Munro.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said there was no reportable action.

2. PROCLAMATIONS AND PRESENTATIONS

2.1 Presentation of the 2021 Summer Reading Awards.

Recommendation: Staff recommended the City Council receive the presentation.

2.2 Proclamation recognizing the Islamic Center of Livermore presented to CAIR Senior Government Relations Coordinator Sameena Usman.

Recommendation: Staff recommended City Council recognize the Islamic Center of Livermore.

2.3 Proclamation proclaiming October 2021 Cybersecurity Awareness Month presented to City of Livermore Cybersecurity Manager Donald Hester.

Recommendation: Staff recommended the City Council declare October 2021 Cybersecurity Awareness Month for the City of Livermore.

2.4 Confirmation of Advisory Body appointments to the Community Asset Management Program (CAMP) Outreach Committee, Human Services Commission, Library Board of Trustees, Livermore Housing Authority, and the Livermore Area Youth Advisory Commission (LAYAC).

Recommendation: The City Council Subcommittee on Advisory Bodies recommended the City Council confirm the advisory body appointments and direct the City Clerk to schedule individual meetings with the new members to administer the oath of office.

Community Asset Management Program (CAMP) Outreach Committee

Neal Pann to an unexpired term ending December 31, 2022.

Human Services Commission

Jon Orellana to an unexpired term ending November 1, 2021 and a regular term ending November 1, 2025.

Library Board of Trustees

Julie La Blanc to an unexpired term ending June 1, 2022.

Livermore Housing Authority (At-Large)

Charanjit Walia to an unexpired term ending January 1, 2023.

Livermore Area Youth Advisory Commission (LAYAC)

Liana T. Tran (Youth) to a regular term ending September 1, 2023.

Anusha S. Aluri (Youth) to a regular term ending September 1, 2023

Greta B. Fick-Furlotte (Youth) to a regular term ending September 1, 2023

City Clerk Marie Weber presented the staff report.

ON THE MOTION OF CM CARLING, SECONDED BY CM BONANNO AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL CONFIRMED THE APPOINTMENTS AND DIRECTED THE CITY CLERK TO GIVE THE OATH OF OFFICE AT A FUTURE DATE.

3. CITIZENS FORUM

Mayor Woerner opened the public comment.

Jackie Cota provided a comment.

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

4. CONSENT CALENDAR

Mayor Woerner opened the public comment.

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

ON THE MOTION OF CM BONANNO, SECONDED BY CM KIICK, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

4.1 Approval of draft minutes - September 13, 2021 City Council Regular Meeting and September 20, 2021 City Council Special Meeting.

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

4.2 Resolutions 2021-160 and 2021-161 declaring that a formerly vacated City right-of-way and remnant parcel are exempt from the Surplus Land Act and authorizing the City Manager to execute of a Purchase and Sale Agreement with Concentric Development Group, Inc.

Recommendation: Staff recommended the City Council adopt two resolutions:

1. Declaring that a formerly vacated City right-of-way and remnant parcel are exempt from the Surplus Land Act pursuant to Government Code Section 54221; and
2. Authorizing the City Manager to execute a Purchase and Sale Agreement with Concentric Development Group, Inc. for the sale of formerly vacated City right-of-way and remnant parcel in the amount of \$45,300 and all related documents.

4.3 Resolution 2021-162 approving Final Tract Map 8471, (Ponderosa Homes) and authorizing execution of a Subdivision Improvement Agreement, and a Landscape Maintenance Agreement. Location: Lomitas Avenue.

Recommendation: Staff recommended the City Council adopt a resolution:

1. Approving Final Tract Map 8471 for recording;
2. Authorizing execution of the Subdivision Improvement Agreement;
3. Authorizing execution of the Landscape Maintenance Agreement; and
4. Accepting, on behalf of the public, all real property offered for dedication within Final Tract Map 8471 in conformance with the terms of the offer, except for the following, which the Council rejects at this time, reserving the right to accept the offer at a future date: Lomitas Avenue, Bella Kristina Lane, Public Utility Easement (P.U.E.) and Sidewalk Easement (S.W.E.)

4.4 Resolution 2021-163 adopting the City Council Norms, Values, and Principles of Governance and the City of Livermore Vision, Mission, and Values.

Recommendation: Staff recommended the City Council adopt a resolution revising the City Council Norms, Values, and Principles of Governance and the City of Livermore Vision, Mission, and Values.

5. PUBLIC HEARINGS

6. MATTERS FOR CONSIDERATION

6.1 Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding (1) the City's emergency operations in response to that emergency, and (2) regarding a report from the County/City task force on vaccinations.

Recommendation: An oral report was given at the meeting.

Director of Emergency Services Marc Roberts provided the staff report.

Mayor Woerner opened the public comment.

Jackie Cota provided a comment.

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

CITY COUNCIL RECEIVED THE PRESENTATION AND DIRECTED STAFF TO PROVIDE A MEMO RELATED TO THE VACCINATION STATUS OF CHILDREN UNDER 12 AND WHAT THE SCHOOL DISTRICT IS DOING REGARDING VACCINATIONS. THEY ALSO DIRECTED STAFF TO CONCLUDE THE VACCINATION TASK FORCE AND PROVIDE INFORMATION ABOUT THE NEXT STEPS FOR LOCAL BUSINESSES.

6.2 Resolution 2021-164 declaring a water shortage emergency; enacting Stage 2 of the water shortage contingency plan at a 15% mandatory level; and implementing Stage 1 water conservation rates.

Recommendation: Staff recommended the City Council adopt a resolution declaring a water shortage emergency; enacting Stage 2 of the water shortage contingency plan at a 15% mandatory level; and implementing Stage 1 water conservation rates.

Acting Water Resources Manager Anthony Smith presented the staff report.

Mayor Woerner opened the public comment period.

John Marchand provided a comment.

Jackie Cota provided a comment.

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

ON THE MOTION OF CM KIICK, SECONDED BY CM CARLING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL DIRECTED STAFF TO PROVIDE A MONTHLY PROGRESS REPORT ON THE WEBSITE, PROVIDE AN UPDATE ON DROUGHT TOLERANT LANDSCAPING ON CITY PROPERTY, PROVIDE THE LATEST LONG RANGE WEATHER FORECAST ON THE WEBSITE, AND ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2021-164 declaring a Water Shortage Emergency, Enacting Stage 2 of the Water Shortage Contingency Plan at a 15% Mandatory Level and Implementing Stage 1 Water Conservation Rates.

6.3 Resolution 2021-165 and related documents regarding the sale and purchase of Limited Obligation Improvement Bonds to finance proposed improvements for the Assessment District 2021-1 Trevarno Road Sewer and Water Improvements.

Recommendation: Staff recommended the City Council:

1. Adopt a resolution authorizing issuance of City of Livermore Assessment District 2021-1 Trevarno Road Sewer and Water Improvements Limited Obligation Improvement Bonds, Series 2022 (the "Bonds") and confirming the authority of the City to purchase the Bonds and waiving a rating provision of the City of Livermore Investment Policy, and approving the form of the Fiscal Agent Agreement; and
2. Granting the City Manager and the Assistant City Manager/Administrative Services Director the authority to amend and execute documents, determine appropriateness of bond terms and conditions, and to carry out, give effect to, and comply with the terms and intent of this resolution.

Administrative Services Director Douglas Alessio presented the staff report.

Mayor Woerner opened the public comment period.

Jackie Cota provided a comment.

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

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

Resolution 2021-165 Authorizing issuance of Limited Obligation Improvement Bonds, confirming the authority of the City to purchase such bonds and waiving a rating provision of the City of Livermore Investment Policy, and directing related actions. Assessment District 2021-1 Trevarno Road Sewer and Water Improvements.

6.4 Asset Management and Stormwater Update

Recommendation: Staff recommended the City Council receive an update about the Asset Management and Stormwater Program Council Priority and conduct public opinion research to gauge support for an asset management revenue measure.

Management Analyst Debbie Bell presented the staff report.

Mayor Woerner opened the public comment period.

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

ON THE MOTION OF CM KIICK SECONDED BY CM CARLING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL RECEIVED THE UPDATE AND AUTHORIZE STAFF TO CONDUCT A PUBLIC OPINION POLL TO GAUGE SUPPORT FOR AN ASSET MANAGEMENT REVENUE MEASURE.

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

7.1 Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members.

THE FOLLOWING ANNOUNCEMENTS WERE MADE IN ADDITION TO REPORTING OF MEETING ATTENDANCE PROVIDED IN THE SUPPLEMENTAL AGENDA PACKET

Tri-Valley Transportation Commission CM Kiick noted her attendance at the Strategic Expenditure Plan subcommittee meeting.

Scott Haggerty Altamont Wind Energy Center CM Kiick noted her attendance at the ribbon cutting on September 28, 2021.

League of California Cities CM Carling and VM Munro noted their attendance at the annual conference September 22-24, 2021.

Waste Management CM Bonanno noted her participation in a tour of the waste management facility.

Nostalgia Day Car Show Mayor Woerner noted his attendance on September 26, 2021.

8. ADJOURNMENT – at 8:52 pm to a special City Council meeting on September 28, 2021 at 5:00 pm, held virtually via Zoom.

APPROVED:

BOB WOERNER, MAYOR

SEPTEMBER 27, 2021

Minutes

CM/74/441

ATTEST:

MARIE WEBER, CITY CLERK



**CITY COUNCIL
SEPTEMBER 28, 2021**

SPECIAL MEETING

1. CALL TO ORDER – The meeting of the City Council was called to order by Mayor Bob Woerner 5:00 pm, held via teleconference using Zoom and YouTube.

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

3. SPECIAL MEETING WORKSHOP ITEMS

AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING THE SPECIAL MEETING ITEMS WILL BE PROVIDED BY THE MAYOR.

Mayor Woerner opened the public comment.

There were no speakers and the comment period was closed.

3.1 Interview of applicants for appointment to General Plan Advisory Committee.

Recommendation: Staff recommends the City Council interview applicants for the General Plan Advisory Committee.

THE CITY COUNCIL INTERVIEWED THE FOLLOWING INDIVIDUALS FOR CONSIDERATION OF APPOINTMENT TO THE GENERAL PLAN ADVISORY COMMITTEE:

- Ellen C Peete
- Harshit C Patel
- Jeremy Troupe-Masi
- Alan K Burnham
- Thomas Matt Graves
- Asa Strout
- Shane M Fields – Did not attend the interview
- Jim F Goff
- George M Butcher
- Tom Cox – Withdrew from consideration
- Greta Stahl

ATTACHMENT 2

- Tracy Kronzak

4. **ADJOURNMENT** – at 7:57 pm to a Special City Council meeting on September 30, 2021 at 5:00 pm, held virtually via Zoom.

APPROVED:



BOB WOERNER, MAYOR

ATTEST:

MARIE WEBER, CITY CLERK



**CITY COUNCIL
SEPTEMBER 30, 2021**

SPECIAL MEETING

1. CALL TO ORDER – The meeting of the City Council was called to order by Mayor Bob Woerner 5:04 pm, held via teleconference using Zoom and YouTube.

2. ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Trish Munro and Council Members Regina Bonanno, Robert W. Carling, and Brittnei Kiick.

3. SPECIAL MEETING WORKSHOP ITEMS

AN OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING THE SPECIAL MEETING ITEMS WILL BE PROVIDED BY THE MAYOR.

Mayor Woerner opened the public comment.

There were no speakers and the comment period was closed.

3.1 Interview of applicants for appointment to General Plan Advisory Committee.

Recommendation: Staff recommends the City Council interview applicants for the General Plan Advisory Committee.

THE CITY COUNCIL INTERVIEWED THE FOLLOWING INDIVIDUALS FOR CONSIDERATION OF APPOINTMENT TO THE GENERAL PLAN ADVISORY COMMITTEE:

- Erik S Bjorklund
- Stephanie Shang
- Alana Laudone
- Krista M Alexy
- Robert J Kluball
- Carmelita Chiong
- Steven Spedowski
- Nicholas M Graves
- Arun Bhatia

ATTACHMENT 3

- Paul Halvorsen
- Manav S Patel

4. **ADJOURNMENT** – at 7:40 pm to a Special City Council meeting on October 7, 2021 at 5:00 pm, held virtually via Zoom.

APPROVED:



BOB WOERNER, MAYOR

ATTEST:

MARIE WEBER, CITY CLERK



CITY COUNCIL STAFF REPORT

ITEM NO. 5.2

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of Task Order No.13 to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement with Zone 7 Water Agency for the Iron Horse Trail Improvements - Isabel Avenue to Murrieta Boulevard, Project No. 2017-24, in an amount not to exceed \$245,082.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute Task Order No. 13 to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement with Zone 7 Water Agency for the Iron Horse Trail- Isabel Avenue to Murrieta Boulevard, Project No. 2017-24, in an amount not to exceed \$245,082.

SUMMARY

On March 22, 2021, the City Council accepted the completion of the construction (with the exception of the trail pavement) of the Iron Horse Trail Improvements- Isabel Avenue to Murrieta Boulevard, Project No. 2017-24. The completion of the trail pavement was deferred to accommodate Zone 7 Water Agency's (Zone 7) Arroyo Mocho Channel Repair project. The City and Zone 7 staff have agreed that it would be advantageous for Zone 7 to complete the trail pavement as part of Zone 7 Stanley Reach Channel Repair project. Execution of Task Order No. 13 to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement will allow the City to reimburse Zone 7 Water Agency for completing the trail pavement.

DISCUSSION

On December 4, 2014, the City of Livermore, Zone 7 Water Agency, and other agencies entered into the Tri-Valley Intergovernmental Reciprocal Services Master Agreement No. A14-26 to facilitate the process of efficiently coordinating interagency efforts to reduce costs, increase efficiency, or achieve higher quality work-products by providing services and resources to the other parties.

On March 22, 2021, the City Council accepted the completion of the construction (with the exception of the trail pavement) of the Iron Horse Trail Improvements-Isabel Avenue to Murrieta Boulevard, Project

No. 2017-24. The project constructed a 1-mile long regional trail segment. The trail was built primarily on an existing Zone 7 maintenance road along the south side of Arroyo Mocho, from Isabel Avenue to Murrieta Boulevard, and included a trail bridge crossing over Murrieta Boulevard. City and Zone 7 staff agreed that it would be advantageous to defer the trail paving until after Zone 7 completes their Stanley Reach Channel Repair of the Arroyo Mocho Improvements because the work would damage the new asphalt. Zone 7 has offered to complete the trail paving if the City reimburses Zone 7 the cost. Zone 7 included the trail paving in their scope of work for the Stanley Reach Channel Repair project as an additive alternate. They received a bid of \$195,534 for this work from Teichert Construction, the successful bidder. Zone 7's channel project is currently under construction, and their contractor can complete the trail paving this fall.

Zone 7's contractor will complete the trail with aggregate base and asphalt concrete pavement and complete associated shoulder improvements, adjust utility covers, and install barricades and signs, etc. The estimated construction phase cost is approximately \$245,082 which includes construction, construction management, compaction testing and a 10% contingency. Execution of Task Order No. 13 to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement will allow the City to reimburse Zone 7 Water Agency for this work.

FISCAL AND ADMINISTRATIVE IMPACTS

The Iron Horse Trail- Isabel Avenue to Murrieta Boulevard, Project No. 2017-24 is included in the FY 2021-23 Capital Improvement Plan with \$380,000 in Fund 678, Measure B-Local Streets and Roads Program and \$50,000 in Fund 677, Measure B-Bike and Pedestrian Program in FY 2021-22 to cover project costs, including the cost associated with this reimbursement to Zone 7.

ATTACHMENTS

1. Resolution
2. Exhibit A - Task Order 013

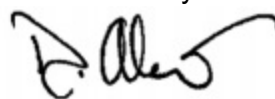
Prepared by: Roberto Escobar
Associate Civil Engineer

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING EXECUTION OF TASK ORDER NO.13 TO
TRI-VALLEY INTERGOVERNMENTAL RECIPROCAL SERVICES MASTER
AGREEMENT WITH ZONE 7 WATER AGENCY – IRON HORSE TRAIL
IMPROVEMENTS PROJECT NO. 2017-24**

On December 4, 2014, the City, Zone 7 Water Agency, and other agencies entered into the Tri-Valley Intergovernmental Reciprocal Services Master Agreement A14-26 to facilitate the process of efficiently coordinating interagency efforts to reduce costs, increase efficiency, or achieve higher quality work-product by providing services and resources to the other parties.

As stipulated in the Tri-Valley Intergovernmental Reciprocal Services Master Agreement it was agreed between the City and Zone 7 Water Agency that it would be advantageous for Zone 7 to complete the Iron Horse Trail, Project No. 2017-24 trail pavement as part of Zone 7 Water agency's Stanley Reach Channel Repair of the Arroyo Mocho Improvements. Execution of Task Order No. 13 to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement will allow the City to reimburse Zone 7 Water Agency for this work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to sign, on behalf of the City of Livermore, Task Order No. 13 to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement with Zone 7 Water Agency in an amount not to exceed \$245,082 for the completion of the Iron Horse Trail, Isabel Avenue to Murrieta Boulevard, Project No. 2017-24 trail pavement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted this October 11, 2021, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ - Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Task Order No. 13

RESOLUTION NO. _____

Task Order 013-LIV: Iron Horse Trail Improvements, CIP 2017-24

Pursuant to the Tri-Valley Intergovernmental Reciprocal Services Master Agreement

This Task Order Agreement ("Task Order") is entered into on _____, 2021 by and between the public entity signatories to this Task Order pursuant to the terms and requirements of the Tri-Valley Intergovernmental Reciprocal Services Master Agreement ("Master Agreement"), first approved on December 4, 2014.

| | |
|---|--|
| Issue Date: | October 11, 2021 |
| Project Name: | Iron Horse Trail Improvements on Arroyo Mocho between Murrieta Blvd and Isabel Ave, CIP 2017-24 |
| Parties: | <ul style="list-style-type: none"> • City of Livermore • Zone 7 Water Agency |
| Lead/Requesting Agency and Fiscal Manager | City of Livermore |
| City of Livermore Project Manager: | Roberto Escobar, CDD/Engineering Division |
| Scope of Work and Budget: | As part of the Arroyo Mocho Stanley Reach Stabilization Project, Livermore needs the Iron Horse Trail Improvements, including trail paving and barricades, to be completed by Zone 7's contractor, Teichert Construction, per the Iron Horse Trail Improvement Bid Items in the Arroyo Mocho Stanley Reach Stabilization Project Document 00400 – Bid Form. The City of Livermore plans to provide inspection resources for the work. |
| Total Amount Authorized: | <p>Actual cost of Task, per the Iron Horse Trail Improvement Bid Items in the Arroyo Mocho Stanley Reach Stabilization Project Document 00400 – Bid Form is summarized as follows:</p> <p>Item A – Adjust Existing Storm Drain Maintenance Hole, \$2,950</p> <p>Item B – Adjust Existing Drop Inlet, \$2,000</p> <p>Item C – Class II Aggregate Base Shoulder, \$37,504</p> <p>Item E – Asphalt Concrete Pavement, \$142,080</p> <p>Item F – Removable Wooden Barricades, \$11,000</p> <p style="text-align: center;">and</p> <p>Actual cost of Z7 provided CM/Compaction Testing, \$27,268</p> <hr/> <p>(\$195,534 + \$27,268) + 10% Contingency = \$245,082.00</p> |

| | |
|-----------------------|---|
| Compensation Method: | Payment to Zone 7 after Zone 7 Invoice for the Task Order |
| Start Date: | October 12, 2021 |
| Completion Date: | March 31, 2022 |
| Insurance Provisions: | Parties agree that each Agency's current insurance coverage is sufficient for the completion of the work under this Task Order. |

Authorized By Requesting Agency:

Marc Roberts, City Manager
City of Livermore
1052 S Livermore Ave, Livermore, CA 94550

Date

Approved as to form:

Jason Alcala, City Attorney

Date

Authorized by:

Valerie Pryor, General Manager
Zone 7 Water Agency
100 N. Canyons Pkwy Livermore, CA 94551

Date



CITY COUNCIL STAFF REPORT

ITEM NO. 5.3

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of a Purchase Order with Belkorp Ag, LLC. for two replacement tractors, in the not-to-exceed amount of \$225,111.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a Purchase Order with Belkorp Ag, LLC. for two replacement tractors, in the not-to-exceed amount of \$225,111.

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan, it is time to replace two existing tractors. Staff has determined that the units that best meet the needs of both the Public Works Maintenance division and Airport division is the John Deere 6120M Cab Tractor and Belkorp Ag, LLC is the local Sourcewell (formerly known as National Joint Powers Alliance or NJPA) contractor for Deere and Company in Stockton, California.

DISCUSSION

These tractors are primarily used for weed abatement at the airport and throughout the City. The Airport division tractor pulls a 30-foot mower maintaining the unpaved areas around the runways as required by the FAA. The Maintenance division utilizes the tractor to mow and disc areas throughout the City for weed abatement and fire protection, including the Springtown open space.

The City of Livermore's Fleet Policy recommends replacement of large tractors at 10 years or 6,000 hours. Staff will be replacing one 1995 Ford 7740 cab tractor (1225) for Maintenance division and one 2004 John Deere cab tractor (AIR100) for the Airport division. The replacement of these tractors will lower the operating costs and reduce downtime for preventive maintenance when kept in compliance with the manufacturers' recommendation. The replacement tractors will also increase mowing and weed abatement program efficiencies and will decrease downtime due to breakdowns on the aging units. The purchase of these tractors through a cooperative purchasing agreement will expedite the delivery of the equipment. This equipment meets the operational needs and fits the criteria specified by the Airport and Maintenance Divisions.

Belcorp Ag, LLC in Stockton, California is the local government dealer for Deere and Company tractor sales, warranty, and service in Northern California. Section 2.D. in Sourcewell' s agreement with Deere and Company allows the City to use a qualified dealer like Belcorp Ag. LLC for a direct purchase utilizing Sourcewell Acceptance and Award contract #110719-JDC for Ag Tractors with related Attachments, Accessories and supplies.

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, 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 John Deere tractors utilizing Sourcewell Acceptance and Award contract #110719-JDC. The Sourcewell bid procedure for the replacement tractors meets the City's municipal code requirement, and therefore, can be awarded to Belcorp Ag, LLC, the local dealer for Deere and Company.

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 #110719-JDC will expedite the delivery of these replacement tractors.

FISCAL AND ADMINISTRATIVE IMPACTS

The replacement purchase of these two John Deere cab tractors is already budgeted in the Fleet Internal Service Fund for FY 2021-22 and is identified in the Fleet Master 25-year Replacement plan.

ATTACHMENTS

1. [John Deere Co. Sourcewell Contract](#)
2. [Belcorp 6120M tractor Quote](#)
3. [Resolution](#)

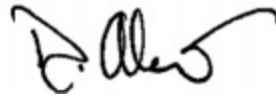
Prepared by: Brian Harris
Public Works Supervisor

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

**Solicitation Number: RFP#110719****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Deere & Company**, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 December 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcwell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcwell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcwell or its Members. Members 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.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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 Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). 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, Vendor 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 no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor 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 Contract Administrator assigned to this Contract.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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 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.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 12/23/2019 | 8:47 AM CST

Deere & Company
DocuSigned by:
By: Andrew Roman
C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
Date: 12/23/2019 | 6:43 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/23/2019 | 9:00 AM CST

RFP 110719 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name: Deere & Company
2000 John Deere Run
Address: Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday October 02, 2019 13:10:29
Submitted On: Thursday November 07, 2019 10:26:36
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: fc7b4092-1aab-463f-88f9-e8f4dbc9e793
Submitter's IP Address: 165.225.0.97

Specifications

Table 1: Proposer Identity & Authorized Representatives

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Deere & Company | * |
| 2 | Proposer Address: | 2000 John Deere Run Cary, NC 27513 | * |
| 3 | Proposer website address: | www.johndeere.com | * |
| 4 | 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): | Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285 | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Michael Garrette - Government Business Manager 19695 Embers Avenue, Farmington, MN 55024 GarretteRobertM@JohnDeere.com 908-442-3455 | |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 7 | 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. | Deere & Company, founded in 1837 (collectively called John Deere), began as a simple one-man blacksmith shop. Today it's grown into corporation that does business around the world and employs over 74,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advanced products and services for construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the U.S. and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918. | * |
| 8 | Provide a detailed description of the products and services that you are offering in your proposal. | John Deere will offer its complete product offering for ag tractors, implements and related equipment include: 1. Small, Mid and Large frame ag attachments 2. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, b 4. Combines 5. Cotton 6. Hay & Forage (balers, disk mowers, etc.) 7. Tillage (plows, harrows, etc.) 8. Planting & Seeding (planters, drills, air seeders) 9. Self propelled sprayers 10. Ag Management Solutions 11. Frontier implements and attachments Our independent dealer network will provide aftermarket services upon request. | * |
| 9 | What are your company's expectations in the event of an award? | John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcewell members. | * |
| 10 | 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. | Our 2018 Annual Report has been uploaded as part of our proposal. | * |
| 11 | What is your US market share for the solutions that you are proposing? | John Deere considers its market share data to be proprietary information. | * |
| 12 | What is your Canadian market share, if any? | John Deere considers its market share data to be proprietary information. | * |
| 13 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. | * |

| | | | |
|----|---|--|---|
| 14 | How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer network. | John Deere is a manufacturer. a. John Deere has a nationwide dealer network. The dealer network is operated businesses. b. John Deere partners with independently owned John Deere dealers that are being offered in the RFP. | * |
| 15 | 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. | To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of agricultural equipment) in the United States. | * |
| 16 | Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years. | Not applicable. | * |
| 17 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | List of subcategory products and services John Deere will offer within this RFP include: 1. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 2. Rotary cutters 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments | * |

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 | <p>2018</p> <p>Best Global Brand - Interbrand</p> <p>World's Most Ethical Companies - Ethisphere Institute (12th Year)</p> <p>Top 10 Innovative Company - American Innovation Index</p> <p>Corporate Partner of the Year - National Society of Black Engineers</p> <p>2017</p> <p>World's Most Admired Companies - Fortune Magazine # 50</p> <p>50 Best Places to Work in the US - Indeed.com</p> <p>US Chamber of Commerce Foundation Citizens Award</p> <p>Company of the Year - Society of Hispanic Professional Engineers</p> <p>2016</p> <p>2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.</p> <p>2015</p> <p>Gold Status Pillar of the Industry Award - Association of Equipment Manufacturers</p> <p>2014</p> <p>Deere & Company has been selected 16th on the 2014 Global Top Companies for Leaders list – a comprehensive study that recognizes best-in-class management practices, especially in the area of leadership development.</p> |
| 19 | What percentage of your sales are to the governmental sector in the past three years | Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment. |
| 20 | What percentage of your sales are to the education sector in the past three years | Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment. |
| 21 | List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined. The sales volumes over the past three years are as follows:</p> <p>2018 - \$305.5M</p> <p>2017 - \$295.5M</p> <p>2016 - \$279.6M</p> |
| 22 | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>John Deere currently holds the following GSA Contracts:</p> <p>Ag Tractor Contract #GS-30F-0007T</p> <p>UV Contract #GS-07F-9670S</p> <p>L&G Contract #GS-06F-0083S</p> <p>The total sales volume for the GSA contracts over the past three years are as follows:</p> <p>2019 = \$21.0M</p> <p>2018 - \$15.3M</p> <p>2017 - \$17.1M</p> |

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

| Entity Name * | Contact Name * | Phone Number * |
|--|-------------------|----------------|
| Iowa Department of Transportation | Jennifer Monserud | 515-239-1607 |
| Mt. San Antonio College, Walnut CA | Sandi Horn | 909-274-5509 |
| Anne Arundel County, Maryland | Dale Eutsler | 410-222-7665 |
| State of Indiana - Sourcwell Participating Addendum | Stephanie Nelson | 317-234-0963 |
| State of Arkansas - Sourcwell Participating Addendum | John Leverett | 501-683-2222 |

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 * | |
|--|---------------|--------------------|---|------------------------|--|---|
| Coop - Buyboard Grounds Maintenance Contract | Government | Texas - TX | Complete Price Page Contract for all John Deere product categories. | Varies | FY19 = \$11.5M FY18 = \$10.4M FY17 = \$13.0M | * |
| MI - Ag, Grounds and Roadside Equipment Contract | Government | Michigan - MI | Complete Price Page Contract for all John Deere product categories. | Varies | FY19 = \$8.1M FY18 = \$8.6M FY17 = \$11.0M | * |
| OH - Ag Machinery, Mowers & Tractors Contract | Government | Ohio - OH | Complete Price Page Contract for all John Deere product categories. | Varies | FY19 = \$12.8M FY18 = \$20.7M FY17 = \$17.4M | * |
| OK - Agriculture, Trees & Brush Maintenance Equipment Contract | Government | Oklahoma - OK | John Deere Ag Tractors and Related Equipment | Varies | FY19 = \$11.5M FY18 = \$10.3M FY17 = \$7.0M | * |
| PA - Ag and Grounds Keeping Power Equipment Contract | Government | Pennsylvania - PA | Complete Price Page Contract for all John Deere product categories. | Varies | FY19 = \$9.2M FY18 = \$9.8M FY17 = \$8.3M | * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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. | John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 6 Government Business Managers, one of which is dedicated strictly to federal sales. The 5 remaining Government Business Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government business managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government business managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Ag Tractors with Related Attachment Contract, the government business managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts. |
| 26 | Dealer network or other distribution methods. | John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP. |
| 27 | Service force. | John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP. |
| 28 | 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. | <p>The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p> |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | John Deere will serve the entire United States, including Alaska and Hawaii and Canada. |
| 30 | Identify any Sourcewell Member 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? | John Deere will serve all Sourcewell Member sectors. |
| 31 | Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories. | John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer). |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|--|
| 32 | 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. | <p>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. <p>A sample of marketing materials have been uploaded for review. The Marketing Literature Sample.pdf contains 2019 Government Calendar, 2019 Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p> |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.</p> |
| 34 | In your view, what is Sourcewell's role in promoting the Sourcewell- awarded contract into your sales process? | <p>Sourcewell will play a key role in working with and supporting the John Deere Government Business Managers, by helping the Business Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Business Managers will be a valuable tool. Because the Business Managers have a strong relationship with the John Deere dealers, the business managers will help the dealers understand the contract and market it in their particular areas. The business managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.</p> |
| 35 | Are your products or services available through the e-procurement system and how government agencies can access them? | <p>We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For this most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer. | * |
| 37 | Describe any technological advances that your proposed products or services offer. | John Deere Power Tech Final Tier 4 engines 75 HP and above are built on a proven platform of emissions control technologies including: 1. Cooled exhaust gas recirculation (EGR) 2. Exhaust filters 3. Selective catalytic reduction (SCR) ExactRate Planter Fertilizer System 1. Reduces fertilizer usage by up to 8%. 2. Improve fertilizer placement accuracy by up to 20% | * |
| 38 | 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. | John Deere has created a Product Sustainability goal where we offer machines and technology solutions include: 1. Reduce environment impact, including CO2 emissions on 90% of new products 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content. | * |
| 39 | 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. | Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards: Best Global Brands - Interbrand Top Ten Innovative Companies in U.S. - American Innovation Index World's Most Ethical Companies - Ethisphere Institute | * |
| 40 | 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. | John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. A recent small business compliance review reaffirmed John Deere truly has an active Supplier Diverse program. | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members? | John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies. | * |
| 42 | Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada. | John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to service equipment throughout Canada. | * |

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 * | |
|-----------|--|--|---|
| 43 | Do your warranties cover all products, parts, and labor? | See paragraph A of the attached warranty statement. | * |
| 44 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product. | * |
| 45 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. | * |
| 46 | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? | The John Deere dealer network is able to service equipment throughout the United States and Canada. | * |
| 47 | 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? | John Deere is only submitting equipment manufactured by John Deere. | * |
| 48 | What are your proposed exchange and return programs and policies? | John Deere exchanges and returns will not be permitted. | * |
| 49 | Describe any service contract options for the items included in your proposal. | John Deere is not including service contract options with our proposal. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 50 | What are your payment terms (e.g., net 10, net 30)? | John Deere's payment terms are Net 30. | * |
| 51 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval. | * |
| 52 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. | The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer. | * |
| 53 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? | No. | * |

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 * | |
|-----------|---|--|---|
| 54 | Describe your pricing model (e.g., line-item discounts or product-category discounts) in the document upload section of your response. | John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf. | * |
| 55 | 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. | The percentage discount range is 14% to 24% off Current MSRP. | * |
| 56 | Describe any quantity or volume discounts or rebate programs that you offer. | John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount. | * |
| 57 | 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. | John Deere can offer “Sourced Goods” to Sourcewell Members. What Sourcewell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”. For example, a Sourcewell Member could purchase a John Deere Ag Tractor, a canopy (non-contract) and a Tiger mower (allied) by utilizing the Sourcewell contract. The price of the canopy and Tiger mower would be determined by the John Deere dealer and both would be listed on the PO as non-contract items. We successfully use this process on other contracts. | * |
| 58 | 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. | For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order. | * |
| 59 | If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program. | For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order. | * |
| 60 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. | * |
| 61 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | None. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 62 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 63 | 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 Members 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. | The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved. |
| 64 | 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.) | John Deere will pay a 1% administrative fee. |

Table 14: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|--|
| 65 | 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. | John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2020 and beyond includes this discussion. |
| 66 | Describe any industry-specific quality management system certifications obtained by your organization. | Several John Deere manufacturing facilities operate a quality management system which compiles with the requirements of ISO 9001. |
| 67 | Describe any preventative maintenance programs that your organization offers for the solutions you are proposing in this response. | John Deere is not providing preventive maintenance programs as part of its RFP response. However, Sourcewell Members will be able to purchase these programs directly from dealers utilizing the "Sourced Equipment/Products and/or related Services" method outlined in Line Item 57 in Table 11: Pricing and Delivery. |

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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."
- [Financial Strength and Stability](#) - 2018_John-Deere-Annual-Report.pdf - Monday November 04, 2019 12:17:59
 - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Monday November 04, 2019 15:58:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Stmt - Ag & Turf.pdf - Monday November 04, 2019 12:18:39
 - [Pricing](#) - Price Schedule and Price Pages.pdf - Tuesday November 05, 2019 14:17:01
 - [Additional Document](#) - Supplement Information.pdf - Wednesday November 06, 2019 10:47:12

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ 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. - Andrew Roman, Contract Administrator

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 |
|--|--|-------|
| RFP 110719 - Ag Tractors - Addendum_3 Fri November 1 2019 07:13 AM | <input checked="" type="checkbox"/> | -- |
| RFP110719 - Ag Tractors -Addendum_2 Mon October 21 2019 11:45 AM | <input checked="" type="checkbox"/> | -- |
| RFP110719 - Ag Tractors - Addendum_1 Mon September 23 2019 09:03 AM | <input checked="" type="checkbox"/> | -- |

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

- | | |
|---|--|
| <input type="checkbox"/> Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513 | Jeffrey Kerley Belcorp Ag, LLC 1120 W Charter Way Stockton, CA 95206 |
| <input type="checkbox"/> Contract name and number | Tel: 209-944-5714 |
| <input type="checkbox"/> Signature | Mobile Phone: 209-482-1081 |
| <input type="checkbox"/> Shipping address | Fax: 209-942-4346 |
| <input type="checkbox"/> Billing address | Email: jkerley@belkorpag.com |
| <input type="checkbox"/> Membership number (if applicable) | |
| <input type="checkbox"/> Tax exempt certificate (if applicable). Must be made out to Deere & Company. | |

If information is not included, the Purchase Order or Letter of Intent will be returned.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

Quote Summary
Prepared For:

CITY OF LIVERMORE FLEET MAINTENANCE
3500 ROBERTSON PARK RD
LIVERMORE, CA 94550
Business: 925-960-4300

Delivering Dealer:

Belkorp Ag, LLC
Jeffrey Kerley
1120 W Charter Way
Stockton, CA 95206
Phone: 209-944-5714
Mobile: 209-482-1081
jkerley@belkorpag.com

By signing this purchase order, buyer agrees to assume ownership and all associated risks when equipment is delivered, picked up, or invoiced, whichever comes first.

Quote ID: 25045586
Created On: 12 August 2021
Last Modified On: 03 September 2021
Expiration Date: 16 September 2021

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|------------------------------|----------------|-----------------|-----|---------------|
| JOHN DEERE 6120M Cab Tractor | \$ 132,889.29 | \$ 102,084.50 X | 2 = | \$ 204,169.00 |

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: August 11, 2021

Equipment Total **\$ 204,169.00**

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|----------------------|
| Equipment Total | \$ 204,169.00 |
| Trade In | |
| SubTotal | \$ 204,169.00 |
| Sales Tax - (10.25%) | \$ 20,927.32 |
| CA Tire Fee | \$ 14.00 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 225,110.32 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 225,110.32 |

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 25045586

Customer Name: CITY OF LIVERMORE FLEET MAINTENANCE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

JOHN DEERE 6120M Cab Tractor

Hours:
Suggested List *
Stock Number:
\$ 132,889.29
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price *
\$ 102,084.50
Price Effective Date: August 11, 2021

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|-----------------------------|---|-----|---------------|-----------|-----------------|----------------|-------------------------|
| 4297L | 6120M Cab Tractor | 2 | \$ 120,007.00 | 24.00 | \$ 28,801.68 | \$ 91,205.32 | \$ 182,410.64 |
| Standard Options - Per Unit | | | | | | | |
| 183E | JDLink™ Modem | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 185K | JDLink™ Connect - 3 year subscription | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0202 | United States | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0409 | English | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0501 | No package | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1436 | PowrQuad™ PLUS 24F/24R - 40 km/h | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1755 | No ISOBUS Ready / GreenStar™ Ready | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1950 | Less Application | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2084 | 6M Cab - Economy Cab with RH Console | 2 | \$ 2,273.00 | 24.00 | \$ 545.52 | \$ 1,727.48 | \$ 3,454.96 |
| 2142 | Standard Seat | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2511 | Mirrors - Manual Telescopic | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2665 | Standard Radio | 2 | \$ 365.00 | 24.00 | \$ 87.60 | \$ 277.40 | \$ 554.80 |
| 3232 | Hydraulic Pump - 80 l/min | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3338 | 3 Mechanical SCVs (3 SCVs 450 Series) | 2 | \$ 1,140.00 | 24.00 | \$ 273.60 | \$ 866.40 | \$ 1,732.80 |
| 3820 | Rear PTO - 540/1000 rpm | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4120 | Draft Links with Telescopic Ball End - Category 2 | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4210 | Center Link with Ball End - Category 2 | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |

Selling Equipment

Quote Id: 25045586

Customer Name: CITY OF LIVERMORE FLEET MAINTENANCE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

| | | | | | | | |
|--|--|----|--------------------|-------|--------------------|--------------------|---------------------|
| 4421 | Stabilizer Bars - Adjustable Both Sides | 2 | \$ 691.00 | 24.00 | \$ 165.84 | \$ 525.16 | \$ 1,050.32 |
| 5010 | Flange-Type Rear Axle | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5090 | Adjustable Steel Wheels (Steel Disk) | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5212 | Rear Wheels Size 460/85R34 | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5999 | Rear and Front Tire Brand - No preference | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 6045 | 4WD Front Axle - Unsuspended | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 6092 | Adjustable Steel Wheels | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 6220 | Front Wheels Size 380/85R24 | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 7702 | Shipment Preparation - by Ship Overseas | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 8011 | Front Fenders 4WD - Rigid | 2 | \$ 658.00 | 24.00 | \$ 157.92 | \$ 500.08 | \$ 1,000.16 |
| 8385 | Heavy-Duty Rear PTO | 2 | \$ 350.00 | 24.00 | \$ 84.00 | \$ 266.00 | \$ 532.00 |
| 8386 | PTO Remote Control | 2 | \$ 72.00 | 24.00 | \$ 17.28 | \$ 54.72 | \$ 109.44 |
| 8725 | Beacon Light | 2 | \$ 243.00 | 24.00 | \$ 58.32 | \$ 184.68 | \$ 369.36 |
| 8950 | Front Base Weight - 60 kg | 2 | \$ 282.00 | 24.00 | \$ 67.68 | \$ 214.32 | \$ 428.64 |
| Standard Options Total | | | \$ 6,074.00 | | \$ 1,457.76 | \$ 4,616.24 | \$ 9,232.48 |
| Technology Options/Non-Contract/Open Market | | | | | | | |
| 1900 | Less Display | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1880 | Less Receiver | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1801 | No AutoTrac™ Package | 2 | \$ 0.00 | 24.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Technology Options Total | | | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| 10000 | Adjust Tires and Water Open Market | 2 | \$ 400.00 | 0.00 | \$ 0.00 | \$ 400.00 | \$ 800.00 |
| PowerGard | Powertrain 60/2000 | 2 | \$ 2,136.00 | 0.00 | \$ 0.00 | \$ 2,136.00 | \$ 4,272.00 |
| 2000 | Precision Ag Set Up | 2 | \$ 2,000.00 | 0.00 | \$ 0.00 | \$ 2,000.00 | \$ 4,000.00 |
| BL16460 | Swinging Drawbar with Hammer Strap, Cat. 2 | 2 | \$ 930.29 | 24.00 | \$ 223.27 | \$ 707.02 | \$ 1,414.04 |
| R127764 | Weight, front suitcase 43 kg (95 lb) quantity of one | 20 | \$ 134.20 | 24.00 | \$ 32.21 | \$ 1,019.92 | \$ 2,039.84 |
| Dealer Attachments Total | | | \$ 6,808.29 | | \$ 545.35 | \$ 6,262.94 | \$ 12,525.88 |

Selling Equipment

Quote Id: 25045586

Customer Name: CITY OF LIVERMORE FLEET MAINTENANCE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Belkorp Ag, LLC
1120 W Charter Way
Stockton, CA 95206
209-944-5714
sales@belkorpag.com

| | | | |
|-----------------------------|-------------------|---------------------|------------------------------|
| Value Added Services | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Total | | | |
| Total Selling Price | \$ | \$ 30,804.79 | \$ |
| | 132,889.29 | | 102,084.50 204,169.00 |

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER
TO BELKORP AG, LLC IN AN AMOUNT NOT-TO-EXCEED \$225,111
FOR TWO REPLACEMENT TRACTORS**

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 competitive or noncompetitive negotiations pursuant to LMC 2.68.390.

Belkorp Ag, LLC holds a Sourcewell Contract for Ag Tractors with Related Attachments, Accessories, and Supplies. The Sourcewell bid procedure for replacement Ag Tractors with Related Attachments, Accessories, and Supplies 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 Belkorp Ag, LLC in an amount not-to-exceed \$225,111 for the purchase and delivery of two John Deere 6120M tractors, in accordance with the terms, specifications and general provisions specified in Sourcewell Contract #10719-JDC, 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 October 11, 2021, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ - Kelly J. Trujillo
Kelly J. Trujillo
Assistant City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 5.4

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing execution of an agreement with F&V Enterprise, Inc. DBA Tri-Valley Auto Body for on-call vehicle body work and repair services in an amount not-to-exceed \$180,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a three-year agreement with F&V Enterprise, Inc. DBA Tri-Valley Auto Body (Tri-Valley) to perform on-call services for vehicle body work and repair services of City vehicles and equipment with an option to extend for one additional two-year term, in an amount not-to-exceed \$180,000.

SUMMARY

The Fleet Services section of the Maintenance Division requires services for completion of specialized auto body work and repair services when vehicles from the City fleet have been damaged in accidents or through other circumstances. In order to ensure that City vehicles are repaired correctly and in an efficient manner, staff recommends entering into an agreement with Tri-Valley for these services.

DISCUSSION

The City of Livermore sent out a request for bids in June 2021 and received two responsive bid proposals with hourly labor rates as shown in the table below.

| | Tri-Valley Auto Body | California Reflections |
|-------------------------|----------------------|------------------------|
| Mechanical / Electrical | \$78.00 | \$95.00 |
| Painting / Refinish | \$78.00 | \$90.00 |
| Body Work | \$78.00 | \$90.00 |
| Sheet Metal | \$78.00 | \$90.00 |
| Parts Pricing Discount | 5% | 5% |

Tri-Valley proposed the lowest hourly rates and has the experience necessary to complete this work

successfully. Tri-Valley also has a proven track record of providing quality workmanship related to the repair of City-owned vehicles in the past.

The scope of services included in this agreement covers all of the needed services required by the City's Fleet Section for repairing vehicles.

FISCAL AND ADMINISTRATIVE IMPACTS

The total not-to-exceed cost for this three-year agreement is \$180,000, which is budgeted in a variety of funding sources including the Fleet Services Internal Service (Fund 730) and various components of the General Fund.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement with F&V Enterprises DBA Tri-Valley Auto Body

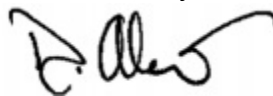
Prepared by: Sean Prevette
Management Analyst II

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH F&V ENTERPRISE, INC. DBA TRI-VALLEY AUTO BODY FOR A
THREE-YEAR TERM, IN AN AMOUNT NOT TO EXCEED \$180,000**

The City of Livermore requires on-call contract services for vehicle body work and repair services for the City-owned and maintained fleet.

The City published a request for bids for vehicle body work and repair services pursuant with the requirements of Livermore Municipal Code Chapter 2.68 which allows the City of Livermore to utilize the bidding results to enter into an agreement for these services. Two contractors responded with responsive bids. Staff reviewed the bids and recommended that the City Council award an agreement to F&V Enterprises, Inc. DBA Tri-Valley Auto Body as the best value bidder and reject all other bids or proposals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore authorizes the City Manager to sign, on behalf of the City of Livermore, an agreement with F&V Enterprises, Inc. DBA Tri-Valley Auto Body attached hereto as Exhibit A, for a total amount not-to-exceed \$180,000. The City Manager is authorized to execute one 2-year extension.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore rejects all other bids or proposals.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 11, 2021, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ - Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Agreement with F&V Enterprises DBA Tri-Valley Auto Body

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2021, by and between the City of Livermore ("City"), a municipal corporation, and F&V Enterprise Inc., DBA Tri-Valley Auto Body ("Contractor"), a California corporation.

RECITALS

City requires services to provide on-call vehicle body work and repair.

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

AGREEMENT

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

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

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

3. **Description of Services.** Contractor shall provide services to provide on-call vehicle body work and repair as more particularly set forth in Exhibit "A" (collectively "the Services").

4. **Contractor's Responsibilities.** Contractor shall:

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

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

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

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

- (e) Comply with all laws in effect that are related to Contractor and the Services;
- (f) Coordinate the Services with Brian Harris, Public Works Supervisor ("Project Manager"), or such other person designated as the Project Manager by City;
- (g) Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;
- (h) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;
- (i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;
- 0) 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; and,
- (k) Contractor shall correct, at its own expense, all errors in the Services. Should Contractor fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor.
- (l) If applicable, Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Contractor shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.
- (m) Contractor's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of \$180,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on October 12, 2021 and terminates upon the completion of the Services or September 30, 2024, whichever occurs first. This agreement may be extended for one additional two-year term by mutual written agreement of both parties.

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

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

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

10. Confidentiality. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Indemnity and Defense.

(a) **Definitions.** When used in this "Indemnity and Defense" section, these terms have the following meaning:

(1) "City," means the City, its elected officials, officers, directors, employees, agents, or designated volunteers.

(2) "Design Professional," means licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the provisions of the California Business and Professions Code listed at California Civil Code, section 2782.8, upon which Contractor relies to meet the obligations of, or perform work pursuant to, this Agreement. Although it is possible, this Agreement does not anticipate that Contractor will be relying on the services of Design Professional or any professional to perform this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Contractor relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional. This Agreement contemplates that Contractor will be relying on the services of a Non-Design Professionals to perform this Agreement.

(4) "Loss," or "Losses," mean all claim for or actual loss, liability, damage, cost, and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs arising out of or in connection with Contractor's obligation or work to perform this Agreement including the City's active or passive negligence, except for such Loss arising from the sole negligence or willful misconduct of the City.

(b) **Non-Design Professional Services.** Contractor shall defend, indemnify, and hold harmless the City from and against any alleged Loss arising out of, pertaining to, or relating to, the services of any Non-Design Professional.

(c) **Design Professional Services.** For an alleged Loss that solely arises out of, pertains to, or relates to, the services of a Design Professional, Contractor shall defend and indemnify the City solely for such Losses due to the negligence, recklessness, or willful misconduct of the Design Professional(s) as allowed by application of California law, including California Civil Code, section 2782.8, as written on the effective date of this Agreement and according to applicable judicial interpretations.

(d) **Mixed Services.** If an alleged Loss arises out of, pertains to, or relates to both the services of a Design Professional and a Non-Design Professional, Contractor shall defend City against the claimed Loss and shall indemnify and hold harmless City from all Losses alleged against the Non-Design Professional combined with any Losses allegedly due to the negligence, recklessness, or willful misconduct of any Design Professional.

12. **Insurance.** Contractor shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services.

Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

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

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

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

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

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

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

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

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

conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

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

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

TO CITY: Attention: Brian Harris
 City of Livermore
 3500 Robertson Park Rd.
 Livermore, California 94550

TO CONTRACTOR: Attention: Fernando Romero
 F & V Enterprise OBA Tr-Valley Auto Body
 3561 First Street
 Livermore, CA 94550

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.

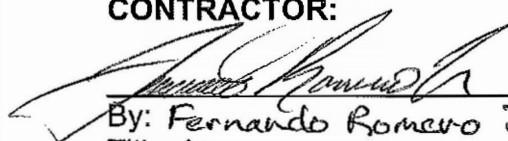
24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Counterparts. This Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

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.

CONTRACTOR:


By: Fernando Romero Jr.
Title: Manager / Owner

Dated:

Sept. 9, 2021

CITY OF LIVERMORE:

Dated:

Marc Roberts
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

Attachments:

- Exhibit A - Scope of Work
- Exhibit B - Insurance Requirements

Exhibit ASCOPE OF SERVICES

Contractor shall provide all necessary labor, materials, supplies, and equipment to complete the following work tasks:

1. Provide car and truck body repairs, and major collision repairs, which may include (but not limited to) bodywork, painting, chassis/frame straightening, mechanical repairs, glasswork, air conditioning, and front/rear wheel alignment. Contractor will complete all repairs necessary to restore the vehicle to its pre-accident condition in terms of form, fit, finish, appearance, durability, functionality, safety, and value. All such repairs shall be completed in accordance with or shall exceed industry standards in effect at time of repair.
2. Provide free estimates for City vehicles at a City facility where damaged vehicle is parked at. All estimates shall be complete and include all parts and charges with the exception of "hidden" damage, which may not be obvious until repairs are initiated. In some cases of severe body damage, a vehicle may be towed to the vendor's shop and be taken apart for further inspection to assure no damage is overlooked. All estimates shall be typed or computer generated, completed and submitted for review within twenty-four (24) hours of receipt of vehicle. All estimates shall be provided at no cost to the City. All estimates shall be itemized and include the number of labor hours, parts and materials necessary for repairs. The hours and prices shall be based on the Certified Collateral Cooperation (CCC ONE Crash) - Estimating or Audatex Estimating in effect at that time. All estimates must detail, line by line, each part being repaired or replaced. If a part is not listed in the CCC ONE Crash Estimating or Audatex Estimating, the vendor must provide a copy of the manufacturer's list price sheet in addition to charging the same discount as bid upon off the list price.
3. No repairs shall be initiated until estimates are presented and approved by the City. A vehicle may be withdrawn at this point at the sole discretion of the City. The City must approve any variations from the original estimate before any work is complete. These variations must be presented in writing, with detailed information to be included in the original estimate. The City shall reserve the right to verify, through independent appraisal, if the estimate is complete and reasonable.
4. An estimated time for the completion of repairs must be provided. Repeated failure by the Contractor to complete jobs within the agreed time frame may result in contract termination.
5. All replacement repair parts used shall be new, unused, Original Equipment Manufactured parts, unless otherwise authorized by the City. At its option, the City may supply any tires or parts required for a vehicle repair.
6. The City reserves the right to supply the vendor with parts. It shall be incumbent upon the successful contractor to supply the City with one (1) copy of the current CCC ONE Crash Estimating or Audatex Estimating, prior to the start of repairs and one copy of updates thereafter.

7. Periodically during the Contract term, replacement repair parts invoiced may be audited for compliance to the above terms, conditions, and specifications.
8. Billing - Invoices shall be typed or computer generated and submitted by the vendor upon completion of repairs to the City. Invoices must itemize cost of materials, parts, and labor costs with part-numbers and description of all items used to complete the repair.

TERMS OF WORK

1. This agreement does not obligate the City to any particular amount of work to be completed by Contractor.
2. All repairs must comply with Department of Transportation, National Highway Traffic Safety Administration, California Vehicle Code, California Code of Regulations Title 13 and Title 49 Regulations and Standards.
3. City reserves the right to halt work at any time for noncompliance with this agreement, or unsafe work conditions or practices.
4. All debris or spoils generated by the work of Contractor shall be properly disposed of by Contractor.
5. Contractor shall warranty all work for a minimum of ninety days after the completion of the work. Any work required to remedy problems with installation or materials shall be at the sole cost of the Contractor within this ninety-day period.

COMPENSATION

1. City shall compensate Contractor at the rates set forth in the table below.

Contractor's Labor Rates (Hourly)

| Description | Mechanical/Electrical Hourly Rate | Painting /Refinish Hourly Rate | Body Hourly Rate | Sheet Metal Hourly Rate |
|-------------|--------------------------------------|-----------------------------------|---------------------|----------------------------|
| Labor: | \$78 | \$78 | \$78 | \$78 |

2. Parts Pricing will be discounted a minimum 5% off of manufactures list pricing.
3. All part/ material warranties will be provided to the City upon job completion.
4. At the City's request the CONTRACTOR must provide receipts or invoices for all parts/ materials used in the services to verify parts/ materials pricing.

Exhibit B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
 Statutory limits as required by the State of California including **\$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Garage Keepers:
\$500,000 per occurrence.

Deductibles and Self-insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

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.



CITY COUNCIL STAFF REPORT

ITEM NO. 5.5

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Douglas Alessio, Assistant City Manager

SUBJECT: Resolution approving the Memorandum of Understanding between the City of Livermore and the Association of Livermore Employees.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Association of Livermore Employees for the term of October 1, 2021 through September 30, 2025.

SUMMARY

The current Association of Livermore (ALE) Memorandum of Understanding expired on September 30, 2021. ALE currently represents two hundred one (201) full-time equivalent positions and is the exclusive bargaining unit for the City's miscellaneous, non-exempt employees. On May 24, 2021, negotiations with ALE on a successor MOU commenced. The City and ALE met thirteen (13) times on the terms to be contained in the successor MOU. As a result of the meetings between the City and ALE, a tentative agreement between the parties was reached, subject to City Council approval, on the terms and conditions of employment as set forth in Attachment 1 - Redlined Memorandum of Understanding.

DISCUSSION

The following is a summary of the proposed substantive changes to the previous ALE MOU which will expire on September 30, 2021.

| | |
|-------------|--|
| Term | October 1, 2021 - September 30, 2025 (4 years) |
|-------------|--|

| | |
|---|---|
| General Wage Increase | <p>Effective October 11, 2021, all salary ranges for employees holding positions in classifications assigned to ALE will receive a base pay increase of 2.0%.</p> <p>Effective October 10, 2022, all salary ranges for employees holding positions in classifications assigned to ALE will receive a base pay increase of 3.5%.</p> <p>Effective October 9, 2023, all salary ranges for employees holding positions in classifications assigned to ALE will receive a base pay increase of 2.5%.</p> <p>Effective October 7, 2024, all salary ranges for employees holding positions in classifications assigned to ALE will receive a base pay increase of 2.0%.</p> |
| Recognition of Increased Medical Costs | <p>In recognition of increases in medical costs, the MOU includes the following increases to base salary:</p> <p>Effective October 11, 2021, all salary ranges for employees holding classifications assigned to ALE will receive a monthly pay increase of \$60.45.</p> <p>Effective October 10, 2022, all salary ranges for employees holding classifications assigned to ALE will receive a monthly pay increase of \$62.88.</p> <p>Effective October 9, 2023, all salary ranges for employees holding classifications assigned to ALE will receive a monthly pay increase of \$64.78.</p> <p>Effective October 7, 2024, all salary ranges for employees holding classifications assigned to ALE will receive a monthly pay increase of \$66.40.</p> <p>These amounts will be pro-rated for part-time employees.</p> |
| Compensation Study Side Letter | <p>Using the 2018 Council adopted Compensation Guidelines, the City will perform a total compensation study on twenty-eight (28) ALE represented classifications.</p> |
| Vacation Accumulation | <p>Increase vacation accruals from a maximum of three hundred twenty (320) hours to three hundred forty (340) hours.</p> |
| Vacation Cash Out | <p>Eliminate the requirement that employees use a minimum of forty (40) hours in order to be eligible for cash out and cap cash out at eighty-five (85) hours bi-annually.</p> |

| | |
|---|--|
| Commercial Driver's License Pay | Incorporate Commercial Driver's License Side Letter removing the classifications of Airport Services Attendant and Senior Airport Services Attendant from the list of classifications required to have a commercial driver's license. |
| Holiday-in-Lieu Pay | Incorporate Holiday-in-Lieu Pay Side Letter adding the classifications of Water Resource Operators-Trainee, Water Resource Operators - Grade I, Water Resource Operators - Grade II, Water Resource Operators - Grade III, and Senior Water Resource Operators to the list of classifications eligible for holiday-in-lieu pay. |
| Safety Shoes | Allow new employees to receive pro-rated safety shoe allowance at the time they are hired and remove the classification of Meter Reader from the list of eligible classifications. |
| Paid Lunch Break | Incorporate Paid Lunch Break Side Letter adding the classification of Property and Evidence Specialist and changing the title of Supervising Property and Evidence Technician to Supervising Property and Evidence Specialist. Add clarifying language that as staffing levels permit, employees receiving a paid lunch break may leave their workstation but must stay on their facility/campus premises and return to their workstation immediately if needed. |
| Funeral Leave | Convert references from hours to regularly scheduled workdays. |
| Immediate Family | Update the definition of immediate family to include parents of an employee's registered domestic partner, brother-in-law, sister-in-law, and grandparents and grandchildren of an employee or their spouse. |
| Parental Leave | Expand language to apply to foster care placement of a child and change reference from "father" to parent. |
| Employer Paid Member Contribution to PERS (EPMC) | Strike reference to Employer Paid Member Contribution to PERS (EPMC). |
| Health Care Benefits Side Letter | Side letter agreement for the term of the MOU which states that should the Kaiser Account Based Health family plan increase over \$1,950 per month, the City will pay the excess premium for those ALE employees only. Provision expires September 30, 2025. |
| Dispatcher Unit Work Schedule Side Letter | Side letter agreement memorializing the practice of creating and selecting 4-11 shifts schedules and switching sides implemented by the City in the Dispatch Unit during the 2017-2021 MOU during the term of the 2021-2025 MOU. |

FISCAL AND ADMINISTARTIVE IMPACTS

The increase in the City's cost to salaries and benefits for the Association of Livermore Employees for the remainder of FY 2021-22 is \$547,500. The overall increased cost of salary and benefit modifications associated with all four years of this MOU is \$3,710,000. All fiscal impacts from the benefits provided will be incorporated into future operating budgets.

ATTACHMENTS

1. ALE MOU 2021-2025 Redline
2. Resolution
3. Exhibit A - ALE MOU 2021-2025

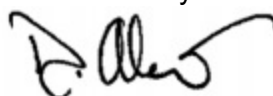
Prepared by: Kristen Hilton
Senior Human Resource Analyst

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

MASTER
MEMORANDUM OF UNDERSTANDING
on
WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

ASSOCIATION OF LIVERMORE EMPLOYEES
and
CITY OF LIVERMORE

TERM OF AGREEMENT

~~April 1, 2017 through September 30, 2021~~
October 1, 2021 – September 30, 2025

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CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and ASSOCIATION OF LIVERMORE EMPLOYEES, hereinafter referred to as "ALE" pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix A attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

ASSOCIATION OF LIVERMORE EMPLOYEES is the formally recognized employee organization for the clerical, technical, professional, and public service employees in the classifications listed in Appendix A. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

The City agrees to notify ALE each month of all new employees hired into positions represented by ALE. The City shall provide each newly hired represented employee with a copy of the Memorandum of Understanding and the ALE dues form.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing ~~April 1, 2017~~ October 1, 2021 and ending September 30, 2025~~4~~, except as provided in Chapter 1, Article V.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of Understanding (hereinafter referred to as Understanding) be made applicable on the dates indicated and in conjunction with the existing unmodified rules, regulations, and ordinances of the City, shall constitute the wages, hours, and working conditions for those employees represented by Association of Livermore Employees for the period ~~April 1, 2017~~ October 1, 2021 and ending September 30, 2025~~4~~.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

~~Effective September 4, 2017, salaries shall be set according to the classifications and to the salary ranges assigned to each of the classifications listed in Appendix A, attached hereto, reflecting an increase of three percent (3%). Simultaneously, a one-time lump-sum settlement payment equal to three percent (3%) of the monthly base pay in effect on September 3, 2017 will be paid for the equivalent of five (5) pay periods.~~

~~The amount will be pro-rated for employees hired after June 26, 2017 based on the number of full pay periods worked.~~

Effective October 11, 2021, salaries shall be set according to the classifications and to the salary ranges assigned to each of the classifications listed in Appendix A, attached hereto, reflecting an increase of two percent (2.0%).

Salaries for the remaining contract years will be adjusted as follows:

| | | |
|-----------------------|-------------------|-------|
| 04/02/2018 | <u>10/10/2022</u> | 3.5% |
| 04/01/2019 | <u>10/09/2023</u> | 2.5% |
| 03/30/2020 | <u>10/07/2024</u> | 2.05% |
| 03/29/2021 | | 0.5% |

In recognition of rising medical costs, the City will increase base monthly salaries cumulatively as follows:

Effective October 11, 2021 - \$60.45

Effective October 10, 2022 - \$62.88

Effective October 9, 2023 - \$64.78

Effective October 7, 2024 - \$66.40

These amounts will be pro-rated for part-time employees.

~~In return for eliminating the longevity increase in Personal Leave hours for employees hired on or after June 26, 2017, the City will increase the wages in Appendix A by 0.5% effective September 4, 2017. Simultaneously, a one-time lump sum settlement payment equal to 0.5% of the monthly base pay in effect on September 3, 2017 will be paid for the equivalent of five (5) pay periods. The amount will be pro-rated for employees hired after June 26, 2017 based on the number of full pay periods worked.~~

ARTICLE II. OVERTIME COMPENSATION

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA). In addition, for those employees who are considered nonexempt for the purposes of the FLSA, overtime shall be paid for: (a) hours worked in excess of eight (8) hours in a regularly scheduled day or over such hours normally scheduled and worked in a day when assigned to a shift in excess of eight (8) hours; and (b) hours not regularly scheduled and worked in a day (such overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay).

Sub-article (b) of this article shall not apply where an employee whose regular work schedule is less than eight (8) hours per day exceeds his/her regular daily work schedule as the result of his/her request for a temporary schedule adjustment, provided that overtime shall be paid to any such employee for time worked in excess of eight (8) hours in a day. An employee may make such a temporary adjustment in work schedule no more than once per pay period.

At the option of the employee, compensatory time off may be taken in lieu of overtime payment in accordance with the FLSA Section 7(o). Such time off shall be mutually agreeable to the employee and the supervisor taking into account (a) the normal schedule of work; (b) the anticipated peak hour workload based on past experience; (c) any emergency requirements for staff and services; (d) availability of qualified substitutes; and (e) whether scheduling the use of compensatory time off would require the payment of overtime to others. The fact that granting compensatory time off would require the payment of overtime to others shall not be the sole reason an employee is denied compensatory time off.

All accrued compensatory time off in excess of one hundred (100) hours must be liquidated by monetary payment.

Mutual agreements to set aside this MOU, (non-FLSA) overtime may be made, in writing, between the employee and the employee's department head or designee. Such mutual agreement may be made only in the following situations:

1. to accommodate an employee's personal request for an alternate or flexible work schedule (such as a 9/80, 4/10, etc.); and/or
2. to accommodate an employee's personal request to take time off during their normally scheduled work period (to include work periods normally scheduled for less than (8) eight hours, normally scheduled for (8) eight hours, and normally scheduled for more than (8) eight hours as part of an alternate or flexible work schedule) and to make up the time in the same FLSA work period.

ARTICLE III. CALL BACK PAY

When an employee, who is considered nonexempt for the purposes of the Fair Labor Standards Act (FLSA), has completed his/her normal shift for the day, is on a regular day off, or is on paid leave, and is called back to work, the employee shall, upon reporting, receive a minimum of three (3) hours work at the overtime rate (time and one-half), or if three (3) hours of work is not furnished, a minimum of three (3) hours of pay at the overtime rate. This provision does not apply to instances in which the employee is called to report before his/her regular starting time, and is furnished work until the end of his/her normal shift.

ARTICLE IV. STANDBY PAY

A Fair Labor Standards Act (FLSA) non-exempt employee who is assigned in writing to be on standby shall receive two (2) hours of pay at the employee's regular straight-time rate of pay on their regularly scheduled workday and three hours (3) of pay at the employee's regular straight-time rate of pay on their regularly scheduled days off and fixed City holidays.

Employees assigned to a standby period must report to work within one (1) hour of being called back to work. Employees called back to work shall be paid as designated in Article III, Call Back Pay.

ARTICLE V. TELEPHONE PAY

When an employee who is considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA) has completed his or her normal shift for the day, is on a regular day(s) off, or on paid leave and is called by the employee's supervisor, department head or designee, such employee shall receive compensation as follows: An employee who is contacted outside his or her normal work hours to conduct City business will be paid twenty (20) minutes or for each minute exceeding 20 minutes at the overtime rate (time and one-half). More than one telephone call may be taken within the twenty (20) minute period without incurring additional compensation. If the employee is recalled after the initial twenty (20) minute period a new twenty (20) minute minimum will begin.

This provision does not apply to calls involving staffing availability, shift assignments, or shift coverage.

ARTICLE VI. COURT APPEARANCES

An employee who is required to appear in court in connection with the employee's usual official duties, or in connection with a case in which the City is a party during the hours other than the normal scheduled workday, shall receive a minimum of three (3) hours of pay at the overtime rate.

Employees required to appear in court on their normal day off or who are assigned to work a graveyard shift, shall receive a minimum of four (4) hours of pay at the overtime rate.

ARTICLE VII. WORK IN A HIGHER CLASS

When an employee has been assigned in writing by his/her department head to perform the duties of a higher paid classification, and if the employee has worked in such classification for a minimum of three (3) consecutive workdays, the employee shall receive a minimum of five percent (5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater, beginning from the first completed workday for performing substantially the duties of the higher paid classification, provided that these duties are clearly not included in the job description of the employee's regular classification. An employee who otherwise would receive higher pay under this provision shall not be denied such pay based on lack of a written assignment if his/her department head requested performance of the duties of the higher paid classification and knew that the employee performed the requested duties. If an employee requests in good faith not to be assigned to perform the duties of a higher paid classification, the City shall consider the request before the duties are assigned to the employee. In no event shall the employee receive a rate in excess of Step E of the higher paid classification.

ARTICLE VIII. UNIFORM ALLOWANCE

The Uniform Allowance for regular full-time employees shall be Eight Hundred Fifty Dollars (\$850) for Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Police Clerks, Senior Police Clerks, Supervising Police Clerks, Animal Control Officers, Police Identification Technician, Supervising Property and Evidence Technician, Community Service Specialists, Crime Analysts, and Crime Prevention Specialist.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Employees shall be given a three (3) month noticing period for uniform modifications.

Those employees who, as an existing practice, are provided uniforms from their department shall continue to receive such uniforms during the term of the agreement.

ARTICLE IX. TUITION REFUND PLAN

The Tuition Refund Plan established by the City July 1, 1971 was made available to employees of the ALE Representation Unit in lieu of previously discussed education incentive pay plan. An eligible employee may be reimbursed for seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must comply with the provisions outlined in Administrative Regulation No. 14 on Tuition Reimbursement.

ARTICLE X. LICENSES AND CERTIFICATIONS

The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head to be a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations, Administrative Regulation 14, "Tuition Reimbursement" and Chapter 2, Article IX, Tuition Refund Plan of the MOU, except as follows. Reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Reimbursements will be effective for eligible employees employed by the City of Livermore for classes taken after April 30, 1995.

Commercial Drivers' License Pay

An employee working in a classification listed below, who holds a valid California Commercial Drivers' License (CDL), and who is required to maintain the CDL license, shall receive Thirty Five Dollars (\$35.00) per pay period. Such pay shall be in addition to payment made by the City for the cost of obtaining the license as provided above.

The classifications are: ~~Airport Service Attendant; Senior Airport Service Attendant~~; Electrician; Groundskeeper I, II, III & Supervising; Maintenance Trainee and Maintenance Worker I, II, & III; Mechanic; Senior Mechanic; Wastewater Collections Systems Trainee and Wastewater Collections Systems Worker I, II, & III; Water Distribution Operator Trainee, I, II, & III; Water Resources Coordinator; Water Resources Instrument Control Technician; Water Resources Mechanic I & II; and any other classification determined by the City to require a CDL.

Public Works Maintenance Division employees in positions with job classifications that do not require a commercial driver's license and who participate in the voluntary maintenance division standby program and maintain a commercial driver's license, and who may provide services associated with commercial driving to the City as part of the standby program, are to receive commercial driver's license (CDL) pay at \$35.00 per pay period in accordance with pay received by other City commercial drivers.

An employee whose license is suspended or revoked shall promptly notify their supervisor; in such an event, the above payment shall terminate effective the first day of the pay period after suspension or revocation. Payment shall be reinstated when the employee presents a valid California Commercial Drivers' License.

An employee in violation of Administrative Regulation #18 (Policy on Drug and Alcohol Pursuant to the Department of Transportation Regulations) and who is prohibited from performing safety-sensitive functions shall not receive payment for their CDL for the period of time they are unable to perform driving functions.

ARTICLE XI. DEFERRED COMPENSATION

Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees.

~~Effective September 4, 2017, the City will contribute up to \$25 per pay period to each employee's deferred compensation account if the employee contributes at least an equal amount.~~

~~Effective April 2, 2018, the City will contribute up to \$50 per pay period (i.e. an additional \$25 per pay period) to each employee's deferred compensation account if the employee contributes at least an equal amount.~~

Effective April 1, 2019, the City will contribute up to \$75 per pay period (i.e. an additional \$25 per pay period) to each employee's deferred compensation account if the employee contributes at least an equal amount.

The contribution and matching amounts will be pro-rated for part-time employees.

ALE will have at least one representative and one alternate on the Deferred Compensation Committee established by the City.

ARTICLE XII. —EMPLOYEE CALPERS CONTRIBUTION

~~Effective December 15, 2009, employees shall contribute five percent (5%) of the required eight percent (8%) employee contribution. Effective January 14, 2013 employees shall contribute an additional two percent (2%) of the required eight percent (8%) employee contribution. Effective April 8, 2013 employees shall pick up the remaining one percent (1%) for a total of 8% of the employee contribution. Such contribution shall be on a pre-tax basis.~~

ARTICLE XIII. SUPPORT SERVICES TRAINING OFFICER PAY

Employees who are assigned by the Police Chief or designee as a Support Services Training Officer shall be paid Ninety Dollars (\$90.00) per pay period for each full pay period they remain so assigned.

ARTICLE XIII~~V~~. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, ~~and~~ Community Service Specialists (assigned to the Patrol Division), Water Resource Operators-Trainee, Water Resources Operators – Grade I, Water Resources Operators – Grade II, Water Resources Operators – Grade III, and Senior Water Resources Operators shall receive holiday-in-lieu pay. Holiday-in-lieu pay shall be paid each pay period. The amount of such pay shall be seven and one half percent (7.5%) of the employee's base hourly rate of pay in effect during the pay period.

ARTICLE XIV. SAFETY SHOES

Public Works Department employees that are required to wear safety shoes or boots, ~~employees in the classification of Meter Reader,~~ and employees in the Engineering Technician, Neighborhood Preservation Officer, and Building Inspector series who perform field work, shall receive an annual Safety Shoe Allowance of Two Hundred Dollars (\$200) per fiscal year; such allowance will be paid in July of each year.

New employees will receive a pro-rated Safety Shoe Allowance at the time they are hired. The amount they receive will be based on the number of months they will work until the next benefit is paid. If an employee is hired between the 1st and the 15th of the month, they would receive credit for that month. If an employee is hired after the 16th of the month, the benefit would start with the first of the next month.

The type of safety footwear will be determined within the safety standards established by the employee's department head or designee.

An employee, upon advance request to the supervisor, may be exempt from wearing such safety shoes. Any such exemption must be authorized by a supervisory representative of the employee's department, be based on the written advice of a medical doctor, or such other reason(s) as may be determined by the City, and not exceed a total of twenty (20) working days in any period of twelve (12) consecutive months.

ARTICLE XVI. PRESCRIPTION SAFETY GLASSES

In accordance with the California Code of Administrative Regulation, subchapter 7, Group 2, Article 10, section 3382 (eye and face protection), employees working in locations where there is a risk of receiving eye injuries such as punctures, abrasions, contusions, or burns as a result of contact with flying particles, hazardous substances, projections, or injurious light rays (such as in a welding operation) which are inherent in the work environment, shall be eligible for reimbursement for safety prescription glasses in the amounts and frequency stated below.

An employee may be reimbursed up to \$150 per calendar year for the purchase of safety prescription glasses. Such safety glasses must meet the requirements set forth in the American National Standard, Practice for Occupational and Educational Eye and Face Protection, Z87.1-1989, and any other regulations that may be established regarding safety prescription glasses.

The decision of the Administrative Services Director in determining eligibility for prescription safety glasses shall be final and not subject to grievance or appeal.

ARTICLE XVII. BILINGUAL PAY

Employees who are certified by their Department Head and approved by the Administrative Services Director and who use one of the following languages at both the written and conversational level while performing their assigned duties shall receive Sixty Dollars (\$60.00) per pay period starting with the first pay period after their certification for as long as they remain certified.

Employees who are certified by their Department Head and approved by the Administrative Services Director who use one of the following languages at the conversational level while performing their assigned duties shall receive Thirty-Five Dollars (\$35.00) per pay period starting with the first pay period after their certification for as long as they remain certified.

Employees who received Bilingual Pay in the last pay period of March 2007 shall receive such pay at the written and conversational level (Sixty Dollars [\$60.00] per pay period) during the term of this agreement, as long as they remain certified. Employees are subject to periodic recertification as a condition of receiving Bilingual pay.

Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic (including Persian, Iranian and Farsi), Chinese, Cambodian, Sign Language, and other languages as determined by the Administrative Services Director.

ARTICLE XVIII. SHIFT DIFFERENTIAL

Employees assigned to city facilities operating on a twenty-four hour, seven day a week schedule shall receive a shift differential of \$2.50 per hour for all hours worked on the shift for employees whose regular schedule requires that the employee work at least 4 hours between the hours of 4:00 p.m. and 6:00 a.m.

ARTICLE XVIII. SPECIAL EQUIPMENT OPERATORS PAY

Public Works Department employees assigned to operate a water tank truck, a street sweeper, a motor patrol grader, an aerial lift truck, a crane truck, a front end loader, a tractor, an asphalt grinder, a yard goat, a skid steer, a fork lift, a leaf loader, a back hoe, or a vehicle or combination of vehicles requiring a Commercial Driver's License in the performance of his/her job duties will receive Twelve Dollars (\$12.00) per day. Such pay shall be in addition to all other compensation and it will be paid provided that the employee is assigned to such equipment fifty percent (50%) or more of the employee's workday and does actually operate such equipment.

ARTICLE XIX. PAID LUNCH BREAK

Employees in the following classifications shall receive a 30 minute paid lunch break while working a regularly scheduled shift: Animal Control Officer, Community Service Specialist, Public Safety Dispatcher, Senior Public Safety Dispatcher, Supervising Public Safety Dispatcher, Senior Police Clerk, Supervising Police Clerk, Property and Evidence Specialist, Supervising Property and Evidence

~~Technician~~Specialist, WR Operator – Trainee, WR Operator – Grade I, WR Operator – Grade II, WR Operator – Grade III, WR Senior Operator, and WR Supervising Operator.

It is understood that such designated employees shall be required to remain on duty for the full number of hours of the work shift, including meal periods, if ~~neccessary~~necessary, to respond to public service requirements. Meal periods for employees in the classifications designated above shall be considered as included within the hours of the scheduled work shift. As staffing levels permit, employees may leave their workstation while remaining on their facility or campus premises on a paid lunch break. Employees must immediately return to their workstation when called.

CHAPTER 3. LEAVES

ARTICLE I. VACATION

Eligible full-time employees shall accrue vacation as follows. Eligible part-time employees shall accrue a pro-rata amount based on their status as a three-quarter or half time budget allocation:

| <u>Years of Service</u> | <u>Accrual Rate Per Pay Period</u> |
|------------------------------|------------------------------------|
| First year* | 3.10 hours |
| Second through fifth | 4.62 hours |
| Sixth through tenth | 5.23 hours |
| Eleventh through fifteenth | 6.19 hours |
| Sixteenth through nineteenth | 6.93 hours |
| Twentieth or more | 7.40 hours |

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second year accrual rate. An employee whose position requires a probationary period that exceeds twelve months shall be advanced to the second year rate upon completion of one year of service.

Vacation Accumulation

Employees may accumulate up to ~~T~~~~hree~~ ~~H~~~~undred~~ ~~T~~~~wenty~~ ~~f~~~~orty~~ (~~320~~~~340~~) hours of vacation. Accrual will terminate after employee accumulates the ~~320~~~~340~~ maximum vacation hours.

Vacation Selection

During the term of this Memorandum of Understanding, the City shall meet and confer with ALE over any proposed change to the methodology by which ALE represented employees in 24/7 departments schedule vacations, including but not limited to any proposed change to the length of vacation allowed.

Vacation Cash Out

An employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of forty (40) hours vacation leave during the twelve months preceding the cash out date, retains a minimum balance of forty (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in June and December of each year. This paragraph shall sunset on December 31, 2021.

Effective January 1, 2022, all employees will be eligible to cash out up to eighty-five (85) hours of vacation semi-annually during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation at the time of each cash out.

During the month of December each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure they have used the required number of hours and that the elected vacation hours to be cashed out are available at the time of each cash out. If an employee has not met the leave usage requirement or does not have enough vacation hours, the employee will not be eligible for vacation cash out during the year. The requirement to use vacation will sunset on December 31, 2021.

For vacation requested before the vacation cash out election date that was subsequently cancelled by the department after the vacation cash out election date, an employee may make a request to the City Manager to transfer the vacation hours they would have used to their vacation bank if their vacation balance is above 240 hours.

The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

The City shall meet with ALE and explain, prior to suspension of the payout provision, if the City Manager intends to determine that a demonstrated fiscal crisis exists. This meeting shall not constitute formal meet and confer and impasse procedures do not apply.

ARTICLE II. PERSONAL LEAVE

Personal leave for eligible employees shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours with an increase of eight (8) hours for each five (5) years of service to a maximum of 40 hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours with an increase of six (6) hours for each five (5) years of service to a maximum of 30 hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours with an increase of (4) hours for each five (5) years of service to a maximum of 20 hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

For employees hired after June 26, 2017, Personal leave shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

Employees not in a paid status at the beginning of the payroll year will not be credited with personal leave until their return to work.

ARTICLE III. SICK LEAVE

Sick leave accrual and usage shall be established by the City Personnel Rules and Regulations and as modified by the Master Memorandum of Understanding between ALE and the City.

ARTICLE IV. FAMILY ILLNESS

An employee may use sick leave for absences caused by the illness or injury of a member of the employee's immediate family (as defined below under Article VI Immediate Family) which requires the presence of the employee. For the purpose of this section, an employee may use up to one-half of their annual sick leave accrual.

ARTICLE V. FUNERAL LEAVE

In the event of a death in the immediate family (as defined below under Article VI. Immediate Family) of an employee, the employee shall, upon request, be granted time off, with pay, the equivalent of three (3) regularly scheduled workdays. not to exceed twenty-four (24) hours.

In the event of a death of ~~an sister-in-law, brother-in-law, aunt, or uncle~~ of an employee, the employee shall, upon request, be allowed to use the equivalent of three (3) regularly scheduled workdays of sick leave. twenty-four (24) hours of sick leave.

When unusual circumstances exist, an extension may be granted upon recommendation of the employees' Department Head. Such extension may not exceed sixteen (16) additional sick leave hours. At the request of the City, the employee will furnish a death certificate and proof of relationship.

ARTICLE VI. IMMEDIATE FAMILY

The immediate family is defined as the employee's spouse, parents of employee or spouse, or registered domestic partner, children, step-children who reside in the employee's household, brothers of employee or spouse, sisters of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, foster parent, foster child or relative living within the employee's household and registered domestic partner. An employee may register a domestic partner by meeting the requirements set forth in the City of Livermore Declaration of Domestic Partnership form. The form will be filed with Human Resources and kept in the employee's confidential medical file in Human Resources.

ARTICLE VII. PARENTAL LEAVE

Any employee who becomes a parent by adoption or foster care placement of a child or any ~~male~~ employee who becomes a father-parent due to the birth of a child will be entitled to the use of up to one-half their annual sick leave accrual. Such leave will be in addition to and may be combined with that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE VIII. HOLIDAYS

Eligible employees shall be entitled to take all authorized holidays off with pay, or receive an in-lieu day off, or days pay when required to work on a scheduled work day, not to exceed eight (8) hours pay for any one (1) day and the appropriate pro-rata amount for part-time employees. If it is not feasible to grant an in-lieu day off, the employee shall be compensated eight (8) hours at the rate of one and one-half (1-1/2) times the employee's straight time rate of pay for any one (1) holiday. Part-time employees will be compensated the appropriate pro-rata amount based on eight (8) hours as full time.

When an employee is scheduled to and does work on a day observed as a holiday, the employee shall receive one and one half (1½) times pay or, in lieu thereof, compensatory time, as long as the hours worked on the holiday aren't required to be reported as Regular hours to CalPERS, for each hour and each one-tenth (1/10) part of an hour worked in addition to their regular pay for the holiday.

Part-time employees who are regularly scheduled to work eight (8) hours or more and are entitled to take an authorized holiday off, may elect to take time off without pay in lieu of using vacation or compensatory time in order to supplement the hours required for that regularly scheduled work day. The intent of this exception is to allow the employee to minimize the use of vacation or compensatory time when accounting for hours on holidays. Should an employee elect to take time off without pay under this section, the employee will continue to receive all other benefits and compensation at their normal rates without interruption.

In order to be eligible for holiday time off or pay in lieu thereof, the employee must be in an approved pay status on both their scheduled workday immediately preceding and their scheduled workday immediately following the holiday.

The authorized holidays are:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Day (third Monday of January)
- (3) President's Day (third Monday of February)
- (4) Memorial Day (last Monday of May)
- (5) Independence Day
- (6) Labor Day (first Monday of September)
- (7) Veteran's Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) December Twenty-fourth (24th)
- (11) December Twenty-fifth (25th)
- (12) December Thirty-first (31st)

When a holiday listed above falls on a Saturday, the preceding Friday shall be considered the holiday, and when a holiday listed above falls on a Sunday, the following Monday shall be considered the holiday.

Exception:

When December 25 and January 1 fall on Saturday, Sunday or Monday, the December 24, 25, 31 and January 1 holidays shall be observed as follows:

When December 25 and January 1 fall on Saturday, the preceding Thursday and Friday shall be considered holidays.

When December 25 and January 1 fall on Sunday, the preceding Friday and the following Monday shall be considered holidays.

When December 25 and January 1 fall on Monday, that Monday and the preceding Friday shall be considered holidays.

ARTICLE IX. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

This is a system whereby a member covered by this agreement may donate accumulated time off from compensatory time or vacation accruals to another member. The City shall limit such donations to situations where the reason of the donation of leave time is necessitated by the illness or injury of the recipient and who is threatened with loss of earnings due to the exhaustion of the recipients leave benefits.

All such donations shall only be used in those situations where the recipient member is expected to return to full duty. This agreement shall not prevent members from donating such time to City employees not covered by this agreement.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH, MEDICAL AND DENTAL CARE BENEFITS

Effective January 1, 2017, the City will provide a monthly contribution of One Thousand Nine Hundred Fifty Dollars (\$1,950.00) from which the employee may pay medical, dental, and/or vision premiums, or other costs for health care programs as the City shall establish revise, sponsor, or make available to all eligible employees. Contribution amounts are prorated for employees who work part-time.

If an employee requests to cancel/waive the City insurance coverage, the employee must present proof of medical, dental, and/or vision insurance coverage through another provider. Any employee requesting a waiver of medical, dental, and/or vision coverage will be required to meet all rules and conditions covering the administration of the health plans. An employee who has cancelled or waived insurance provided by the City and experiences a qualifying event, such as the loss of medical coverage through another provider, may be eligible to enroll in the City's insurance program as long as they meet the enrollment requirements.

Any unused portion of the City's contribution will be added as taxable income to the employee's earnings.

The City will meet with ALE representatives to discuss health insurance issues at least twice per year. Whenever possible, no less than thirty days before the scheduled open enrollment period, the City will provide written notice to ALE of any proposed changes to premiums, plan design, insurance carriers or other changes to the City's medical, dental, and other insurance benefits and/or carriers available to members. At ALE's request, the City will meet and discuss with ALE representatives any proposed changes to health, medical, dental, and other insurance programs including carriers or insurance broker(s), offered by the City to its members.

ARTICLE II. LIFE INSURANCE

Effective no later than 60 (sixty) days following adoption by the City Council, each eligible employee shall receive Sixty Thousand Dollars (\$60,000) of basic life insurance coverage paid for by the City under the provisions of the Life Insurance Program as established, administered, revised, sponsored, and made available to all eligible employees by the City.

Eligible enrolled employees may purchase supplemental life insurance starting at \$30,000 of coverage in increments of \$10,000 to the lesser of \$300,000 or five (5) times the employees base salary, pursuant to California law.

ARTICLE III. LONG TERM DISABILITY INSURANCE

The City will select, administer, revise, and sponsor a Long Term Disability Insurance program with a maximum monthly benefit of \$5,000 per month and make the program or plan available to all eligible employees. Effective sixty days following adoption by the City Council, the City shall contribute an amount not to exceed Forty-Two Dollars and Fifty Cents (\$42.50) per month per individual employee toward the monthly premium cost of enrolled employees, and in no event shall the City be obligated to contribute an amount in excess of the actual cost, if lesser, for an individual employee. If, during this contract period, the LTD premium exceeds \$42.50 per month, the City will meet and confer with ALE to discuss how to address the increase.

ARTICLE IV. LONG TERM CARE INSURANCE

Effective January 1, 2008, the City will select, administer, revise and sponsor a voluntary long term care insurance program and make the plan available to eligible employees. The employee shall pay any and all required premiums for this plan. This program may be terminated at any time in the event that the plan fails to meet the minimum enrollment requirement established by the insurance carrier. The insurance carrier's rules regarding eligibility shall be applicable.

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective January 1, 1952. The retirement plan is now titled California Public Employees' Retirement System (PERS), local miscellaneous member category. Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

| <u>AMENDMENT</u> | <u>EFFECTIVE DATE</u> | <u>SUPERSEDED</u> |
|--|-----------------------|-------------------|
| Three Year Final Compensation | July 1, 1967 | June 18, 1990 |
| 1959 Survivor Benefits | July 1, 1967 | June 18, 1990 |
| Credit for Unused Sick Leave | November 22, 1978 | |
| Third Level 1959 Survivor Benefits | June 18, 1990 | March 25, 1999 |
| One Year Final Compensation | June 18, 1990 | |
| 2% @ 55 Full Formula | June 26, 1995 | October 3, 2003 |
| Employer Paid Member Contribution (EPMC) | June 24, 1996 | April 8, 2013 |
| Fourth Level Survivor Benefit | March 25, 1999 | |
| Death Benefit/Remarriage | March 25, 1999 | |
| Military Service Credit | October 3, 2003 | |
| 2.7% @ 55 Full Formula | October 3, 2003 | |
| 2% @ 60 Full Formula | December 30, 2012 | |
| 2% @ 62 Full Formula | January 1, 2013 | |

Effective December 30, 2012, newly hired classic miscellaneous CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 2%@60 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 7% (seven percent) employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2% @ 62 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

ARTICLE II. RETIREE HEALTH BENEFIT

Eligibility Criteria

The following eligibility criteria will apply to ALE employees who retire on or after October 3, 2003. It shall not apply to any former employees who retired prior to October 3, 2003.

1. The employee must have retired within 120 days of their last day of employment with the City of Livermore, except in a case of a husband and wife who both work for the City (see “Husband and Wife Employees”) and
2. The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by CalPERS and/or the employee’s former employers at the time of retirement.

Industrial Disability Retirement

An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.

Husband and Wife Employees

If both husband and wife are employees of the City of Livermore, both must be retired before they become eligible for the retiree health benefit. The above described eligibility requirement of retirement within one hundred and twenty (120) days of employment with the City is applicable to only the second spouse to retire. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive the health benefit.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the active Kaiser Plan A 2-Party Health Plan premium rate for an employee and one dependent. If the City institutes the CalPERS medical plan, the CalPERS Kaiser (CA) Bay Area Region premium rate for an employee and one dependent would replace the active Kaiser Plan A 2-Party rate. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

| <u>CalPERS Years of Service</u> | <u>City’s Contribution</u> |
|---------------------------------|----------------------------|
| 10 | 70% (effective 1/1/06) |
| 15 | 80% (effective 1/1/06) |
| 20 | 90% (effective 1/1/06) |
| 25+ | 100% |

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the active Kaiser Plan A 2-Party premium rate for the employee plus one dependent and his or her years of service.

Effective for employees retiring after December 31, 2005 and before ratification of this Memorandum, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate for an active employee and one dependent or One Thousand Six Hundred Seventy Three Dollars (\$1,673.00) per month minus the dental premium for an active employee and one dependent enrolled in the base dental plan, whichever is less. The City will adjust the benefit amount of \$1,673 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The

twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring after ratification of this Memorandum and before January 1, 2017, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate for an active employee and one dependent or One Thousand Five Hundred Eighty One Dollars (\$1,581.00) per month, whichever is less. The City will adjust the benefit amount of \$1,581 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring on or after January 1, 2017, the benefit amount for retiree health insurance shall be \$1,950 per month or the monthly health benefit contribution for active employees provided pursuant to Chapter 4, Article I, whichever is greater.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount for which the retiree qualifies.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration

The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retirement Health Savings Account

Employees hired on or after April 1, 2007 shall not be eligible for the above Retiree Health Benefit set forth in Article II. An employee shall receive a retirement health savings account with a City contribution of four percent (4%) of the employee's base salary.

CHAPTER 6. MISCELLANEOUS

ARTICLE I. EMPLOYEE COMMITTEE

The City recognizes the establishment of an Employee's Committee to be comprised of seven (7) representatives from all classifications represented by ALE within the Police Department. No more than two (2) employees from the same classification will be allowed to serve on the committee at the same time. The representative(s) should be rotated, if possible, on a calendar year basis.

The committee shall be given the opportunity to meet no more than once each month with the Chief of Police to discuss departmental issues affecting the employees in the above listed classifications. The committee shall request the meeting at least one week in advance of the meeting and the request will be accompanied by an agenda listing and explaining the specific issue(s) to be discussed. No meeting will

take place if no agenda, with at least one item for discussion, is presented with the meeting request. The Police Department agrees to release, with pay, all (7) of the committee members from work, if on duty, for a period not to exceed one and one-half (1½) hours for attendance at the scheduled meeting. The Chief of Police and the committee may mutually agree to discontinue this committee at such time as each agrees it is no longer necessary to meet and they may, upon mutual agreement, reconvene the committee.

In furtherance, to increase the communication within the Police Department, ALE shall notify the Chief of Police, at the beginning of each calendar year, of the name of its Police Department member who is designated to receive all proposed changes to the Police Department General Orders and Division Orders. This member will also attend department monthly staff meetings on behalf of ALE, with pay.

ARTICLE II. DISCIPLINARY ACTION

Section A

Disciplinary action shall be in accordance with Chapter 13 of the City's Personnel Rules and Regulations except as amended herein.

Section B

Disciplinary action in the form of suspension of more than five (5) days, a reduction in pay equal to more than a five (5) day suspension, a demotion, or termination of employment may be submitted for arbitration by ALE. Disciplinary actions submitted for arbitration under this provision shall be in lieu of an appeal to the City Manager pursuant to Personnel Rule 13.

Should the parties fail to agree on a neutral arbitrator, they shall request a list of seven (7) qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss.

The selected arbitrator shall conduct a hearing, make record of the hearing, and issue a final and binding decision which may be to uphold, modify or rescind the disciplinary action.

The cost of the arbitrator and all incidental costs (such as court reporter fees, transcription fees, etc.) shall be shared equally between the City and ALE.

Section C

A request to arbitrate a disciplinary action pursuant to Section B above shall be made in writing by ALE to the Administrative Services Director within ten (10) calendar days of the date of ALE's receipt of the "notice of discipline."

Section D

The individual issuing a "notice of intended discipline" requiring a "Skelly Meeting" (disciplinary actions of a suspension of more than five (5) days or reductions in pay equal to more than a five (5) day suspension, demotion or termination) shall not be appointed the "Skelly" meeting officer.

Section E

ALE shall be provided with a copy of the "notice of discipline" for a disciplinary action subject to arbitration as set forth in Section B above, and for a disciplinary action that may be appealed to the City Manager as set forth in Personnel Rule 13.03

ARTICLE III. EMPLOYEE PERFORMANCE EVALUATIONS

Annual step salary increases shall not be denied or delayed due to lack of a performance evaluation. Performance of duties in a higher paid classification shall not adversely affect an employee's performance evaluation.

ARTICLE IV. WORK SCHEDULES

Employees in the Dispatch Unit and Community Service Specialists who work a 4/11 shift schedule have a regular work schedule that shall consist of an average of 2,080 hours per year. The 4/11 shift schedule requires that employees work an additional seventy-two (72) hours per year to meet the 2,080 hours worked per year requirement.

In order to meet the seventy-two (72) hour requirement, twenty (20) hours will be scheduled as continuous professional training and fifty-two (52) hours will be scheduled as additional training, public appearances, special events staffing or to cover staffing needs of the Police Department.

An employee may elect by January 15 of each year to apply up to eight (8) hours of available accrued vacation, compensation time, or personal leave toward meeting the seventy-two (72) hour requirement. The City will notify employees of the leave election options and selection deadline by December 1 of each year. If a so notified employee does not make a leave election by January 15, the default election will be for the employee to work the fifty-two (52) hours. New employees will be required to work the additional hours needed based on the employees hire date.

The tracking period for the additional hours worked per year is based on the payroll calendar year. Hours will be pro-rated for part-time employees.

ARTICLE V. FATIGUE RECOVERY TIME

An employee who has worked sixteen (16) or more hours within a twenty-four (24) hour period and/or has worked on call-back within six (6) hours of the scheduled start time of his/her next regular shift and feels he/she cannot work safely because of fatigue shall notify his/her supervisory immediately. The employee will be provided with a maximum of eight (8) consecutive hours of rest time, based on the requested rest time election of the employee, between the time the employee leaves the work site to when he/she reports back to work, subject to the following conditions.

An employee called to report within three hours of his/her regular starting time will not be provided rest time under this provision unless, at the time he/she is called to report, either (a) the employee already has worked on call-back within six (6) hours of the scheduled start time of his/her next regular shift, or (b) the employee has worked sixteen (16) or more hours within a twenty-four (24) hour period.

An employee who requests rest time under this provision may elect to take accrued personal, vacation, and/or CTO leave for any portion of the up to eight (8) hours of rest that falls within the employee's next scheduled work shift.

For rest break and meal period purposes, the work day of an employee returning from rest time under this provision will be deemed to have started upon the employee's return to work, and employee's quit time will be the same as if he/she had reported for work at his/her normal start time.

The City may suspend providing rest time under this provision for the duration of an emergency declared by the City Council.

CHAPTER 7. AGENCY SECURITY**ARTICLE I. REPRESENTATION**

City employees who are official representatives of ALE will be given reasonable time off with pay and benefits during their regularly scheduled work hours to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose will be reasonable and shall not interfere with the performance of City services as determined by the employee's department head.

ALE may select six (6) representatives from its general membership or Board members to engage in investigating and assisting employees in the resolution of grievances. Additionally, ALE may select up to six (6) representatives from its general membership or Board members to engage in negotiations with City representatives.

ALE shall promptly advise the Administrative Services Director in writing of the names of the representatives. Except in emergency situations, each employee will submit a written request for time off to their department head or designee, at least three (3) working days prior to scheduled meetings. Supervising employees shall not represent non-supervising employees who are in the supervisor's line of supervisory responsibility in regards to disciplinary matters in grievance procedures.

ARTICLE II. MEETING FACILITIES

ALE is allowed to reserve City meeting and conference rooms for use during lunch periods and other non-working hours. Use of such meeting places will be made available in conformity with City rules and are subject to the limitations of prior commitments.

ARTICLE III. BULLETIN BOARDS

ALE will be allowed reasonable access to City bulletin boards for the purpose of posting, transmitting, or distributing notices or announcements regarding ALE membership meetings, results of elections, reports of minutes of ALE meetings, social events, and recreational events. Any other materials must be submitted to the Administrative Services Director or designee for approval five (5) working days prior to the requested posting date. All posted materials must be dated, and unless special arrangements are made, ALE will remove all posted materials, thirty-one (31) calendar days after the publication date.

ARTICLE IV. CLASSIFICATION SPECIFICATIONS

The City agrees to provide ALE an opportunity to review new and revised classification specifications seven (7) working days prior to finalization by Human Resources.

ARTICLE V. NO DISCRIMINATION

ALE shall not discriminate on the basis of race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, physical or mental disability, marital status or political opinion or affiliation for ALE activity to the extent prohibited by applicable State and Federal Law. The City will not discriminate against an employee for engaging in ALE membership or activity to the extent prohibited by applicable State and Federal law.

ATTACHMENT 1

Executed this _____ day of _____, ~~2017~~2021, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives
City of Livermore
Association of Livermore Employees

Employer Representative

By _____
Michael Pato, President

By _____
Marc Roberts, City Manager

By _____
Nick Bagakis, Negotiator

By _____
Douglas Alessio, Admin. Services Dir.

By _____
Jonathan Browning, Negotiator

By _____
Renea Dawes, Negotiator

By _____
Kathy Hughes, Negotiator

By _____
Denni Smiley, Negotiator

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF LIVERMORE AND THE
ASSOCIATION OF LIVERMORE EMPLOYEES**

The Association of Livermore Employees (ALE) Memorandum of Understanding will expire on September 30, 2021. The City and ALE met and negotiated a successor Master Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it approves the amendments to the Master Memorandum of Understanding between the City of Livermore and the Association of Livermore Employees for the period of October 1, 2021 through September 30, 2025, as reflected in the attached Exhibit A and authorizes its execution on behalf of the City by the City Manager and Administrative Services Director.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 11, 2021, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason Alcala

Jason Alcala
City Attorney

Exhibit A – Master Memorandum of Understanding – Association of Livermore Employees

MASTER
MEMORANDUM OF UNDERSTANDING
on
WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

ASSOCIATION OF LIVERMORE EMPLOYEES
and
CITY OF LIVERMORE

TERM OF AGREEMENT

October 1, 2021 – September 30, 2025

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CHAPTER 1. ADMINISTRATION

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and ASSOCIATION OF LIVERMORE EMPLOYEES, hereinafter referred to as "ALE" pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix A attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

ASSOCIATION OF LIVERMORE EMPLOYEES is the formally recognized employee organization for the clerical, technical, professional, and public service employees in the classifications listed in Appendix A. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

The City agrees to notify ALE each month of all new employees hired into positions represented by ALE. The City shall provide each newly hired represented employee with a copy of the Memorandum of Understanding and the ALE dues form.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing October 1, 2021 and ending September 30, 2025 except as provided in Chapter 1, Article V.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of Understanding (hereinafter referred to as Understanding) be made applicable on the dates indicated and in conjunction with the existing unmodified rules, regulations, and ordinances of the City, shall constitute the wages, hours, and working conditions for those employees represented by Association of Livermore Employees for the period October 1, 2021 and ending September 30, 2025.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

Effective October 11, 2021, salaries shall be set according to the classifications and to the salary ranges assigned to each of the classifications listed in Appendix A, attached hereto, reflecting an increase of two percent (2.0%).

Salaries for the remaining contract years will be adjusted as follows:

| | |
|------------|------|
| 10/10/2022 | 3.5% |
| 10/09/2023 | 2.5% |
| 10/07/2024 | 2.0% |

In recognition of rising medical costs, the City will increase base monthly salaries cumulatively as follows:

| | |
|----------------------------|-----------|
| Effective October 11, 2021 | - \$60.45 |
| Effective October 10, 2022 | - \$62.88 |
| Effective October 9, 2023 | - \$64.78 |
| Effective October 7, 2024 | - \$66.40 |

These amounts will be pro-rated for part-time employees.

ARTICLE II. OVERTIME COMPENSATION

Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA). In addition, for those employees who are considered nonexempt for the purposes of the FLSA, overtime shall be paid for: (a) hours worked in excess of eight (8) hours in a regularly scheduled day or over such hours normally scheduled and worked in a day when assigned to a shift in excess of eight (8) hours; and (b) hours not regularly scheduled and worked in a day (such overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight time rate of pay).

Sub-article (b) of this article shall not apply where an employee whose regular work schedule is less than eight (8) hours per day exceeds his/her regular daily work schedule as the result of his/her request for a temporary schedule adjustment, provided that overtime shall be paid to any such employee for time worked in excess of eight (8) hours in a day. An employee may make such a temporary adjustment in work schedule no more than once per pay period.

At the option of the employee, compensatory time off may be taken in lieu of overtime payment in accordance with the FLSA Section 7(o). Such time off shall be mutually agreeable to the employee and the supervisor taking into account (a) the normal schedule of work; (b) the anticipated peak hour workload based on past experience; (c) any emergency requirements for staff and services; (d) availability of qualified substitutes; and (e) whether scheduling the use of compensatory time off would require the payment of overtime to others. The fact that granting compensatory time off would require the payment of overtime to others shall not be the sole reason an employee is denied compensatory time off.

All accrued compensatory time off in excess of one hundred (100) hours must be liquidated by monetary payment.

Mutual agreements to set aside this MOU, (non-FLSA) overtime may be made, in writing, between the employee and the employee's department head or designee. Such mutual agreement may be made only in the following situations:

1. to accommodate an employee's personal request for an alternate or flexible work schedule (such as a 9/80, 4/10, etc.); and/or
2. to accommodate an employee's personal request to take time off during their normally scheduled work period (to include work periods normally scheduled for less than (8)

eight hours, normally scheduled for (8) eight hours, and normally scheduled for more than (8) eight hours as part of an alternate or flexible work schedule) and to make up the time in the same FLSA work period.

ARTICLE III. CALL BACK PAY

When an employee, who is considered nonexempt for the purposes of the Fair Labor Standards Act (FLSA), has completed his/her normal shift for the day, is on a regular day off, or is on paid leave, and is called back to work, the employee shall, upon reporting, receive a minimum of three (3) hours work at the overtime rate (time and one-half), or if three (3) hours of work is not furnished, a minimum of three (3) hours of pay at the overtime rate. This provision does not apply to instances in which the employee is called to report before his/her regular starting time, and is furnished work until the end of his/her normal shift.

ARTICLE IV. STANDBY PAY

A Fair Labor Standards Act (FLSA) non-exempt employee who is assigned in writing to be on standby shall receive two (2) hours of pay at the employee's regular straight-time rate of pay on their regularly scheduled workday and three hours (3) of pay at the employee's regular straight-time rate of pay on their regularly scheduled days off and fixed City holidays.

Employees assigned to a standby period must report to work within one (1) hour of being called back to work. Employees called back to work shall be paid as designated in Article III, Call Back Pay.

ARTICLE V. TELEPHONE PAY

When an employee who is considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA) has completed his or her normal shift for the day, is on a regular day(s) off, or on paid leave and is called by the employee's supervisor, department head or designee, such employee shall receive compensation as follows: An employee who is contacted outside his or her normal work hours to conduct City business will be paid twenty (20) minutes or for each minute exceeding 20 minutes at the overtime rate (time and one-half). More than one telephone call may be taken within the twenty (20) minute period without incurring additional compensation. If the employee is recalled after the initial twenty (20) minute period a new twenty (20) minute minimum will begin.

This provision does not apply to calls involving staffing availability, shift assignments, or shift coverage.

ARTICLE VI. COURT APPEARANCES

An employee who is required to appear in court in connection with the employee's usual official duties, or in connection with a case in which the City is a party during the hours other than the normal scheduled workday, shall receive a minimum of three (3) hours of pay at the overtime rate.

Employees required to appear in court on their normal day off or who are assigned to work a graveyard shift, shall receive a minimum of four (4) hours of pay at the overtime rate.

ARTICLE VII. WORK IN A HIGHER CLASS

When an employee has been assigned in writing by his/her department head to perform the duties of a higher paid classification, and if the employee has worked in such classification for a minimum of three (3) consecutive workdays, the employee shall receive a minimum of five percent (5%) above their regular rate of pay or the minimum of the higher classification, whichever is greater, beginning from the first completed workday for performing substantially the duties of the higher paid classification, provided that

these duties are clearly not included in the job description of the employee's regular classification. An employee who otherwise would receive higher pay under this provision shall not be denied such pay based on lack of a written assignment if his/her department head requested performance of the duties of the higher paid classification and knew that the employee performed the requested duties. If an employee requests in good faith not to be assigned to perform the duties of a higher paid classification, the City shall consider the request before the duties are assigned to the employee. In no event shall the employee receive a rate in excess of Step E of the higher paid classification.

ARTICLE VIII. UNIFORM ALLOWANCE

The Uniform Allowance for regular full-time employees shall be Eight Hundred Fifty Dollars (\$850) for Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Police Clerks, Senior Police Clerks, Supervising Police Clerks, Animal Control Officers, Police Identification Technician, Supervising Property and Evidence Technician, Community Service Specialists, Crime Analysts, and Crime Prevention Specialist.

The Uniform Allowance shall be paid in equal amounts each pay period as earned.

Employees shall be given a three (3) month noticing period for uniform modifications.

Those employees who, as an existing practice, are provided uniforms from their department shall continue to receive such uniforms during the term of the agreement.

ARTICLE IX. TUITION REFUND PLAN

The Tuition Refund Plan established by the City July 1, 1971 was made available to employees of the ALE Representation Unit in lieu of previously discussed education incentive pay plan. An eligible employee may be reimbursed for seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignment which are attended during off-duty hours. In order to be eligible for tuition reimbursement, the employee must comply with the provisions outlined in Administrative Regulation No. 14 on Tuition Reimbursement.

ARTICLE X. LICENSES AND CERTIFICATIONS

The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head to be a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations, Administrative Regulation 14, "Tuition Reimbursement" and Chapter 2, Article IX, Tuition Refund Plan of the MOU, except as follows. Reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Reimbursements will be effective for eligible employees employed by the City of Livermore for classes taken after April 30, 1995.

Commercial Drivers' License Pay

An employee working in a classification listed below, who holds a valid California Commercial Drivers' License (CDL), and who is required to maintain the CDL license, shall receive Thirty Five Dollars (\$35.00) per pay period. Such pay shall be in addition to payment made by the City for the cost of obtaining the license as provided above.

The classifications are: Electrician; Groundskeeper I, II, III & Supervising; Maintenance Trainee and Maintenance Worker I, II, & III; Mechanic; Senior Mechanic; Wastewater Collections Systems Trainee and Wastewater Collections Systems Worker I, II, & III; Water Distribution Operator Trainee, I, II, & III; Water Resources Coordinator; Water Resources Instrument Control Technician; Water Resources Mechanic I & II; and any other classification determined by the City to require a CDL.

Public Works Maintenance Division employees in positions with job classifications that do not require a commercial driver's license and who participate in the voluntary maintenance division standby program and maintain a commercial driver's license, and who may provide services associated with commercial driving to the City as part of the standby program, are to receive commercial driver's license (CDL) pay at \$35.00 per pay period in accordance with pay received by other City commercial drivers.

An employee whose license is suspended or revoked shall promptly notify their supervisor; in such an event, the above payment shall terminate effective the first day of the pay period after suspension or revocation. Payment shall be reinstated when the employee presents a valid California Commercial Drivers' License.

An employee in violation of Administrative Regulation #18 (Policy on Drug and Alcohol Pursuant to the Department of Transportation Regulations) and who is prohibited from performing safety-sensitive functions shall not receive payment for their CDL for the period of time they are unable to perform driving functions.

ARTICLE XI. DEFERRED COMPENSATION

Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees.

Effective April 1, 2019, the City will contribute up to \$75 per pay period (i.e. an additional \$25 per pay period) to each employee's deferred compensation account if the employee contributes at least an equal amount.

The contribution and matching amounts will be pro-rated for part-time employees.

ALE will have at least one representative and one alternate on the Deferred Compensation Committee established by the City.

ARTICLE XII. SUPPORT SERVICES TRAINING OFFICER PAY

Employees who are assigned by the Police Chief or designee as a Support Services Training Officer shall be paid Ninety Dollars (\$90.00) per pay period for each full pay period they remain so assigned.

ARTICLE XIII. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Public Safety Dispatchers, Senior Public Safety Dispatchers, Supervising Public Safety Dispatchers, Community Service Specialists (assigned to the

Patrol Division), Water Resource Operators-Trainee, Water Resources Operators – Grade I, Water Resources Operators – Grade II, Water Resources Operators – Grade III, and Senior Water Resources Operators shall receive holiday-in-lieu pay. Holiday-in-lieu pay shall be paid each pay period. The amount of such pay shall be seven and one half percent (7.5%) of the employee's base hourly rate of pay in effect during the pay period.

ARTICLE XIV. SAFETY SHOES

Public Works Department employees that are required to wear safety shoes or boots, and employees in the Engineering Technician, Neighborhood Preservation Officer, and Building Inspector series who perform field work, shall receive an annual Safety Shoe Allowance of Two Hundred Dollars (\$200) per fiscal year; such allowance will be paid in July of each year.

New employees will receive a pro-rated Safety Shoe Allowance at the time they are hired. The amount they receive will be based on the number of months they will work until the next benefit is paid. If an employee is hired between the 1st and the 15th of the month, they would receive credit for that month. If an employee is hired after the 16th of the month, the benefit would start with the first of the next month.

The type of safety footwear will be determined within the safety standards established by the employee's department head or designee.

An employee, upon advance request to the supervisor, may be exempt from wearing such safety shoes. Any such exemption must be authorized by a supervisory representative of the employee's department, be based on the written advice of a medical doctor, or such other reason(s) as may be determined by the City, and not exceed a total of twenty (20) working days in any period of twelve (12) consecutive months.

ARTICLE XV. PRESCRIPTION SAFETY GLASSES

In accordance with the California Code of Administrative Regulation, subchapter 7, Group 2, Article 10, section 3382 (eye and face protection), employees working in locations where there is a risk of receiving eye injuries such as punctures, abrasions, contusions, or burns as a result of contact with flying particles, hazardous substances, projections, or injurious light rays (such as in a welding operation) which are inherent in the work environment, shall be eligible for reimbursement for safety prescription glasses in the amounts and frequency stated below.

An employee may be reimbursed up to \$150 per calendar year for the purchase of safety prescription glasses. Such safety glasses must meet the requirements set forth in the American National Standard, Practice for Occupational and Educational Eye and Face Protection, Z87.1-1989, and any other regulations that may be established regarding safety prescription glasses.

The decision of the Administrative Services Director in determining eligibility for prescription safety glasses shall be final and not subject to grievance or appeal.

ARTICLE XVI. BILINGUAL PAY

Employees who are certified by their Department Head and approved by the Administrative Services Director and who use one of the following languages at both the written and conversational level while performing their assigned duties shall receive Sixty Dollars (\$60.00) per pay period starting with the first pay period after their certification for as long as they remain certified.

Employees who are certified by their Department Head and approved by the Administrative Services Director who use one of the following languages at the conversational level while performing their assigned duties shall receive Thirty-Five Dollars (\$35.00) per pay period starting with the first pay period after their certification for as long as they remain certified.

Employees who received Bilingual Pay in the last pay period of March 2007 shall receive such pay at the written and conversational level (Sixty Dollars [\$60.00] per pay period) during the term of this agreement, as long as they remain certified. Employees are subject to periodic recertification as a condition of receiving Bilingual pay.

Bilingual pay shall apply to the following languages: Spanish, Vietnamese, Arabic (including Persian, Iranian and Farsi), Chinese, Cambodian, Sign Language, and other languages as determined by the Administrative Services Director.

ARTICLE XVII. SHIFT DIFFERENTIAL

Employees assigned to city facilities operating on a twenty-four hour, seven day a week schedule shall receive a shift differential of \$2.50 per hour for all hours worked on the shift for employees whose regular schedule requires that the employee work at least 4 hours between the hours of 4:00 p.m. and 6:00 a.m.

ARTICLE XVIII. SPECIAL EQUIPMENT OPERATORS PAY

Public Works Department employees assigned to operate a water tank truck, a street sweeper, a motor patrol grader, an aerial lift truck, a crane truck, a front end loader, a tractor, an asphalt grinder, a yard goat, a skid steer, a fork lift, a leaf loader, a back hoe, or a vehicle or combination of vehicles requiring a Commercial Driver's License in the performance of his/her job duties will receive Twelve Dollars (\$12.00) per day. Such pay shall be in addition to all other compensation and it will be paid provided that the employee is assigned to such equipment fifty percent (50%) or more of the employee's workday and does actually operate such equipment.

ARTICLE XIX. PAID LUNCH BREAK

Employees in the following classifications shall receive a 30 minute paid lunch break while working a regularly scheduled shift: Animal Control Officer, Community Service Specialist, Public Safety Dispatcher, Senior Public Safety Dispatcher, Supervising Public Safety Dispatcher, Senior Police Clerk, Supervising Police Clerk, Property and Evidence Specialist, Supervising Property and Evidence Specialist, WR Operator – Trainee, WR Operator – Grade I, WR Operator – Grade II, WR Operator – Grade III, WR Senior Operator, and WR Supervising Operator.

It is understood that such designated employees shall be required to remain on duty for the full number of hours of the work shift, including meal periods, if necessary, to respond to public service requirements. Meal periods for employees in the classifications designated above shall be considered as included within the hours of the scheduled work shift. As staffing levels permit, employees may leave their workstation while remaining on their facility or campus premises on a paid lunch break. Employees must immediately return to their workstation when called.

CHAPTER 3. LEAVES

ARTICLE I. VACATION

Eligible full-time employees shall accrue vacation as follows. Eligible part-time employees shall accrue a pro-rata amount based on their status as a three-quarter or half time budget allocation:

| <u>Years of Service</u> | <u>Accrual Rate Per Pay Period</u> |
|------------------------------|------------------------------------|
| First year* | 3.10 hours |
| Second through fifth | 4.62 hours |
| Sixth through tenth | 5.23 hours |
| Eleventh through fifteenth | 6.19 hours |
| Sixteenth through nineteenth | 6.93 hours |
| Twentieth or more | 7.40 hours |

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second year accrual rate. An employee whose position requires a probationary period that exceeds twelve months shall be advanced to the second year rate upon completion of one year of service.

Vacation Accumulation

Employees may accumulate up to three hundred forty (340) hours of vacation. Accrual will terminate after employee accumulates the 340 maximum vacation hours.

Vacation Selection

During the term of this Memorandum of Understanding, the City shall meet and confer with ALE over any proposed change to the methodology by which ALE represented employees in 24/7 departments schedule vacations, including but not limited to any proposed change to the length of vacation allowed.

Vacation Cash Out

An employee may receive a cash payment for unused vacation hours provided the employee has used a minimum of forty (40) hours vacation leave during the twelve months preceding the cash out date, retains a minimum balance of forty (40) hours of vacation, and cashes out a minimum of forty (40) hours. Payments shall be made in June and December of each year. This paragraph shall sunset on December 31, 2021.

Effective January 1, 2022, all employees will be eligible to cash out up to eighty-five (85) hours of vacation semi-annually during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation at the time of each cash out.

During the month of December each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure they have used the required number of hours and that the elected vacation hours to be cashed out are available at the time of each cash out. If an employee has not met the leave usage requirement or does not have enough vacation hours, the employee will not be eligible for vacation cash out during the year. The requirement to use vacation will sunset on December 31, 2021.

For vacation requested before the vacation cash out election date that was subsequently cancelled by the department after the vacation cash out election date, an employee may make a request to the City Manager

to transfer the vacation hours they would have used to their vacation bank if their vacation balance is above 240 hours.

The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

The City shall meet with ALE and explain, prior to suspension of the payout provision, if the City Manager intends to determine that a demonstrated fiscal crisis exists. This meeting shall not constitute formal meet and confer and impasse procedures do not apply.

ARTICLE II. PERSONAL LEAVE

Personal leave for eligible employees shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours with an increase of eight (8) hours for each five (5) years of service to a maximum of 40 hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours with an increase of six (6) hours for each five (5) years of service to a maximum of 30 hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours with an increase of (4) hours for each five (5) years of service to a maximum of 20 hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

For employees hired after June 26, 2017, Personal leave shall be credited and taken in accordance with the Personal Leave Policy governing personal leave days. Each payroll year eligible employees will be credited with personal leave as follows:

Sixteen (16) hours for each eligible employee whose position is budgeted for forty (40) hours per week.

Twelve (12) hours for each eligible employee whose position is budgeted for thirty (30) hours but less than forty (40) hours per week.

Eight (8) hours for each eligible employee whose position is budgeted for twenty (20) hours but less than thirty (30) hours per week.

Employees not in a paid status at the beginning of the payroll year will not be credited with personal leave until their return to work.

ARTICLE III. SICK LEAVE

Sick leave accrual and usage shall be established by the City Personnel Rules and Regulations and as modified by the Master Memorandum of Understanding between ALE and the City.

ARTICLE IV. FAMILY ILLNESS

An employee may use sick leave for absences caused by the illness or injury of a member of the employee's immediate family (as defined below under Article VI Immediate Family) which requires the presence of the employee. For the purpose of this section, an employee may use up to one-half of their annual sick leave accrual.

ARTICLE V. FUNERAL LEAVE

In the event of a death in the immediate family (as defined below under Article VI. Immediate Family) of an employee, the employee shall, upon request, be granted time off, with pay, the equivalent of three (3) regularly scheduled workdays.

In the event of a death of an aunt or uncle of an employee, the employee shall, upon request, be allowed to use the equivalent of three (3) regularly scheduled workdays of sick leave.

When unusual circumstances exist, an extension may be granted upon recommendation of the employees' Department Head. Such extension may not exceed sixteen (16) additional sick leave hours. At the request of the City, the employee will furnish a death certificate and proof of relationship.

ARTICLE VI. IMMEDIATE FAMILY

The immediate family is defined as the employee's spouse, parents of employee or spouse, or registered domestic partner, children, step-children who reside in the employee's household, brothers of employee or spouse, sisters of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, foster parent, foster child or relative living within the employee's household and registered domestic partner. An employee may register a domestic partner by meeting the requirements set forth in the City of Livermore Declaration of Domestic Partnership form. The form will be filed with Human Resources and kept in the employee's confidential medical file in Human Resources.

ARTICLE VII. PARENTAL LEAVE

Any employee who becomes a parent by adoption or foster care placement of a child or any employee who becomes a parent due to the birth of a child will be entitled to the use of up to one-half their annual sick leave accrual. Such leave will be in addition to and may be combined with that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE VIII. HOLIDAYS

Eligible employees shall be entitled to take all authorized holidays off with pay, or receive an in-lieu day off, or days pay when required to work on a scheduled work day, not to exceed eight (8) hours pay for any one (1) day and the appropriate pro-rata amount for part-time employees. If it is not feasible to grant an in-lieu day off, the employee shall be compensated eight (8) hours at the rate of one and one-half (1-1/2) times the employee's straight time rate of pay for any one (1) holiday. Part-time employees will be compensated the appropriate pro-rata amount based on eight (8) hours as full time.

When an employee is scheduled to and does work on a day observed as a holiday, the employee shall receive one and one half (1½) times pay or, in lieu thereof, compensatory time, as long as the hours worked on the holiday aren't required to be reported as Regular hours to CalPERS, for each hour and each one-tenth (1/10) part of an hour worked in addition to their regular pay for the holiday.

Part-time employees who are regularly scheduled to work eight (8) hours or more and are entitled to take an authorized holiday off, may elect to take time off without pay in lieu of using vacation or compensatory

time in order to supplement the hours required for that regularly scheduled work day. The intent of this exception is to allow the employee to minimize the use of vacation or compensatory time when accounting for hours on holidays. Should an employee elect to take time off without pay under this section, the employee will continue to receive all other benefits and compensation at their normal rates without interruption.

In order to be eligible for holiday time off or pay in lieu thereof, the employee must be in an approved pay status on both their scheduled workday immediately preceding and their scheduled workday immediately following the holiday.

The authorized holidays are:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Day (third Monday of January)
- (3) President's Day (third Monday of February)
- (4) Memorial Day (last Monday of May)
- (5) Independence Day
- (6) Labor Day (first Monday of September)
- (7) Veteran's Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) December Twenty-fourth (24th)
- (11) December Twenty-fifth (25th)
- (12) December Thirty-first (31st)

When a holiday listed above falls on a Saturday, the preceding Friday shall be considered the holiday, and when a holiday listed above falls on a Sunday, the following Monday shall be considered the holiday.

Exception:

When December 25 and January 1 fall on Saturday, Sunday or Monday, the December 24, 25, 31 and January 1 holidays shall be observed as follows:

When December 25 and January 1 fall on Saturday, the preceding Thursday and Friday shall be considered holidays.

When December 25 and January 1 fall on Sunday, the preceding Friday and the following Monday shall be considered holidays.

When December 25 and January 1 fall on Monday, that Monday and the preceding Friday shall be considered holidays.

ARTICLE IX. DONATION OF LEAVE TIME TO OTHER EMPLOYEES

This is a system whereby a member covered by this agreement may donate accumulated time off from compensatory time or vacation accruals to another member. The City shall limit such donations to situations where the reason of the donation of leave time is necessitated by the illness or injury of the recipient and who is threatened with loss of earnings due to the exhaustion of the recipients leave benefits.

All such donations shall only be used in those situations where the recipient member is expected to return to full duty. This agreement shall not prevent members from donating such time to City employees not covered by this agreement.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH, MEDICAL AND DENTAL CARE BENEFITS

Effective January 1, 2017, the City will provide a monthly contribution of One Thousand Nine Hundred Fifty Dollars (\$1,950.00) from which the employee may pay medical, dental, and/or vision premiums, or other costs for health care programs as the City shall establish revise, sponsor, or make available to all eligible employees. Contribution amounts are prorated for employees who work part-time.

If an employee requests to cancel/waive the City insurance coverage, the employee must present proof of medical, dental, and/or vision insurance coverage through another provider. Any employee requesting a waiver of medical, dental, and/or vision coverage will be required to meet all rules and conditions covering the administration of the health plans. An employee who has cancelled or waived insurance provided by the City and experiences a qualifying event, such as the loss of medical coverage through another provider, may be eligible to enroll in the City's insurance program as long as they meet the enrollment requirements.

Any unused portion of the City's contribution will be added as taxable income to the employee's earnings.

The City will meet with ALE representatives to discuss health insurance issues at least twice per year. Whenever possible, no less than thirty days before the scheduled open enrollment period, the City will provide written notice to ALE of any proposed changes to premiums, plan design, insurance carriers or other changes to the City's medical, dental, and other insurance benefits and/or carriers available to members. At ALE's request, the City will meet and discuss with ALE representatives any proposed changes to health, medical, dental, and other insurance programs including carriers or insurance broker(s), offered by the City to its members.

ARTICLE II. LIFE INSURANCE

Effective no later than 60 (sixty) days following adoption by the City Council, each eligible employee shall receive Sixty Thousand Dollars (\$60,000) of basic life insurance coverage paid for by the City under the provisions of the Life Insurance Program as established, administered, revised, sponsored, and made available to all eligible employees by the City.

Eligible enrolled employees may purchase supplemental life insurance starting at \$30,000 of coverage in increments of \$10,000 to the lesser of \$300,000 or five (5) times the employees base salary, pursuant to California law.

ARTICLE III. LONG TERM DISABILITY INSURANCE

The City will select, administer, revise, and sponsor a Long Term Disability Insurance program with a maximum monthly benefit of \$5,000 per month and make the program or plan available to all eligible employees. Effective sixty days following adoption by the City Council, the City shall contribute an amount not to exceed Forty-Two Dollars and Fifty Cents (\$42.50) per month per individual employee toward the monthly premium cost of enrolled employees, and in no event shall the City be obligated to contribute an amount in excess of the actual cost, if lesser, for an individual employee. If, during this

contract period, the LTD premium exceeds \$42.50 per month, the City will meet and confer with ALE to discuss how to address the increase.

ARTICLE IV. LONG TERM CARE INSURANCE

Effective January 1, 2008, the City will select, administer, revise and sponsor a voluntary long term care insurance program and make the plan available to eligible employees. The employee shall pay any and all required premiums for this plan. This program may be terminated at any time in the event that the plan fails to meet the minimum enrollment requirement established by the insurance carrier. The insurance carrier's rules regarding eligibility shall be applicable.

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective January 1, 1952. The retirement plan is now titled California Public Employees' Retirement System (PERS), local miscellaneous member category. Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

| <u>AMENDMENT</u> | <u>EFFECTIVE DATE</u> | <u>SUPERSEDED</u> |
|--|-----------------------|-------------------|
| Three Year Final Compensation | July 1, 1967 | June 18, 1990 |
| 1959 Survivor Benefits | July 1, 1967 | June 18, 1990 |
| Credit for Unused Sick Leave | November 22, 1978 | |
| Third Level 1959 Survivor Benefits | June 18, 1990 | March 25, 1999 |
| One Year Final Compensation | June 18, 1990 | |
| 2% @ 55 Full Formula | June 26, 1995 | October 3, 2003 |
| Employer Paid Member Contribution (EPMC) | June 24, 1996 | April 8, 2013 |
| Fourth Level Survivor Benefit | March 25, 1999 | |
| Death Benefit/Remarriage | March 25, 1999 | |
| Military Service Credit | October 3, 2003 | |
| 2.7% @ 55 Full Formula | October 3, 2003 | |
| 2% @ 60 Full Formula | December 30, 2012 | |
| 2% @ 62 Full Formula | January 1, 2013 | |

Effective December 30, 2012, newly hired classic miscellaneous CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 2%@60 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 7% (seven percent) employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2%@62 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

ARTICLE II. RETIREE HEALTH BENEFITEligibility Criteria

The following eligibility criteria will apply to ALE employees who retire on or after October 3, 2003. It shall not apply to any former employees who retired prior to October 3, 2003.

1. The employee must have retired within 120 days of their last day of employment with the City of Livermore, except in a case of a husband and wife who both work for the City (see "Husband and Wife Employees") and
2. The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by CalPERS and/or the employee's former employers at the time of retirement.

Industrial Disability Retirement

An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.

Husband and Wife Employees

If both husband and wife are employees of the City of Livermore, both must be retired before they become eligible for the retiree health benefit. The above described eligibility requirement of retirement within one hundred and twenty (120) days of employment with the City is applicable to only the second spouse to retire. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive the health benefit.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the active Kaiser Plan A 2-Party Health Plan premium rate for an employee and one dependent. If the City institutes the CalPERS medical plan, the CalPERS Kaiser (CA) Bay Area Region premium rate for an employee and one dependent would replace the active Kaiser Plan A 2-Party rate. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

CalPERS Years of ServiceCity's Contribution

| | |
|-----|------------------------|
| 10 | 70% (effective 1/1/06) |
| 15 | 80% (effective 1/1/06) |
| 20 | 90% (effective 1/1/06) |
| 25+ | 100% |

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the active Kaiser Plan A 2-Party premium rate for the employee plus one dependent and his or her years of service.

Effective for employees retiring after December 31, 2005 and before ratification of this Memorandum, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate

for an active employee and one dependent or One Thousand Six Hundred Seventy Three Dollars (\$1,673.00) per month minus the dental premium for an active employee and one dependent enrolled in the base dental plan, whichever is less. The City will adjust the benefit amount of \$1,673 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring after ratification of this Memorandum and before January 1, 2017, the benefit amount for retiree health insurance shall not exceed the Kaiser Plan A 2-Party premium rate for an active employee and one dependent or One Thousand Five Hundred Eighty One Dollars (\$1,581.00) per month, whichever is less. The City will adjust the benefit amount of \$1,581 in January of each year by an amount equal to the increase, if any, in the Health Net PPO Family premium rate. The twelve month cost of such an increase shall not exceed one percent (1%) of the annual base salary budgeted amount for all ALE positions.

Effective for employees retiring on or after January 1, 2017, the benefit amount for retiree health insurance shall be \$1,950 per month or the monthly health benefit contribution for active employees provided pursuant to Chapter 4, Article I, whichever is greater.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount for which the retiree qualifies.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration

The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retirement Health Savings Account

Employees hired on or after April 1, 2007 shall not be eligible for the above Retiree Health Benefit set forth in Article II. An employee shall receive a retirement health savings account with a City contribution of four percent (4%) of the employee's base salary.

CHAPTER 6. MISCELLANEOUS

ARTICLE I. EMPLOYEE COMMITTEE

The City recognizes the establishment of an Employee's Committee to be comprised of seven (7) representatives from all classifications represented by ALE within the Police Department. No more than two (2) employees from the same classification will be allowed to serve on the committee at the same time. The representative(s) should be rotated, if possible, on a calendar year basis.

The committee shall be given the opportunity to meet no more than once each month with the Chief of Police to discuss departmental issues affecting the employees in the above listed classifications. The committee shall request the meeting at least one week in advance of the meeting and the request will be accompanied by an agenda listing and explaining the specific issue(s) to be discussed. No meeting will take place if no agenda, with at least one item for discussion, is presented with the meeting request. The Police Department agrees to release, with pay, all (7) of the committee members from work, if on duty, for a period not to exceed one and one-half (1½) hours for attendance at the scheduled meeting. The Chief of Police and the committee may mutually agree to discontinue this committee at such time as each agrees it is no longer necessary to meet and they may, upon mutual agreement, reconvene the committee.

In furtherance, to increase the communication within the Police Department, ALE shall notify the Chief of Police, at the beginning of each calendar year, of the name of its Police Department member who is designated to receive all proposed changes to the Police Department General Orders and Division Orders. This member will also attend department monthly staff meetings on behalf of ALE, with pay.

ARTICLE II. DISCIPLINARY ACTION

Section A

Disciplinary action shall be in accordance with Chapter 13 of the City's Personnel Rules and Regulations except as amended herein.

Section B

Disciplinary action in the form of suspension of more than five (5) days, a reduction in pay equal to more than a five (5) day suspension, a demotion, or termination of employment may be submitted for arbitration by ALE. Disciplinary actions submitted for arbitration under this provision shall be in lieu of an appeal to the City Manager pursuant to Personnel Rule 13.

Should the parties fail to agree on a neutral arbitrator, they shall request a list of seven (7) qualified arbitrators from the State of California Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains. The party to strike the first name shall be determined by a coin toss.

The selected arbitrator shall conduct a hearing, make record of the hearing, and issue a final and binding decision which may be to uphold, modify or rescind the disciplinary action.

The cost of the arbitrator and all incidental costs (such as court reporter fees, transcription fees, etc.) shall be shared equally between the City and ALE.

Section C

A request to arbitrate a disciplinary action pursuant to Section B above shall be made in writing by ALE to the Administrative Services Director within ten (10) calendar days of the date of ALE's receipt of the "notice of discipline."

Section D

The individual issuing a "notice of intended discipline" requiring a "Skelly Meeting" (disciplinary actions of a suspension of more than five (5) days or reductions in pay equal to more than a five (5) day suspension, demotion or termination) shall not be appointed the "Skelly" meeting officer.

Section E

ALE shall be provided with a copy of the "notice of discipline" for a disciplinary action subject to arbitration as set forth in Section B above, and for a disciplinary action that may be appealed to the City Manager as set forth in Personnel Rule 13.03

ARTICLE III. EMPLOYEE PERFORMANCE EVALUATIONS

Annual step salary increases shall not be denied or delayed due to lack of a performance evaluation. Performance of duties in a higher paid classification shall not adversely affect an employee's performance evaluation.

ARTICLE IV. WORK SCHEDULES

Employees in the Dispatch Unit and Community Service Specialists who work a 4/11 shift schedule have a regular work schedule that shall consist of an average of 2,080 hours per year. The 4/11 shift schedule requires that employees work an additional seventy-two (72) hours per year to meet the 2,080 hours worked per year requirement.

In order to meet the seventy-two (72) hour requirement, twenty (20) hours will be scheduled as continuous professional training and fifty-two (52) hours will be scheduled as additional training, public appearances, special events staffing or to cover staffing needs of the Police Department.

An employee may elect by January 15 of each year to apply up to eight (8) hours of available accrued vacation, compensation time, or personal leave toward meeting the seventy-two (72) hour requirement. The City will notify employees of the leave election options and selection deadline by December 1 of each year. If a so notified employee does not make a leave election by January 15, the default election will be for the employee to work the fifty-two (52) hours. New employees will be required to work the additional hours needed based on the employees hire date.

The tracking period for the additional hours worked per year is based on the payroll calendar year. Hours will be pro-rated for part-time employees.

ARTICLE V. FATIGUE RECOVERY TIME

An employee who has worked sixteen (16) or more hours within a twenty-four (24) hour period and/or has worked on call-back within six (6) hours of the scheduled start time of his/her next regular shift and feels he/she cannot work safely because of fatigue shall notify his/her supervisory immediately. The employee will be provided with a maximum of eight (8) consecutive hours of rest time, based on the requested rest time election of the employee, between the time the employee leaves the work site to when he/she reports back to work, subject to the following conditions.

An employee called to report within three hours of his/her regular starting time will not be provided rest time under this provision unless, at the time he/she is called to report, either (a) the employee already has worked on call-back within six (6) hours of the scheduled start time of his/her next regular shift, or (b) the employee has worked sixteen (16) or more hours within a twenty-four (24) hour period.

An employee who requests rest time under this provision may elect to take accrued personal, vacation, and/or CTO leave for any portion of the up to eight (8) hours of rest that falls within the employee's next scheduled work shift.

For rest break and meal period purposes, the work day of an employee returning from rest time under this provision will be deemed to have started upon the employee's return to work, and employee's quit time will be the same as if he/she had reported for work at his/her normal start time.

The City may suspend providing rest time under this provision for the duration of an emergency declared by the City Council.

CHAPTER 7. AGENCY SECURITY

ARTICLE I. REPRESENTATION

City employees who are official representatives of ALE will be given reasonable time off with pay and benefits during their regularly scheduled work hours to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose will be reasonable and shall not interfere with the performance of City services as determined by the employee's department head.

ALE may select six (6) representatives from its general membership or Board members to engage in investigating and assisting employees in the resolution of grievances. Additionally, ALE may select up to six (6) representatives from its general membership or Board members to engage in negotiations with City representatives.

ALE shall promptly advise the Administrative Services Director in writing of the names of the representatives. Except in emergency situations, each employee will submit a written request for time off to their department head or designee, at least three (3) working days prior to scheduled meetings. Supervising employees shall not represent non-supervising employees who are in the supervisor's line of supervisory responsibility in regards to disciplinary matters in grievance procedures.

ARTICLE II. MEETING FACILITIES

ALE is allowed to reserve City meeting and conference rooms for use during lunch periods and other non-working hours. Use of such meeting places will be made available in conformity with City rules and are subject to the limitations of prior commitments.

ARTICLE III. BULLETIN BOARDS

ALE will be allowed reasonable access to City bulletin boards for the purpose of posting, transmitting, or distributing notices or announcements regarding ALE membership meetings, results of elections, reports of minutes of ALE meetings, social events, and recreational events. Any other materials must be submitted to the Administrative Services Director or designee for approval five (5) working days prior to the requested posting date. All posted materials must be dated, and unless special arrangements are made, ALE will remove all posted materials, thirty-one (31) calendar days after the publication date.

ARTICLE IV. CLASSIFICATION SPECIFICATIONS

The City agrees to provide ALE an opportunity to review new and revised classification specifications seven (7) working days prior to finalization by Human Resources.

ARTICLE V. NO DISCRIMINATION

ALE shall not discriminate on the basis of race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, physical or mental disability, marital status or political opinion or affiliation for ALE activity to the extent prohibited by applicable State and Federal Law. The City will not discriminate against an employee for engaging in ALE membership or activity to the extent prohibited by applicable State and Federal law.


Executed this _____ day of _____, 2021, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives
City of Livermore
Association of Livermore Employees


Employer Representative

By 
Michael Pato, President

By _____
Marc Roberts, City Manager

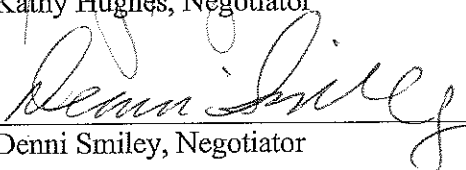
By 
Nick Bagakis, Negotiator

By _____
Douglas Alessio, Admin. Services Dir.

By 
Jonathan Browning, Negotiator

By 
Renea Dawes, Negotiator

By 
Kathy Hughes, Negotiator

By 
Denni Smiley, Negotiator

SIDE LETTER AGREEMENT
BETWEEN
ASSOCIATION OF LIVERMORE EMPLOYEES
AND
CITY OF LIVERMORE

The City of Livermore ("City") and the Association of Livermore Employees ("ALE") hereby agree as follows:

1. In the event the monthly premium for employees enrolled in the Kaiser Account Based Health family plan increases to an amount in excess of \$1,950 per month, the City will pay the Kaiser Account Based Health family plan premium amount above the \$1,950 for those employees only. This provision will expire on September 30, 2025.
2. Any dispute between the Parties will be resolved pursuant to the grievance procedure identified in the current MOU.
3. This Side Letter agreement is not intended to supplant or modify any terms or conditions of the existing MOU other than those referenced herein. In the event of a conflict between this Agreement and the MOU, the more specific terms shall control.

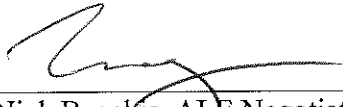
Executed this _____ day of _____, 2021.

Employee Representatives
Association of Livermore Employees


Employer Representative
City of Livermore

By 
Mike Pato, ALE President

By _____
Marc Roberts, City Manager

By 
Nick Bagakis, ALE Negotiator

By _____
Douglas Alessio, Admin. Services
Director

By 
Jonathan Browning, ALE Negotiator

By 
Renca Dawes, ALE Negotiator

By 
Kathy Hughes, ALE Negotiator

By 
Denni Smiley, ALE Negotiator

SIDE LETTER AGREEMENT
 BETWEEN
 ASSOCIATION OF LIVERMORE EMPLOYEES
 CITY OF LIVERMORE
 AND
 REGARDING WORK
 SCHEDULES IN THE
 DISPATCH UNIT

The City of Livermore and the Association of Livermore Employees have agreed that, for purposes of compliance with Chapter 6, Article IV, the practice for switching schedule sides implemented by the City in the Dispatch Unit during the 2017-2021 Memorandum of Understanding shall be maintained in the Dispatch Unit during the term of the 2021-2025 MOU. If there is a need to change the current practice for switching schedule sides, the parties will Meet and Confer.

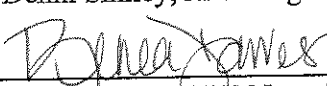
The schedules of employees switching sides will be set as shown in Attachment A.

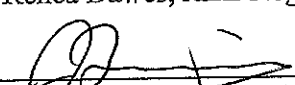
Executed this _____ Day of _____, 2021

Employee Representatives
 Association of Livermore Employees

By 
 Mike Pato, ALE President

By 
 Denni Smiley, ALE Negotiator

By 
 Renea Dawes, ALE Negotiator

By 
 Jonathan Browning, ALE Negotiator

By 
 Kathy Hughes, ALE Negotiator

By 
 Nick Bagakis, ALE Negotiator

Employer Representatives
 City of Livermore

By _____
 Marc Roberts, City Manager

By _____
 Douglas Alessio, Administrative
 Services Director

Attachment A

| Dispatcher schedules when changing Teams | | | | |
|--|----------------------------|----|----------------------------|----|
| | Change from A to B Team | | Change from B to A Team | |
| | Day 1 | 11 | Day 1 | |
| | Day 2 | 11 | Day 2 | |
| | Day 3 | 11 | Day 3 | |
| | Day 4 | 11 | Day 4 | |
| | Day 5 | | Day 5 | 11 |
| | Day 6 | | Day 6 | 11 |
| | Day 7 | | Day 7 | 11 |
| | Day 8 | | Day 8 | 11 |
| | Day 9 | 11 | Day 9 | |
| | Day 10 | 11 | Day 10 | |
| | Day 11 | 11 | Day 11 | |
| | Day 12 | 11 | Day 12 | |
| Shift Change | Day 13 | | Day 13 | 11 |
| | Day 14 | | Day 14 | 11 |
| | Day 15 | 11 | Day 15 | |
| | Day 16 | 11 | Day 16 | |
| | Day 17 | | Day 17 | 11 |
| | Day 18 | | Day 18 | 11 |
| | Day 19 | | Day 19 | 11 |
| | Day 20 | | Day 20 | 11 |
| | Day 21 | 11 | Day 21 | |
| | Day 22 | 11 | Day 22 | |
| | Day 23 | 11 | Day 23 | |
| | Day 24 | 11 | Day 24 | |

SIDE LETTER AGREEMENT
BETWEEN

ASSOCIATION OF LIVERMORE EMPLOYEES
AND
CITY OF LIVERMORE

During the 2021 negotiations, the Association of Livermore Employees (ALE) requested a 0.5% equity adjustment each year of the MOU (2% total) for every unit classification. The ALE Proposal was made citing a unit prepared study of base compensation and using Alameda County and three special districts to calculate job matches and market variance. The City of Livermore (City) prepared and presented a total compensation study in relation to the 2018, Council adopted, Compensation Policy (Compensation Policy) using 22 representative, benchmark classes.

The parties reviewed all compensation data and study findings presented during multiple bargaining sessions and at a special meeting attended by assigned compensation specialists representing both parties. No decision was reached during these sessions. Ultimately, parties agreed that additional market-based information was required to determine if an ALE classification requires a market-based equity adjustment.

The classes will be studied in accordance with the terms of the 2018, Council adopted, Compensation Policy using compensation and benefit data from Antioch, Brentwood, Fremont, Hayward, Manteca, Pleasanton, San Leandro, Tracy, and Union City. Maximum base salaries will be combined with CalPERS EE Cost (Tier 2), CalPERS EE paid ER contribution, Social Security Employee Cost, Cafeteria, Medical, Dental, Vision, Retiree Medical (RHS), Retiree Medical (RHS) ER Cost and Deferred Comp./401a/VEBA-ER Cost benefits. When a minimum of four market matches are found, the variance to the market mean and median will be calculated and reported.

Administrative Accounting Technician
Administrative Technician
Purchasing Specialist
Public Safety Dispatcher Supervising
Crime Analyst
Facilities Maintenance Worker I (scheduled for internal only study/comparison)
Facilities Maintenance Worker II (scheduled for internal only study/comparison)
Facilities Maintenance Worker Senior (scheduled for internal only study/comparison)
Facilities Maintenance Worker Supervising (scheduled for internal only study/comparison)
Groundskeeper Supervising
Information Technology Technician
Information Technology Technician Senior
Traffic Signal Technician (scheduled for internal only study/comparison)
Traffic Signal Technician, Senior (based on results of the internal study for Traffic Signal Tech.)
GIS Specialist

The following classes will be studied using compensation and benefit data from Antioch, Brentwood, Fremont, Hayward, Manteca, Pleasanton, San Leandro, Tracy, Union City Dublin San Ramon Services District, Oro Loma Sanitary District and Union Sanitary District. Maximum base salaries will be combined with CalPERS EE Cost (Tier 2), CalPERS EE paid ER contribution, Social Security

Employee Cost, Cafeteria, Medical, Dental, Vision, Retiree Medical (RHS), Retiree Medical (RHS) ER Cost and Deferred Comp./401a/VEBA-ER Cost benefits. When a minimum of four market matches are found, the variance to the market mean and median will be calculated and reported.

Electrician

Fleet Service Worker

Wastewater Collections Systems Worker I

Wastewater Collections Systems Worker II

Wastewater Collections Systems Worker III

Water Distribution Operator II

Water Distribution Operator III

Water Distribution Senior Operator

Water Distribution Supervising Operator

Water Resource Instrument Control Technician

Water Resource Coordinator

Water Resource Source Control Inspector

Water Resource Laboratory Technician

The parties agree that they will form an advisory group with an equal number of assigned members (up to 6 each), using the Compensation Policy to further study the ALE classifications listed above. The assigned advisory group will prepare and present all study findings, highlighting total compensation market variances that are equal to or greater than 5% of the market mean. In accordance with the Personnel Rules, Chapter 10 – Compensation, the findings will be presented to the Administrative Services Director for consideration. The Administrative Services Director will determine classes that will be recommended to the City Manager and City Council for market-based equity adjustments. The cost maximum for market-based equity adjustments as a result of this advisory group expanded study will not exceed \$290,000 (ongoing cost) for all classes studied. Council approved adjustments/amendments to the salary plan will be made no later than the first full pay period for the 2022-23 fiscal year. Compensation and benefit information in force at the time of the study will be used to calculate market position.

This expanded study methodology will not establish a precedent for additional or future year compensation studies, which are typically based upon benchmark classes. All decisions made by the City Council will be final.

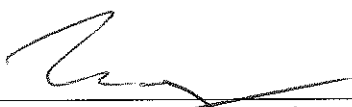
Executed this _____ day of _____, 2021.

Employee Representatives
Association of Livermore Employees

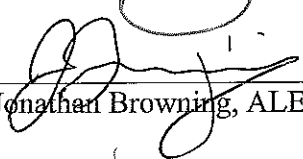
Employer Representative
City of Livermore

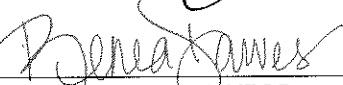
By  _____
Mike Pato, ALE President

By _____
Marc Roberts, City Manager

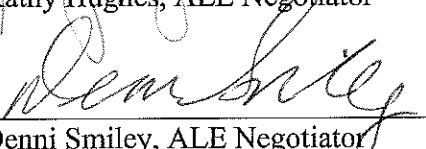
By  _____
Nick Bagakis, ALE Negotiator

By _____
Douglas Alessio, Admin. Services Director

By  _____
Jonathan Browning, ALE Negotiator

By  _____
Renea Dawes, ALE Negotiator

By  _____
Kathy Hughes, ALE Negotiator

By  _____
Denni Smiley, ALE Negotiator



CITY COUNCIL STAFF REPORT

ITEM NO. 5.6

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Douglas Alessio, Assistant City Manager

SUBJECT: Resolution approving the City of Livermore Salary Plan as of October 11, 2021 in accordance with the California Code of Regulations, Title 2, Section 570.5.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving the City of Livermore Salary Plan as of October 11, 2021 in accordance with the California Code of Regulations, Title 2, Section 570.5.

SUMMARY

California Code of Regulations, Title 2, Section 570.5 requires CalPERS employers prepare a publicly available pay schedule (salary plan) which has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws. A summary of the changes to the Salary Plan are as follows:

1. Incorporate wage related adjustments associated with the approval of the Association of Livermore Employees (ALE) Memorandum of Understanding.

DISCUSSION

The adoption of the resolution authorizing the execution of the Memorandum of Understanding between the City of Livermore and ALE requires salary modifications to reflect wage increases in the Association of Livermore Employees' Salary Schedule.

FISCAL AND ADMINISTRATIVE IMPACTS

The current fiscal impact of these changes totals approximately \$547,500 in FY 2021-22.

ATTACHMENTS

1. [Resolution](#)

2. Exhibit A - Salary Plan effective October 11, 2021

Prepared by: Kristen Hilton
Senior Human Resource Analyst

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION ADOPTING THE CITY OF LIVERMORE SALARY PLAN
AS OF OCTOBER 11, 2021, IN ACCORDANCE WITH CALIFORNIA
CODE OF REGULATIONS, TITLE 2, SECTION 570.5**

The proposed City of Livermore Salary Plan, attached as Exhibit A, is intended to make the following amendments:

- Incorporate wage related adjustments associated with the approved Association of Livermore Employees Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, the amended Salary Plan attached as Exhibit A, in accordance with California Code of Regulations, Title 2, Section 570.5.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 11, 2021, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Salary Plan



Salary Plan

October 11, 2021

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021**

| CLASS | | | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|------------|----|--|--|------------|------------|------------|------------|
| CODE RANGE | | CLASSIFICATION | STEP A | STEP B | STEP C | STEP D | STEP E |
| 221 | 01 | ACCOUNT CLERK Sch=M22 | 61,404.18 | 64,474.39 | 67,698.11 | 71,083.02 | 74,637.17 |
| | | | 5,117.02 | 5,372.87 | 5,641.51 | 5,923.59 | 6,219.76 |
| | | | 1,180.85 | 1,239.89 | 1,301.89 | 1,366.98 | 1,435.33 |
| | | | 29.52124 | 30.99730 | 32.54717 | 34.17453 | 35.88326 |
| 225 | 02 | ACCOUNT CLERK, JUNIOR Sch=M22 | 55,509.70 | 58,285.18 | 61,199.44 | 64,259.41 | 67,472.38 |
| | | | 4,625.81 | 4,857.10 | 5,099.95 | 5,354.95 | 5,622.70 |
| | | | 1,067.49 | 1,120.87 | 1,176.91 | 1,235.76 | 1,297.55 |
| | | | 26.68736 | 28.02172 | 29.42281 | 30.89395 | 32.43864 |
| 222 | 03 | ACCOUNT CLERK, SENIOR Sch=M22 | 66,917.05 | 70,262.90 | 73,776.05 | 77,464.85 | 81,338.10 |
| | | | 5,576.42 | 5,855.24 | 6,148.00 | 6,455.40 | 6,778.17 |
| | | | 1,286.87 | 1,351.21 | 1,418.77 | 1,489.71 | 1,564.19 |
| | | | 32.17166 | 33.78024 | 35.46925 | 37.24272 | 39.10485 |
| 224 | 04 | ACCOUNTING TECHNICIAN Sch=M22 | 71,152.88 | 74,710.52 | 78,446.05 | 82,368.35 | 86,486.76 |
| | | | 5,929.41 | 6,225.88 | 6,537.17 | 6,864.03 | 7,207.23 |
| | | | 1,368.32 | 1,436.74 | 1,508.58 | 1,584.01 | 1,663.21 |
| | | | 34.20812 | 35.91852 | 37.71445 | 39.60017 | 41.58017 |
| 223 | 05 | ADMINISTRATIVE ACCOUNT TECH Sch=M22 | 75,093.74 | 78,848.43 | 82,790.85 | 86,930.39 | 91,276.91 |
| | | | 6,257.81 | 6,570.70 | 6,899.24 | 7,244.20 | 7,606.41 |
| | | | 1,444.11 | 1,516.32 | 1,592.13 | 1,671.74 | 1,755.33 |
| | | | 36.10276 | 37.90790 | 39.80329 | 41.79346 | 43.88313 |
| 213 | 14 | ADMINISTRATIVE ASSISTANT Sch=M22 | 74,612.77 | 78,343.41 | 82,260.58 | 86,373.61 | 90,692.29 |
| | | | 6,217.73 | 6,528.62 | 6,855.05 | 7,197.80 | 7,557.69 |
| | | | 1,434.86 | 1,506.60 | 1,581.93 | 1,661.03 | 1,744.08 |
| | | | 35.87152 | 37.66510 | 39.54836 | 41.52577 | 43.60206 |
| 206 | 06 | ADMINISTRATIVE TECHNICIAN Sch=M22 | 74,612.77 | 78,343.41 | 82,260.58 | 86,373.61 | 90,692.29 |
| | | | 6,217.73 | 6,528.62 | 6,855.05 | 7,197.80 | 7,557.69 |
| | | | 1,434.86 | 1,506.60 | 1,581.93 | 1,661.03 | 1,744.08 |
| | | | 35.87152 | 37.66510 | 39.54836 | 41.52577 | 43.60206 |
| 471 | 01 | AIRPORT SERVICE ATTENDANT Sch=PS2 | 65,089.50 | 68,343.98 | 71,761.18 | 75,349.24 | 79,116.70 |
| | | | 5,424.13 | 5,695.33 | 5,980.10 | 6,279.10 | 6,593.06 |
| | | | 1,251.72 | 1,314.31 | 1,380.02 | 1,449.02 | 1,521.48 |
| | | | 31.29303 | 32.85768 | 34.50057 | 36.22560 | 38.03688 |
| 473 | 02 | AIRPORT SERVICE ATTENDANT SENIOR Sch=PS2 | 69,931.50 | 73,428.08 | 77,099.48 | 80,954.45 | 85,002.17 |
| | | | 5,827.63 | 6,119.01 | 6,424.96 | 6,746.20 | 7,083.51 |
| | | | 1,344.84 | 1,412.08 | 1,482.68 | 1,556.82 | 1,634.66 |
| | | | 33.62091 | 35.30196 | 37.06706 | 38.92041 | 40.86643 |
| 290 | 07 | ANIMAL CONTROL OFFICER Sch=M22 | 74,013.93 | 77,714.63 | 81,600.36 | 85,680.38 | 89,964.39 |
| | | | 6,167.83 | 6,476.22 | 6,800.03 | 7,140.03 | 7,497.03 |
| | | | 1,423.34 | 1,494.51 | 1,569.24 | 1,647.70 | 1,730.08 |
| | | | 35.58362 | 37.36280 | 39.23094 | 41.19249 | 43.25211 |
| 465 | 66 | ASSET MANAGEMENT SPECIALIST Sch=M22 | 100,229.07 | 105,240.52 | 110,502.55 | 116,027.68 | 121,829.06 |
| | | | 8,352.42 | 8,770.04 | 9,208.55 | 9,668.97 | 10,152.42 |
| | | | 1,927.48 | 2,023.86 | 2,125.05 | 2,231.30 | 2,342.87 |
| | | | 48.18705 | 50.59640 | 53.12623 | 55.78254 | 58.57167 |

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021**

| CLASS | | | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|------------|----|--|--|------------|------------|------------|------------|
| CODE RANGE | | CLASSIFICATION | STEP A | STEP B | STEP C | STEP D | STEP E |
| 407 | 03 | AUTO PARTS WORKER Sch=PS2 | 64,920.70 | 68,166.74 | 71,575.08 | 75,153.83 | 78,911.52 |
| | | | 5,410.06 | 5,680.56 | 5,964.59 | 6,262.82 | 6,575.96 |
| | | | 1,248.48 | 1,310.90 | 1,376.44 | 1,445.27 | 1,517.53 |
| | | | 31.21188 | 32.77247 | 34.41110 | 36.13165 | 37.93823 |
| 281 | 08 | BUILDING INSPECTOR I Sch=M22 | 87,956.81 | 92,354.65 | 96,972.38 | 101,821.00 | 106,912.05 |
| | | | 7,329.73 | 7,696.22 | 8,081.03 | 8,485.08 | 8,909.34 |
| | | | 1,691.48 | 1,776.05 | 1,864.85 | 1,958.10 | 2,056.00 |
| | | | 42.28693 | 44.40127 | 46.62134 | 48.95240 | 51.40003 |
| 282 | 09 | BUILDING INSPECTOR II Sch=M22 | 94,629.66 | 99,361.14 | 104,329.20 | 109,545.66 | 115,022.94 |
| | | | 7,885.81 | 8,280.10 | 8,694.10 | 9,128.81 | 9,585.25 |
| | | | 1,819.80 | 1,910.79 | 2,006.33 | 2,106.65 | 2,211.98 |
| | | | 45.49503 | 47.76978 | 50.15827 | 52.66618 | 55.29949 |
| 277 | 56 | BUILDING INSPECTOR III Sch=M22 | 97,444.19 | 102,316.40 | 107,432.22 | 112,803.83 | 118,444.02 |
| | | | 8,120.35 | 8,526.37 | 8,952.69 | 9,400.32 | 9,870.33 |
| | | | 1,873.93 | 1,967.62 | 2,066.00 | 2,169.30 | 2,277.77 |
| | | | 46.84817 | 49.19058 | 51.65011 | 54.23261 | 56.94424 |
| 288 | 10 | BUILDING INSPECTOR, SENIOR Sch=M22 | 102,286.56 | 107,400.89 | 112,770.93 | 118,409.48 | 124,329.95 |
| | | | 8,523.88 | 8,950.07 | 9,397.58 | 9,867.46 | 10,360.83 |
| | | | 1,967.05 | 2,065.40 | 2,168.67 | 2,277.11 | 2,390.96 |
| | | | 49.17623 | 51.63504 | 54.21679 | 56.92763 | 59.77401 |
| 249 | 11 | CIVIL ENGINEER, ASSISTANT Sch=M22 | 105,189.61 | 110,449.09 | 115,971.54 | 121,770.12 | 127,858.63 |
| | | | 8,765.80 | 9,204.09 | 9,664.30 | 10,147.51 | 10,654.89 |
| | | | 2,022.88 | 2,124.02 | 2,230.22 | 2,341.73 | 2,458.82 |
| | | | 50.57193 | 53.10052 | 55.75555 | 58.54333 | 61.47050 |
| 254 | 12 | CIVIL ENGINEER, ASSOCIATE Sch=M22 | 114,038.89 | 119,740.83 | 125,727.87 | 132,014.26 | 138,614.97 |
| | | | 9,503.24 | 9,978.40 | 10,477.32 | 11,001.19 | 11,551.25 |
| | | | 2,193.06 | 2,302.71 | 2,417.84 | 2,538.74 | 2,665.67 |
| | | | 54.82639 | 57.56771 | 60.44609 | 63.46839 | 66.64181 |
| 247 | 13 | CIVIL ENGINEER, JUNIOR Sch=M22 | 92,340.97 | 96,958.02 | 101,805.92 | 106,896.22 | 112,241.03 |
| | | | 7,695.08 | 8,079.84 | 8,483.83 | 8,908.02 | 9,353.42 |
| | | | 1,775.79 | 1,864.58 | 1,957.81 | 2,055.70 | 2,158.48 |
| | | | 44.39470 | 46.61443 | 48.94515 | 51.39241 | 53.96203 |
| 292 | 17 | COMMUNITY SERVICE SPECIALIST Sch=M22 | 65,170.28 | 68,428.79 | 71,850.23 | 75,442.74 | 79,214.88 |
| | | | 5,430.86 | 5,702.40 | 5,987.52 | 6,286.90 | 6,601.24 |
| | | | 1,253.27 | 1,315.94 | 1,381.74 | 1,450.82 | 1,523.36 |
| | | | 31.33187 | 32.89846 | 34.54338 | 36.27055 | 38.08408 |
| 294 | 19 | CRIME ANALYST Sch=M22 | 85,268.11 | 89,531.52 | 94,008.10 | 98,708.50 | 103,643.92 |
| | | | 7,105.68 | 7,460.96 | 7,834.01 | 8,225.71 | 8,636.99 |
| | | | 1,639.77 | 1,721.76 | 1,807.85 | 1,898.24 | 1,993.15 |
| | | | 40.99428 | 43.04400 | 45.19620 | 47.45601 | 49.82881 |
| 296 | 62 | CRIME PREVENTION SPECIALIST Sch=M22 | 70,443.84 | 73,966.03 | 77,664.33 | 81,547.55 | 85,624.93 |
| | | | 5,870.32 | 6,163.84 | 6,472.03 | 6,795.63 | 7,135.41 |
| | | | 1,354.69 | 1,422.42 | 1,493.54 | 1,568.22 | 1,646.63 |
| | | | 33.86723 | 35.56059 | 37.33862 | 39.20555 | 41.16583 |

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021**

| CLASS | | | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|-------|---------|------------------------|--|------------|------------|------------|------------|
| CODE | RANGE | CLASSIFICATION | STEP A | STEP B | STEP C | STEP D | STEP E |
| 208 | 21 | DIVISION CLERK | 62,894.42 | 66,039.14 | 69,341.10 | 72,808.16 | 76,448.56 |
| | Sch=M22 | | 5,241.20 | 5,503.26 | 5,778.43 | 6,067.35 | 6,370.71 |
| | | | 1,209.51 | 1,269.98 | 1,333.48 | 1,400.16 | 1,470.16 |
| | | | 30.23770 | 31.74959 | 33.33707 | 35.00392 | 36.75412 |
| 234 | 64 | ECONOMIC DEVELOPMENT | 82,014.32 | 86,115.04 | 90,420.79 | 94,941.83 | 99,688.92 |
| | Sch=M22 | SPECIALIST | 6,834.53 | 7,176.25 | 7,535.07 | 7,911.82 | 8,307.41 |
| | | | 1,577.20 | 1,656.06 | 1,738.86 | 1,825.80 | 1,917.09 |
| | | | 39.42996 | 41.40146 | 43.47153 | 45.64511 | 47.92737 |
| 467 | 38 | ELECTRICIAN | 81,681.09 | 85,765.14 | 90,053.40 | 94,556.07 | 99,283.88 |
| | Sch=PS2 | | 6,806.76 | 7,147.10 | 7,504.45 | 7,879.67 | 8,273.66 |
| | | | 1,570.79 | 1,649.33 | 1,731.80 | 1,818.39 | 1,909.31 |
| | | | 39.26975 | 41.23324 | 43.29490 | 45.45965 | 47.73263 |
| 255 | 23 | ENGINEER, ASSISTANT | 100,229.06 | 105,240.51 | 110,502.54 | 116,027.67 | 121,829.05 |
| | Sch=M22 | | 8,352.42 | 8,770.04 | 9,208.55 | 9,668.97 | 10,152.42 |
| | | | 1,927.48 | 2,023.86 | 2,125.05 | 2,231.30 | 2,342.87 |
| | | | 48.18705 | 50.59640 | 53.12622 | 55.78253 | 58.57166 |
| 256 | 24 | ENGINEER, JUNIOR | 87,972.21 | 92,370.82 | 96,989.36 | 101,838.83 | 106,930.77 |
| | Sch=M22 | | 7,331.02 | 7,697.57 | 8,082.45 | 8,486.57 | 8,910.90 |
| | | | 1,691.77 | 1,776.36 | 1,865.18 | 1,958.44 | 2,056.36 |
| | | | 42.29433 | 44.40905 | 46.62950 | 48.96098 | 51.40903 |
| 273 | 63 | ENGINEERING SPECIALIST | 100,229.06 | 105,240.51 | 110,502.54 | 116,027.67 | 121,829.05 |
| | Sch=M22 | | 8,352.42 | 8,770.04 | 9,208.55 | 9,668.97 | 10,152.42 |
| | | | 1,927.48 | 2,023.86 | 2,125.05 | 2,231.30 | 2,342.87 |
| | | | 48.18705 | 50.59640 | 53.12622 | 55.78253 | 58.57166 |
| 284 | 25 | ENGINEERING | 86,023.25 | 90,324.41 | 94,840.63 | 99,582.66 | 104,561.80 |
| | Sch=M22 | TECHNICIAN, ASSIST | 7,168.60 | 7,527.03 | 7,903.39 | 8,298.56 | 8,713.48 |
| | | | 1,654.29 | 1,737.01 | 1,823.86 | 1,915.05 | 2,010.80 |
| | | | 41.35733 | 43.42520 | 45.59646 | 47.87628 | 50.27009 |
| 275 | 26 | ENGINEERING | 92,340.97 | 96,958.02 | 101,805.92 | 106,896.22 | 112,241.03 |
| | Sch=M22 | TECHNICIAN, ASSOC | 7,695.08 | 8,079.84 | 8,483.83 | 8,908.02 | 9,353.42 |
| | | | 1,775.79 | 1,864.58 | 1,957.81 | 2,055.70 | 2,158.48 |
| | | | 44.39470 | 46.61443 | 48.94515 | 51.39241 | 53.96203 |
| 279 | 28 | ENGINEERING | 95,979.60 | 100,778.58 | 105,817.51 | 111,108.39 | 116,663.81 |
| | Sch=M22 | TECHNICIAN, SENIOR | 7,998.30 | 8,398.22 | 8,818.13 | 9,259.03 | 9,721.98 |
| | | | 1,845.76 | 1,938.05 | 2,034.95 | 2,136.70 | 2,243.53 |
| | | | 46.14404 | 48.45124 | 50.87380 | 53.41750 | 56.08837 |
| 410 | 40 | FACILITIES MAINTENANCE | 55,200.30 | 57,960.32 | 60,858.34 | 63,901.26 | 67,096.32 |
| | Sch=PS2 | TRAINEE | 4,600.03 | 4,830.03 | 5,071.53 | 5,325.11 | 5,591.36 |
| | | | 1,061.54 | 1,114.62 | 1,170.35 | 1,228.87 | 1,290.31 |
| | | | 26.53861 | 27.86554 | 29.25882 | 30.72176 | 32.25785 |
| 411 | 41 | FACILITIES MAINTENANCE | 61,970.44 | 65,068.96 | 68,322.41 | 71,738.53 | 75,325.45 |
| | Sch=PS2 | WORKER I | 5,164.20 | 5,422.41 | 5,693.53 | 5,978.21 | 6,277.12 |
| | | | 1,191.74 | 1,251.33 | 1,313.89 | 1,379.59 | 1,448.57 |
| | | | 29.79348 | 31.28315 | 32.84731 | 34.48968 | 36.21416 |

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021**

| CLASS | | CLASSIFICATION | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|-------|-------|---|--|--|--|--|---|
| CODE | RANGE | | STEP A | STEP B | STEP C | STEP D | STEP E |
| 412 | 42 | FACILITIES MAINTENANCE Sch=PS2 WORKER II | 66,550.63 5,545.89 1,279.82 31.99550 | 69,878.16 5,823.18 1,343.81 33.59527 | 73,372.07 6,114.34 1,411.00 35.27503 | 77,040.67 6,420.06 1,481.55 37.03878 | 80,892.70 6,741.06 1,555.63 38.89072 |
| 413 | 43 | FACILITIES MAINTENANCE Sch=PS2 WORKER, SENIOR | 69,931.50 5,827.63 1,344.84 33.62091 | 73,428.08 6,119.01 1,412.08 35.30196 | 77,099.48 6,424.96 1,482.68 37.06706 | 80,954.45 6,746.20 1,556.82 38.92041 | 85,002.17 7,083.51 1,634.66 40.86643 |
| 414 | 20 | FACILITIES MAINTENANCE Sch=PS2 WORKER, SUPERVISING | 78,861.38 6,571.78 1,516.57 37.91413 | 82,804.45 6,900.37 1,592.39 39.80983 | 86,944.67 7,245.39 1,672.01 41.80032 | 91,291.90 7,607.66 1,755.61 43.89034 | 95,856.49 7,988.04 1,843.39 46.08485 |
| 950 | 18 | FAMILY THERAPIST Sch=M22 | 86,549.15 7,212.43 1,664.41 41.61017 | 90,876.61 7,573.05 1,747.63 43.69068 | 95,420.44 7,951.70 1,835.01 45.87521 | 100,191.46 8,349.29 1,926.76 48.16897 | 105,201.03 8,766.75 2,023.10 50.57742 |
| 444 | 51 | FLEET SERVICES WORKER Sch=PS2 | 55,200.35 4,600.03 1,061.55 26.53863 | 57,960.37 4,830.03 1,114.62 27.86556 | 60,858.39 5,071.53 1,170.35 29.25884 | 63,901.31 5,325.11 1,228.87 30.72178 | 67,096.37 5,591.36 1,290.31 32.25787 |
| 274 | 59 | GIS SPECIALIST Sch=M22 | 100,229.05 8,352.42 1,927.48 48.18704 | 105,240.50 8,770.04 2,023.86 50.59639 | 110,502.53 9,208.54 2,125.05 53.12622 | 116,027.66 9,668.97 2,231.30 55.78253 | 121,829.04 10,152.42 2,342.87 58.57166 |
| 420 | 11 | GROUNDSKEEPER Sch=PS2 TRAINEE | 55,200.30 4,600.03 1,061.54 26.53861 | 57,960.31 4,830.03 1,114.62 27.86553 | 60,858.33 5,071.53 1,170.35 29.25881 | 63,901.25 5,325.10 1,228.87 30.72175 | 67,096.31 5,591.36 1,290.31 32.25784 |
| 421 | 12 | GROUNDSKEEPER I Sch=PS2 | 61,970.44 5,164.20 1,191.74 29.79348 | 65,068.96 5,422.41 1,251.33 31.28315 | 68,322.41 5,693.53 1,313.89 32.84731 | 71,738.53 5,978.21 1,379.59 34.48968 | 75,325.45 6,277.12 1,448.57 36.21416 |
| 422 | 13 | GROUNDSKEEPER II Sch=PS2 | 66,550.63 5,545.89 1,279.82 31.99550 | 69,878.16 5,823.18 1,343.81 33.59527 | 73,372.07 6,114.34 1,411.00 35.27503 | 77,040.67 6,420.06 1,481.55 37.03878 | 80,892.70 6,741.06 1,555.63 38.89072 |
| 423 | 14 | GROUNDSKEEPER III Sch=PS2 | 69,931.50 5,827.63 1,344.84 33.62091 | 73,428.08 6,119.01 1,412.08 35.30196 | 77,099.48 6,424.96 1,482.68 37.06706 | 80,954.45 6,746.20 1,556.82 38.92041 | 85,002.17 7,083.51 1,634.66 40.86643 |
| 424 | 04 | GROUNDSKEEPER, Sch=PS2 SUPERVISING | 78,861.38 6,571.78 1,516.57 37.91413 | 82,804.45 6,900.37 1,592.39 39.80983 | 86,944.67 7,245.39 1,672.01 41.80032 | 91,291.90 7,607.66 1,755.61 43.89034 | 95,856.49 7,988.04 1,843.39 46.08485 |

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021**

| CLASS | | | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | | |
|------------|----|------------------------|--|-----------|-----------|-----------|-----------|----------|
| CODE RANGE | | CLASSIFICATION | STEP A | STEP B | STEP C | STEP D | STEP E | |
| 228 | 16 | INFORMATION | 72,393.04 | 76,012.69 | 79,813.32 | 83,803.99 | 87,994.19 | |
| | | Sch=M22 | TECHNOLOGY TECHNICIAN | 6,032.75 | 6,334.39 | 6,651.11 | 6,983.67 | 7,332.85 |
| | | | | 1,392.17 | 1,461.78 | 1,534.87 | 1,611.62 | 1,692.20 |
| | | | | 34.80435 | 36.54456 | 38.37179 | 40.29038 | 42.30490 |
| 271 | 57 | INFORMATION TECHNOLOGY | 79,572.67 | 83,551.30 | 87,728.86 | 92,115.30 | 96,721.06 | |
| | | Sch=M22 | TECHNICIAN, SENIOR | 6,631.06 | 6,962.61 | 7,310.74 | 7,676.28 | 8,060.09 |
| | | | | 1,530.24 | 1,606.76 | 1,687.09 | 1,771.45 | 1,860.02 |
| | | | | 38.25609 | 40.16889 | 42.17734 | 44.28620 | 46.50051 |
| 426 | 52 | LANDSCAPE MAINTENANCE | 74,868.13 | 78,611.54 | 82,542.12 | 86,669.23 | 91,002.69 | |
| | | Sch=PS2 | SPECIALIST | 6,239.01 | 6,550.96 | 6,878.51 | 7,222.44 | 7,583.56 |
| | | | | 1,439.77 | 1,511.76 | 1,587.35 | 1,666.72 | 1,750.05 |
| | | | | 35.99429 | 37.79401 | 39.68371 | 41.66790 | 43.75129 |
| 263 | 29 | LIBRARIAN I | 67,305.03 | 70,670.28 | 74,203.79 | 77,913.98 | 81,809.68 | |
| | | Sch=M22 | | 5,608.75 | 5,889.19 | 6,183.65 | 6,492.83 | 6,817.47 |
| | | | | 1,294.33 | 1,359.04 | 1,427.00 | 1,498.35 | 1,573.26 |
| | | | | 32.35819 | 33.97610 | 35.67490 | 37.45864 | 39.33158 |
| 260 | 30 | LIBRARIAN II | 74,760.27 | 78,498.28 | 82,423.19 | 86,544.35 | 90,871.57 | |
| | | Sch=M22 | | 6,230.02 | 6,541.52 | 6,868.60 | 7,212.03 | 7,572.63 |
| | | | | 1,437.70 | 1,509.58 | 1,585.06 | 1,664.31 | 1,747.53 |
| | | | | 35.94244 | 37.73956 | 39.62653 | 41.60786 | 43.68825 |
| 242 | 32 | LIBRARY ASSISTANT | 63,288.83 | 66,453.27 | 69,775.93 | 73,264.73 | 76,927.97 | |
| | | Sch=M22 | | 5,274.07 | 5,537.77 | 5,814.66 | 6,105.39 | 6,410.66 |
| | | | | 1,217.09 | 1,277.95 | 1,341.84 | 1,408.94 | 1,479.38 |
| | | | | 30.42732 | 31.94869 | 33.54612 | 35.22343 | 36.98460 |
| 243 | 33 | LIBRARY ASSISTANT, | 71,152.88 | 74,710.52 | 78,446.05 | 82,368.35 | 86,486.76 | |
| | | Sch=M22 | SUPERVISING | 5,929.41 | 6,225.88 | 6,537.17 | 6,864.03 | 7,207.23 |
| | | | | 1,368.32 | 1,436.74 | 1,508.58 | 1,584.01 | 1,663.21 |
| | | | | 34.20812 | 35.91852 | 37.71445 | 39.60017 | 41.58017 |
| 241 | 34 | LIBRARY CLERK | 55,509.73 | 58,285.22 | 61,199.48 | 64,259.45 | 67,472.42 | |
| | | Sch=M22 | | 4,625.81 | 4,857.10 | 5,099.96 | 5,354.95 | 5,622.70 |
| | | | | 1,067.49 | 1,120.87 | 1,176.91 | 1,235.76 | 1,297.55 |
| | | | | 26.68737 | 28.02174 | 29.42283 | 30.89397 | 32.43866 |
| 400 | 16 | MAINTENANCE | 55,200.30 | 57,960.31 | 60,858.33 | 63,901.25 | 67,096.31 | |
| | | Sch=PS2 | TRAINEE | 4,600.03 | 4,830.03 | 5,071.53 | 5,325.10 | 5,591.36 |
| | | | | 1,061.54 | 1,114.62 | 1,170.35 | 1,228.87 | 1,290.31 |
| | | | | 26.53861 | 27.86553 | 29.25881 | 30.72175 | 32.25784 |
| 401 | 17 | MAINTENANCE | 61,970.44 | 65,068.96 | 68,322.41 | 71,738.53 | 75,325.45 | |
| | | Sch=PS2 | WORKER I | 5,164.20 | 5,422.41 | 5,693.53 | 5,978.21 | 6,277.12 |
| | | | | 1,191.74 | 1,251.33 | 1,313.89 | 1,379.59 | 1,448.57 |
| | | | | 29.79348 | 31.28315 | 32.84731 | 34.48968 | 36.21416 |
| 402 | 18 | MAINTENANCE | 66,550.63 | 69,878.16 | 73,372.07 | 77,040.67 | 80,892.70 | |
| | | Sch=PS2 | WORKER II | 5,545.89 | 5,823.18 | 6,114.34 | 6,420.06 | 6,741.06 |
| | | | | 1,279.82 | 1,343.81 | 1,411.00 | 1,481.55 | 1,555.63 |
| | | | | 31.99550 | 33.59527 | 35.27503 | 37.03878 | 38.89072 |

**CITY OF LIVERMORE
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| CLASS | | | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|------------|----|---|--|------------|------------|------------|------------|
| CODE RANGE | | CLASSIFICATION | STEP A | STEP B | STEP C | STEP D | STEP E |
| 403 | 19 | MAINTENANCE Sch=PS2 WORKER III | 69,931.50 | 73,428.08 | 77,099.48 | 80,954.45 | 85,002.17 |
| | | | 5,827.63 | 6,119.01 | 6,424.96 | 6,746.20 | 7,083.51 |
| | | | 1,344.84 | 1,412.08 | 1,482.68 | 1,556.82 | 1,634.66 |
| | | | 33.62091 | 35.30196 | 37.06706 | 38.92041 | 40.86643 |
| 442 | 22 | MECHANIC Sch=PS2 | 77,284.70 | 81,148.93 | 85,206.38 | 89,466.70 | 93,940.04 |
| | | | 6,440.39 | 6,762.41 | 7,100.53 | 7,455.56 | 7,828.34 |
| | | | 1,486.24 | 1,560.56 | 1,638.58 | 1,720.51 | 1,806.54 |
| | | | 37.15611 | 39.01391 | 40.96461 | 43.01284 | 45.16348 |
| 440 | 23 | MECHANIC SENIOR Sch=PS2 | 84,040.02 | 88,242.02 | 92,654.12 | 97,286.83 | 102,151.17 |
| | | | 7,003.34 | 7,353.50 | 7,721.18 | 8,107.24 | 8,512.60 |
| | | | 1,616.15 | 1,696.96 | 1,781.81 | 1,870.90 | 1,964.45 |
| | | | 40.40386 | 42.42405 | 44.54525 | 46.77251 | 49.11114 |
| 251 | 15 | NEIGHBORHOOD Sch=M22 PRESERVATION OFFICER | 92,340.97 | 96,958.02 | 101,805.92 | 106,896.22 | 112,241.03 |
| | | | 7,695.08 | 8,079.84 | 8,483.83 | 8,908.02 | 9,353.42 |
| | | | 1,775.79 | 1,864.58 | 1,957.81 | 2,055.70 | 2,158.48 |
| | | | 44.39470 | 46.61443 | 48.94515 | 51.39241 | 53.96203 |
| 287 | 37 | PERMIT TECHNICIAN Sch=M22 | 66,140.27 | 69,447.28 | 72,919.64 | 76,565.62 | 80,393.90 |
| | | | 5,511.69 | 5,787.27 | 6,076.64 | 6,380.47 | 6,699.49 |
| | | | 1,271.93 | 1,335.52 | 1,402.30 | 1,472.42 | 1,546.04 |
| | | | 31.79821 | 33.38812 | 35.05752 | 36.81039 | 38.65091 |
| 291 | 60 | PERMIT TECHNICIAN II Sch=M22 | 70,728.27 | 74,264.68 | 77,977.91 | 81,876.81 | 85,970.66 |
| | | | 5,894.02 | 6,188.72 | 6,498.16 | 6,823.07 | 7,164.22 |
| | | | 1,360.16 | 1,428.17 | 1,499.58 | 1,574.55 | 1,653.28 |
| | | | 34.00398 | 35.70417 | 37.48938 | 39.36385 | 41.33205 |
| 252 | 38 | PLAN CHECK ENGINEER Sch=M22 | 113,941.89 | 119,638.98 | 125,620.93 | 131,901.98 | 138,497.08 |
| | | | 9,495.16 | 9,969.92 | 10,468.41 | 10,991.83 | 11,541.42 |
| | | | 2,191.19 | 2,300.75 | 2,415.79 | 2,536.58 | 2,663.41 |
| | | | 54.77975 | 57.51874 | 60.39468 | 63.41441 | 66.58513 |
| 258 | 41 | PLANNER, ASSISTANT Sch=M22 | 92,057.18 | 96,660.04 | 101,493.04 | 106,567.69 | 111,896.07 |
| | | | 7,671.43 | 8,055.00 | 8,457.75 | 8,880.64 | 9,324.67 |
| | | | 1,770.33 | 1,858.85 | 1,951.79 | 2,049.38 | 2,151.85 |
| | | | 44.25826 | 46.47117 | 48.79473 | 51.23447 | 53.79619 |
| 257 | 42 | PLANNER, ASSOCIATE Sch=M22 | 106,473.62 | 111,797.30 | 117,387.16 | 123,256.52 | 129,419.34 |
| | | | 8,872.80 | 9,316.44 | 9,782.26 | 10,271.38 | 10,784.95 |
| | | | 2,047.57 | 2,149.95 | 2,257.45 | 2,370.32 | 2,488.83 |
| | | | 51.18924 | 53.74870 | 56.43613 | 59.25794 | 62.22084 |
| 261 | 22 | PLANNER, SENIOR Sch=M22 | 111,767.48 | 117,355.85 | 123,223.64 | 129,384.82 | 135,854.06 |
| | | | 9,313.96 | 9,779.65 | 10,268.64 | 10,782.07 | 11,321.17 |
| | | | 2,149.37 | 2,256.84 | 2,369.69 | 2,488.17 | 2,612.58 |
| | | | 53.73437 | 56.42108 | 59.24213 | 62.20424 | 65.31445 |
| 231 | 43 | POLICE CLERK Sch=M22 | 61,159.67 | 64,217.65 | 67,428.53 | 70,799.96 | 74,339.96 |
| | | | 5,096.64 | 5,351.47 | 5,619.04 | 5,900.00 | 6,195.00 |
| | | | 1,176.15 | 1,234.95 | 1,296.70 | 1,361.54 | 1,429.61 |
| | | | 29.40369 | 30.87387 | 32.41756 | 34.03844 | 35.74037 |

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| CLASS | | CLASSIFICATION | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|-------|-------|--|--|---|---|--|--|
| CODE | RANGE | | STEP A | STEP B | STEP C | STEP D | STEP E |
| 229 | 20 | POLICE CLERK, Sch=M22 SENIOR | 64,187.88 5,348.99 1,234.38 30.85956 | 67,397.27 5,616.44 1,296.10 32.40253 | 70,767.13 5,897.26 1,360.91 34.02266 | 74,305.49 6,192.12 1,428.95 35.72379 | 78,020.77 6,501.73 1,500.40 37.50999 |
| 230 | 52 | POLICE CLERK, Sch=M22 SUPERVISING | 76,068.97 6,339.08 1,462.86 36.57162 | 79,872.42 6,656.04 1,536.01 38.40020 | 83,866.04 6,988.84 1,612.81 40.32021 | 88,059.34 7,338.28 1,693.45 42.33622 | 92,462.31 7,705.19 1,778.12 44.45303 |
| 237 | 55 | POLICE IDENTIFICATION Sch=M22 TECHNICIAN | 77,534.43 6,461.20 1,491.05 37.27617 | 81,411.15 6,784.26 1,565.60 39.13998 | 85,481.71 7,123.48 1,643.88 41.09698 | 89,755.80 7,479.65 1,726.07 43.15183 | 94,243.59 7,853.63 1,812.38 45.30942 |
| 215 | 36 | PROPERTY AND EVIDENCE Sch=M22 SPECIALIST | 65,170.28 5,430.86 1,253.27 31.33187 | 68,428.79 5,702.40 1,315.94 32.89846 | 71,850.23 5,987.52 1,381.74 34.54338 | 75,442.74 6,286.90 1,450.82 36.27055 | 79,214.88 6,601.24 1,523.36 38.08408 |
| 236 | 54 | PROPERTY AND EVIDENCE Sch=M22 SPECIALIST, SUPERVISING | 73,870.75 6,155.90 1,420.59 35.51478 | 77,564.29 6,463.69 1,491.62 37.29052 | 81,442.50 6,786.88 1,566.20 39.15505 | 85,514.63 7,126.22 1,644.51 41.11280 | 89,790.36 7,482.53 1,726.74 43.16844 |
| 235 | 44 | PUBLIC SAFETY Sch=M22 DISPATCHER | 76,068.97 6,339.08 1,462.86 36.57162 | 79,872.42 6,656.04 1,536.01 38.40020 | 83,866.04 6,988.84 1,612.81 40.32021 | 88,059.34 7,338.28 1,693.45 42.33622 | 92,462.31 7,705.19 1,778.12 44.45303 |
| 245 | 31 | PUBLIC SAFETY Sch=M22 DISPATCHER, SENIOR | 79,842.54 6,653.55 1,535.43 38.38584 | 83,834.67 6,986.22 1,612.21 40.30513 | 88,026.40 7,335.53 1,692.82 42.32038 | 92,427.72 7,702.31 1,777.46 44.43640 | 97,049.11 8,087.43 1,866.33 46.65822 |
| 238 | 45 | PUBLIC SAFETY Sch=M22 DISPATCHER, SUPERVISING | 88,015.52 7,334.63 1,692.61 42.31515 | 92,416.30 7,701.36 1,777.24 44.43091 | 97,037.11 8,086.43 1,866.10 46.65246 | 101,888.97 8,490.75 1,959.40 48.98508 | 106,983.42 8,915.29 2,057.37 51.43434 |
| 220 | 46 | PURCHASING SPECIALIST Sch=M22 | 71,967.34 5,997.28 1,383.99 34.59968 | 75,565.71 6,297.14 1,453.19 36.32967 | 79,344.00 6,612.00 1,525.85 38.14615 | 83,311.20 6,942.60 1,602.14 40.05346 | 87,476.76 7,289.73 1,682.25 42.05614 |
| 233 | 65 | RECYCLING SPECIALIST Sch=M22 | 82,014.30 6,834.53 1,577.20 39.42995 | 86,115.02 7,176.25 1,656.06 41.40145 | 90,420.77 7,535.06 1,738.86 43.47152 | 94,941.81 7,911.82 1,825.80 45.64510 | 99,688.90 8,307.41 1,917.09 47.92736 |
| 214 | 49 | SENIOR CLERK Sch=M22 | 59,609.30 4,967.44 1,146.33 28.65832 | 62,589.77 5,215.81 1,203.65 30.09124 | 65,719.26 5,476.61 1,263.83 31.59580 | 69,005.22 5,750.44 1,327.02 33.17559 | 72,455.48 6,037.96 1,393.37 34.83437 |

**CITY OF LIVERMORE
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| CLASS | | | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|------------|----|---|--|------------|------------|------------|------------|
| CODE RANGE | | CLASSIFICATION | STEP A | STEP B | STEP C | STEP D | STEP E |
| 405 | 39 | TRAFFIC SIGNAL TECHNICIAN TRAINEE Sch=PS2 | 67,339.52 | 70,706.50 | 74,241.83 | 77,953.92 | 81,851.62 |
| | | | 5,611.63 | 5,892.21 | 6,186.82 | 6,496.16 | 6,820.97 |
| | | | 1,294.99 | 1,359.74 | 1,427.73 | 1,499.11 | 1,574.07 |
| | | | 32.37477 | 33.99351 | 35.69319 | 37.47785 | 39.35174 |
| 406 | 24 | TRAFFIC SIGNAL TECHNICIAN Sch=PS2 | 72,011.52 | 75,612.10 | 79,392.71 | 83,362.35 | 87,530.47 |
| | | | 6,000.96 | 6,301.01 | 6,616.06 | 6,946.86 | 7,294.21 |
| | | | 1,384.84 | 1,454.08 | 1,526.78 | 1,603.12 | 1,683.28 |
| | | | 34.62092 | 36.35197 | 38.16957 | 40.07805 | 42.08196 |
| 408 | 53 | TRAFFIC SIGNAL TECHNICIAN, SENIOR Sch=PS2 | 75,582.37 | 79,361.49 | 83,329.56 | 87,496.04 | 91,870.84 |
| | | | 6,298.53 | 6,613.46 | 6,944.13 | 7,291.34 | 7,655.90 |
| | | | 1,453.51 | 1,526.18 | 1,602.49 | 1,682.62 | 1,766.75 |
| | | | 36.33768 | 38.15456 | 40.06229 | 42.06540 | 44.16868 |
| 248 | 53 | TRANSPORTATION ENGINEER, ASSOCIATE Sch=M22 | 114,038.89 | 119,740.83 | 125,727.87 | 132,014.26 | 138,614.97 |
| | | | 9,503.24 | 9,978.40 | 10,477.32 | 11,001.19 | 11,551.25 |
| | | | 2,193.06 | 2,302.71 | 2,417.84 | 2,538.74 | 2,665.67 |
| | | | 54.82639 | 57.56771 | 60.44609 | 63.46839 | 66.64181 |
| 211 | 50 | TYPIST CLERK Sch=M22 | 55,509.73 | 58,285.22 | 61,199.48 | 64,259.45 | 67,472.42 |
| | | | 4,625.81 | 4,857.10 | 5,099.96 | 5,354.95 | 5,622.70 |
| | | | 1,067.49 | 1,120.87 | 1,176.91 | 1,235.76 | 1,297.55 |
| | | | 26.68737 | 28.02174 | 29.42283 | 30.89397 | 32.43866 |
| 396 | 44 | WASTEWATER COLLECTIONS SYSTEMS TRAINEE Sch=PS2 | 55,200.30 | 57,960.31 | 60,858.33 | 63,901.25 | 67,096.31 |
| | | | 4,600.03 | 4,830.03 | 5,071.53 | 5,325.10 | 5,591.36 |
| | | | 1,061.54 | 1,114.62 | 1,170.35 | 1,228.87 | 1,290.31 |
| | | | 26.53861 | 27.86553 | 29.25881 | 30.72175 | 32.25784 |
| 397 | 45 | WASTEWATER COLLECTIONS SYSTEMS WORKER I Sch=PS2 | 61,970.44 | 65,068.96 | 68,322.41 | 71,738.53 | 75,325.45 |
| | | | 5,164.20 | 5,422.41 | 5,693.53 | 5,978.21 | 6,277.12 |
| | | | 1,191.74 | 1,251.33 | 1,313.89 | 1,379.59 | 1,448.57 |
| | | | 29.79348 | 31.28315 | 32.84731 | 34.48968 | 36.21416 |
| 398 | 46 | WASTEWATER COLLECTIONS SYSTEMS WORKER II Sch=PS2 | 66,550.63 | 69,878.16 | 73,372.07 | 77,040.67 | 80,892.70 |
| | | | 5,545.89 | 5,823.18 | 6,114.34 | 6,420.06 | 6,741.06 |
| | | | 1,279.82 | 1,343.81 | 1,411.00 | 1,481.55 | 1,555.63 |
| | | | 31.99550 | 33.59527 | 35.27503 | 37.03878 | 38.89072 |
| 399 | 47 | WASTEWATER COLLECTIONS SYSTEMS WORKER III Sch=PS2 | 69,931.50 | 73,428.08 | 77,099.48 | 80,954.45 | 85,002.17 |
| | | | 5,827.63 | 6,119.01 | 6,424.96 | 6,746.20 | 7,083.51 |
| | | | 1,344.84 | 1,412.08 | 1,482.68 | 1,556.82 | 1,634.66 |
| | | | 33.62091 | 35.30196 | 37.06706 | 38.92041 | 40.86643 |
| 445 | 15 | WATER DISTRIBUTION OPERATOR TRAINEE Sch=PS2 | 59,022.54 | 61,973.67 | 65,072.35 | 68,325.97 | 71,742.27 |
| | | | 4,918.55 | 5,164.47 | 5,422.70 | 5,693.83 | 5,978.52 |
| | | | 1,135.05 | 1,191.80 | 1,251.39 | 1,313.96 | 1,379.66 |
| | | | 28.37622 | 29.79503 | 31.28478 | 32.84902 | 34.49147 |
| 446 | 32 | WATER DISTRIBUTION OPERATOR I Sch=PS2 | 66,267.33 | 69,580.70 | 73,059.74 | 76,712.73 | 80,548.37 |
| | | | 5,522.28 | 5,798.39 | 6,088.31 | 6,392.73 | 6,712.36 |
| | | | 1,274.37 | 1,338.09 | 1,405.00 | 1,475.24 | 1,549.01 |
| | | | 31.85929 | 33.45226 | 35.12488 | 36.88112 | 38.72518 |

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021**

| CLASS | | | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|-------|-------|--|--|---|--|--|--|
| CODE | RANGE | CLASSIFICATION | STEP A | STEP B | STEP C | STEP D | STEP E |
| 447 | 33 | WATER DISTRIBUTION Sch=PS2 OPERATOR II | 76,117.91 6,343.16 1,463.81 36.59515 | 79,923.81 6,660.32 1,537.00 38.42491 | 83,920.00 6,993.33 1,613.85 40.34615 | 88,116.00 7,343.00 1,694.54 42.36346 | 92,521.80 7,710.15 1,779.27 44.48164 |
| 448 | 34 | WATER DISTRIBUTION Sch=PS2 OPERATOR III | 82,159.60 6,846.63 1,579.99 39.49981 | 86,267.58 7,188.97 1,658.99 41.47480 | 90,580.96 7,548.41 1,741.94 43.54854 | 95,110.01 7,925.83 1,829.04 45.72597 | 99,865.51 8,322.13 1,920.49 48.01226 |
| 470 | 05 | WATER DISTRIBUTION Sch=PS2 SENIOR OPERATOR | 86,237.75 7,186.48 1,658.42 41.46046 | 90,549.64 7,545.80 1,741.34 43.53348 | 95,077.12 7,923.09 1,828.41 45.71015 | 99,830.98 8,319.25 1,919.83 47.99566 | 104,822.53 8,735.21 2,015.82 50.39545 |
| 469 | 06 | WATER DISTRIBUTION Sch=PS2 SUPERVISING OPERATOR | 94,801.86 7,900.16 1,823.11 45.57782 | 99,541.95 8,295.16 1,914.27 47.85671 | 104,519.05 8,709.92 2,009.98 50.24954 | 109,745.00 9,145.42 2,110.48 52.76202 | 115,232.25 9,602.69 2,216.00 55.40012 |
| 456 | 37 | WATER RESOURCES Sch=PS2 COORDINATOR | 87,354.82 7,279.57 1,679.90 41.99751 | 91,722.56 7,643.55 1,763.90 44.09738 | 96,308.69 8,025.72 1,852.09 46.30225 | 101,124.12 8,427.01 1,944.69 48.61737 | 106,180.33 8,848.36 2,041.93 51.04823 |
| 463 | 25 | WR INSTRUMENT Sch=PS2 CONTROL TECHNICIAN | 81,681.09 6,806.76 1,570.79 39.26975 | 85,765.14 7,147.10 1,649.33 41.23324 | 90,053.40 7,504.45 1,731.80 43.29490 | 94,556.07 7,879.67 1,818.39 45.45965 | 99,283.88 8,273.66 1,909.31 47.73263 |
| 462 | 26 | WR LABORATORY Sch=PS2 TECHNICIAN | 72,204.99 6,017.08 1,388.56 34.71394 | 75,815.24 6,317.94 1,457.99 36.44963 | 79,606.00 6,633.83 1,530.88 38.27212 | 83,586.30 6,965.53 1,607.43 40.18572 | 87,765.62 7,313.80 1,687.80 42.19501 |
| 458 | 27 | WR MECHANIC I Sch=PS2 | 74,353.24 6,196.10 1,429.87 35.74675 | 78,070.90 6,505.91 1,501.36 37.53409 | 81,974.45 6,831.20 1,576.43 39.41079 | 86,073.17 7,172.76 1,655.25 41.38133 | 90,376.83 7,531.40 1,738.02 43.45040 |
| 459 | 28 | WR MECHANIC II Sch=PS2 | 83,611.81 6,967.65 1,607.92 40.19799 | 87,792.40 7,316.03 1,688.32 42.20788 | 92,182.02 7,681.84 1,772.73 44.31828 | 96,791.12 8,065.93 1,861.37 46.53419 | 101,630.68 8,469.22 1,954.44 48.86090 |
| 451 | 29 | WR OPERATOR - GRADE I Sch=PS2 | 75,605.30 6,300.44 1,453.95 36.34870 | 79,385.57 6,615.46 1,526.65 38.16614 | 83,354.85 6,946.24 1,602.98 40.07445 | 87,522.59 7,293.55 1,683.13 42.07817 | 91,898.72 7,658.23 1,767.28 44.18208 |
| 453 | 48 | WR OPERATOR - GRADE II Sch=PS2 | 79,345.66 6,612.14 1,525.88 38.14695 | 83,312.94 6,942.75 1,602.17 40.05430 | 87,478.59 7,289.88 1,682.28 42.05701 | 91,852.52 7,654.38 1,766.39 44.15987 | 96,445.15 8,037.10 1,854.71 46.36786 |

**CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/11/2021**

| CLASS | | CLASSIFICATION | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|-------|---------|---------------------------------|--|------------|------------|------------|------------|
| CODE | RANGE | | STEP A | STEP B | STEP C | STEP D | STEP E |
| 452 | 30 | WR OPERATOR - GRADE III | 85,755.80 | 90,043.59 | 94,545.77 | 99,273.06 | 104,236.72 |
| | Sch=PS2 | | 7,146.32 | 7,503.63 | 7,878.81 | 8,272.76 | 8,686.39 |
| | | | 1,649.15 | 1,731.61 | 1,818.19 | 1,909.10 | 2,004.55 |
| | | | 41.22875 | 43.29019 | 45.45470 | 47.72743 | 50.11381 |
| 455 | 31 | WR OPERATOR - TRAINEE | 63,653.76 | 66,836.45 | 70,178.27 | 73,687.18 | 77,371.54 |
| | Sch=PS2 | | 5,304.48 | 5,569.70 | 5,848.19 | 6,140.60 | 6,447.63 |
| | | | 1,224.11 | 1,285.32 | 1,349.58 | 1,417.06 | 1,487.91 |
| | | | 30.60277 | 32.13291 | 33.73955 | 35.42653 | 37.19786 |
| 457 | 49 | WR SENIOR OPERATOR | 90,026.90 | 94,528.25 | 99,254.66 | 104,217.39 | 109,428.25 |
| | Sch=PS2 | | 7,502.24 | 7,877.35 | 8,271.22 | 8,684.78 | 9,119.02 |
| | | | 1,731.29 | 1,817.85 | 1,908.74 | 2,004.18 | 2,104.39 |
| | | | 43.28216 | 45.44627 | 47.71859 | 50.10451 | 52.60974 |
| 461 | 35 | WR SOURCE CONTROL INSPECTOR | 83,223.47 | 87,384.64 | 91,753.87 | 96,341.56 | 101,158.64 |
| | Sch=PS2 | | 6,935.29 | 7,282.05 | 7,646.16 | 8,028.46 | 8,429.89 |
| | | | 1,600.45 | 1,680.47 | 1,764.50 | 1,852.72 | 1,945.36 |
| | | | 40.01128 | 42.01185 | 44.11244 | 46.31806 | 48.63396 |
| 460 | 36 | WR SOURCE CONTROL TECHNICIAN | 79,319.42 | 83,285.39 | 87,449.66 | 91,822.14 | 96,413.25 |
| | Sch=PS2 | | 6,609.95 | 6,940.45 | 7,287.47 | 7,651.85 | 8,034.44 |
| | | | 1,525.37 | 1,601.64 | 1,681.72 | 1,765.81 | 1,854.10 |
| | | | 38.13434 | 40.04105 | 42.04311 | 44.14526 | 46.35252 |
| 464 | 50 | WR SUPERVISING OPERATOR | 98,963.33 | 103,911.50 | 109,107.07 | 114,562.42 | 120,290.54 |
| | Sch=PS2 | | 8,246.94 | 8,659.29 | 9,092.26 | 9,546.87 | 10,024.21 |
| | | | 1,903.14 | 1,998.30 | 2,098.21 | 2,203.12 | 2,313.28 |
| | | | 47.57852 | 49.95745 | 52.45532 | 55.07809 | 57.83199 |
| 952 | 51 | YOUTH SERVICES CASE COORDINATOR | 78,923.17 | 82,869.33 | 87,012.80 | 91,363.44 | 95,931.61 |
| | Sch=M22 | | 6,576.93 | 6,905.78 | 7,251.07 | 7,613.62 | 7,994.30 |
| | | | 1,517.75 | 1,593.64 | 1,673.32 | 1,756.99 | 1,844.84 |
| | | | 37.94383 | 39.84102 | 41.83308 | 43.92473 | 46.12097 |

**CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/10/2021**

Schedule = P13

| CLASS CODE RANGE | CLASSIFICATION | SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES | | | | |
|---------------------|-------------------------------|--|------------|------------|------------|------------|
| | | STEP A | STEP B | STEP C | STEP D | STEP E |
| 604 01 | POLICE OFFICER | 98,613.67 | 103,544.35 | 108,721.57 | 114,157.65 | 119,865.53 |
| | | 8,217.81 | 8,628.70 | 9,060.13 | 9,513.14 | 9,988.79 |
| | | 1896.42 | 1991.24 | 2090.80 | 2195.34 | 2305.11 |
| | | 47.41042 | 49.78094 | 52.26999 | 54.88349 | 57.62766 |
| 603 02 | POLICE SERGEANT | 122,708.52 | 128,843.95 | 135,286.15 | 142,050.46 | 149,152.98 |
| | | 10,225.71 | 10,737.00 | 11,273.85 | 11,837.54 | 12,429.42 |
| | | 2359.78 | 2477.77 | 2601.66 | 2731.74 | 2868.33 |
| | | 58.99448 | 61.94421 | 65.04142 | 68.29349 | 71.70816 |
| 606 03 | POLICE TRAINEE (Non-Sworn) | 34.54109 | - | - | - | - |

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
\$7,216 - \$16,449/month
Effective July 5, 2021

| Class Code | Classification | Monthly Salary Range | | |
|------------|--|----------------------|---|-------------|
| | | \$13,158.43 | - | \$16,448.04 |
| 119 | Assistant Administrative Services Director* | | | |
| 100 | Assistant City Attorney | | | |
| 132 | Assistant Community Development Director | | | |
| 129 | Assistant Public Works Director | | | |
| 124 | City Engineer | | | |
| | | \$12,240.66 | - | \$15,300.83 |
| 250 | Assistant City Engineer | | | |
| 289 | Building Official | | | |
| 218 | Finance Manager | | | |
| 125 | Maintenance and Golf Operations Manager | | | |
| 118 | Planning Manager | | | |
| | | \$11,636.56 | - | \$14,545.70 |
| 123 | Housing & Human Services Manager | | | |
| 449 | Water Resources Division Manager | | | |
| | | \$11,515.30 | - | \$14,394.13 |
| 246 | Senior Transportation Engineer | | | |
| | | \$11,049.86 | - | \$13,812.33 |
| 283 | Permit Center Manager | | | |
| | | \$11,027.64 | - | \$13,784.55 |
| 253 | Senior Civil Engineer | | | |
| | | \$10,895.92 | - | \$13,619.89 |
| 269 | Cyber Security Manager* | | | |
| 268 | Information Technology Manager* | | | |
| | | \$10,717.20 | - | \$13,396.50 |
| 127 | Risk Manager | | | |
| | | \$10,578.56 | - | \$13,223.20 |
| 472 | Airport Manager | | | |
| 136 | City Clerk | | | |
| 134 | Housing Programs Manager | | | |
| 135 | Human Services Programs Manager | | | |
| 297 | Police Support Services Manager | | | |
| 259 | Principal Planner | | | |
| 951 | Youth and Family Services Manager - Clinical | | | |
| | | \$9,987.64 | - | \$12,484.55 |
| 130 | Assistant Library Director* | | | |
| 120 | Economic Development Manager* | | | |
| 278 | Inspection & Neighborhood Preservation Manager | | | |
| 450 | Water Resources Operations Manager | | | |
| 474 | Water Resources Technical Programs Manager | | | |
| 953 | Youth and Family Services Manager - Programs | | | |

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
\$7,216 - \$16,449/month
Effective July 5, 2021

| Class Code | Classification | Monthly Salary Range | | |
|-----------------------|---|-----------------------------|----------|--------------------|
| | | \$9,494.17 | - | \$11,867.71 |
| 232 | Information Technology Coordinator | | | |
| 148 | Management Analyst, Senior | | | |
| 133 | Public Works Manager | | | |
| 270 | Systems Administrator | | | |
| 468 | Water Distribution Operations Manager | | | |
| | | \$9,393.40 | - | \$11,741.75 |
| 272 | Construction Inspection Manager | | | |
| | | \$9,350.52 | - | \$11,688.15 |
| 128 | Deputy City Attorney | | | |
| 295 | Police Business Services Manager | | | |
| 293 | Police Facility & Equipment Manager | | | |
| | | \$8,873.51 | - | \$11,091.89 |
| 217 | Accounting Supervisor | | | |
| 131 | Assistant City Clerk | | | |
| 150 | Management Analyst II | | | |
| 298 | Police Media & Community Relations Analyst* | | | |
| 126 | Public Works Supervisor | | | |
| | | \$7,216.24 | - | \$9,020.30 |
| 207 | Deputy City Clerk | | | |
| 152 | Management Analyst I | | | |
| 264 | Supervising Librarian | | | |
| 466 | Water Resources Communications Representative | | | |

*Added/Changed 8/2/2021

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
\$7,216 - \$17,734/month
 Effective July 5, 2021

| Class Code | Classification | Monthly Salary Range | | |
|-----------------------|--|-----------------------------|---|-------------|
| 113 | Assistant City Attorney, Senior (Confidential) | \$14,186.62 | - | \$17,733.27 |
| 104 | Assistant to the City Manager (Confidential) | \$11,636.56 | - | \$14,545.70 |
| 122 | Human Resources Manager (Confidential) | \$12,240.66 | - | \$15,300.83 |
| 154 | Human Resources Analyst, Senior (Confidential) | \$9,494.17 | - | \$11,867.71 |
| 155 | Human Resources Analyst II (Confidential) | \$8,873.51 | - | \$11,091.89 |
| 156 | Human Resources Analyst I (Confidential) | \$7,216.24 | - | \$9,020.30 |
| 149 | Management Analyst, Senior (Confidential) | \$9,494.17 | - | \$11,867.71 |
| 151 | Management Analyst II (Confidential) | \$8,873.51 | - | \$11,091.89 |
| 153 | Management Analyst I (Confidential) | \$7,216.24 | - | \$9,020.30 |

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
\$12,830 - \$19,891/month
Effective July 5, 2021

| Class Code | Classification | Salary Range | |
|-----------------------|-----------------------|---------------------|-------------|
| 605 | Police Captain | \$15,912.39 | \$19,890.48 |
| 602 | Police Lieutenant | \$12,831.06 | \$16,038.83 |

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
\$4,663 - \$9,714/month
 Effective July 5, 2021

| Class Code | Classifications | Monthly Salary Range | | |
|-----------------------|------------------------------|-----------------------------|---|------------|
| 216 | Administrative Receptionist | \$4,779.70 | - | \$5,974.62 |
| 203 | Administrative Specialist I | \$5,532.36 | - | \$6,915.45 |
| 227 | Administrative Specialist II | \$6,222.13 | - | \$7,777.66 |
| 200 | Executive Assistant | \$7,965.27 | - | \$9,956.59 |
| 226 | Human Resources Clerk I | \$5,532.36 | - | \$6,915.45 |
| 212 | Human Resources Clerk II | \$6,086.22 | - | \$7,607.77 |
| 219 | Human Resources Technician | \$6,678.18 | - | \$8,347.72 |
| 201 | Law Office Supervisor | \$7,965.27 | - | \$9,956.59 |
| 204 | Legal Assistant | \$6,614.70 | - | \$8,268.38 |

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
\$14,968 - \$21,941/month
 Effective November 23, 2020

| Class Code | Classification | Monthly Salary Range | | |
|-----------------------|--|-----------------------------|---|-------------|
| 109 | Administrative Services Director | \$14,968.79 | - | \$18,710.99 |
| 103 | Assistant City Manager | \$16,147.17 | - | \$20,183.96 |
| 105 | Community Development Director | \$14,968.79 | - | \$18,710.99 |
| 106 | Deputy City Manager** | \$12,837.50 | - | \$16,046.87 |
| 114 | Innovation and Economic Development Director | \$14,968.79 | - | \$18,710.99 |
| 121 | Library Services Director* | \$14,968.79 | - | \$18,710.99 |
| 107 | Police Chief | \$17,552.15 | - | \$21,940.19 |
| 111 | Public Works Director | \$14,968.79 | - | \$18,710.99 |

*Retitled 05/10/2021

**Added 8/2/2021

**CITY OF LIVERMORE
APPOINTED MANAGEMENT**

| Class Code | Classification | Annual Salary | Effective |
|-----------------------|-----------------------|----------------------|------------------|
| 102 | City Manager | \$289,611 | 11/23/2020 |
| 112 | City Attorney | \$269,575 | 11/23/2020 |

**CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE**

| Class Code | Classification | Salary Range | Effective Date |
|-----------------------|------------------------------|--|-----------------------|
| 210 | Department Assistant | \$14.00 - \$25.25 Hourly | 12/21/20 |
| 438 | Field/Maintenance Aide | \$14.00 - \$25.25 Hourly | 12/21/20 |
| 240 | Law Clerk | \$15.00 - \$25.00 Hourly | 07/05/99 |
| 915 | Temporary Librarian | \$19.00 - \$23.50 Hourly | 05/11/07 |
| 916 | Temporary Library Assistant | \$17.00 - \$22.50 Hourly | 05/11/07 |
| 917 | Temporary Library Clerk | \$15.75 - \$19.00 Hourly | 05/11/07 |
| 920 | Library Aide | \$14.00 Hour | 12/21/20 |
| 961 | Police Cadet | \$14.00 - \$19.00 Hourly | 12/21/20 |
| 963 | Reserve Police Officer | Hourly equivalent to Police Officer Step A | |
| 956 | Special Projects Coordinator | \$20.00 - \$70.00 Hourly | 01/12/01 |



CITY COUNCIL STAFF REPORT

ITEM NO. 5.7

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Adam Van de Water, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Downtown Inc. Annual Report for FY 2020/2021, appropriating an additional \$40,000 to the previously budgeted \$90,000 for the increased scope of services, and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of \$130,000 for services provided to the City and for related operating expenses for FY 2021-22.

RECOMMENDED ACTION

Staff recommends the Council adopt a resolution accepting the Livermore Downtown Inc. Annual Report for FY 2020/2021, appropriating an additional \$40,000 to the previously budgeted \$90,000 for the increased scope of services, and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of \$130,000 for services provided to the City and for related operating expenses for FY 2021-22.

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. 2020/2021 Annual Report (Attachment 1), appropriate an additional \$40,000 to the previously budgeted \$90,000 for the increased scope of services, and authorize the execution of an agreement with Livermore Downtown Inc. providing \$130,000 from the General Fund for services to be provided to the City and for related operating expenses for FY 2021-22 (Exhibit A). The agreement outlines the City's expectations over the next year.

DISCUSSION

Since 1986, the City, and in the past, 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 2020-21, LDI used the funds to meet its obligations under the grant through COVID-19-compliant and innovative outdoor events such as the Makers Markets, Holiday Sights and Sounds outdoor dining

with animated light show tree, Earlier Than The Bird Shopping, Kidz Town Halloween Hay Day patio dining and virtual Instagram Costume Contest, Witches Night Out Patio Takeover, and the expanded Year Round Sunday Farmers Market and Thursday Evening Seasonal Market.

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 allocated to LDI for the implementation of the eGift Certificate or Gift Livermore program, increasing the grant to \$240,000.

Staff recommends the grant amount to be set at \$130,000 for FY 2021-22. Staff estimates that LDI spent over \$300,000 annually, providing services, advertising, retail promotions, events, and marketing campaigns that promote the image and promise of our downtown to a local, regional, and national audience. Over the last year and during this pandemic, LDI delivered more than 10 COVID-19-compliant and innovative events to promote the City and provided COVID-19 crisis support, including webpages “Open for Business” and “Business Support” that were made available to all Livermore Valley businesses; emergency communication text groups; one-on-one assistance for small business owners navigating the COVID-19 crisis assistance programs; and the Gift Livermore eGift Certificate program. These efforts are listed in their attached 2020/2021 LDI Annual Report. These programs and initiatives have benefited Livermore businesses and resulted in a net job gain of 28 full-time-equivalent positions in the Downtown area alone.

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, Twitter, Pinterest, blogging and Instagram. 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 distributes the Visitor’s Guide throughout the year supplying pertinent Downtown information.

LDI also acts as a critical liaison for the City with 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, 13 new businesses opened in the Downtown. Many of these businesses had to navigate through the regulatory process, especially during the shelter-in-place period. The new businesses include restaurants, professional service establishments, and retail stores that will be able to use LDI’s services to recover and sustain their operations as the economy reopens and 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 reopening and recovery efforts, and developing the Livermore Valley Made campaign, among other efforts listed in their 2020/2021 Annual Report.

This year, LDI will continue to help our small businesses recover from COVID-19, support our makers and entrepreneurs through expansion of the new Livermore Valley Made campaign, help with the activation of the Lot on First and other underutilized city-owned properties in the downtown, 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 implementation of City programs and initiatives.

A copy of the Livermore Downtown Inc. Annual Report 2020/2021 (Attachment 1) is attached which details the events and services provided to the City and Downtown merchants.

FISCAL AND ADMINISTRATIVE IMPACTS

A total of \$90,000 of grant funds have already been budgeted in the City's General Fund (Fund 001) for FY 2021-22. The recommended action includes appropriation of an additional \$40,000 for a total of \$130,000. 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 grant 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. [2020-2021 Final Report](#)
2. [Resolution](#)
3. [Exhibit A - Grant Agreement](#)

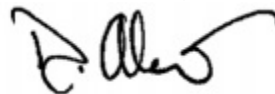
Prepared by: Adam Van de Water
Innovation and Economic
Development Director

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director



LIVERMORE
DOWNTOWN
INC CALIFORNIA

ATTACHMENT 1



Executive Summary

2020/21 Annual Report

2155 3rd St, Livermore, CA 94550 | livermoredowntown.com

To: **Adam Van de Water**
Innovation and Economic Development Director

From: **Rachael Snedecor**
LDI Executive Director

We are proud to submit this 2020/2021 Annual Report as agreed upon in our City of Livermore Annual Grant Partnership.

With the continued Covid restrictions, our traditional fundraisers and events were canceled. The LDI team and downtown businesses created compliant alternatives to continue recognizing our traditions through innovative alternatives.

Livermore Downtown Inc. continued covid crisis management support of our businesses, workforce, property owners and our organization itself. We continue to learn new strategies daily.

Livermore Downtown Inc. has continued its designation and leadership as a Certified National Main Street Program. Rachael Snedecor, has continued on this year as a California Main Street Board Member. These Main Street Connections have been vital through the COVID-19 Economic Crisis. Main Street advocacy and guidance at both the State and National level has been crucial as we navigate this unprecedented time.

We look forward to another successful partnership in the 2021/2022 Fiscal Year. No one knows what the future holds, but one thing is clear..... continued partnership between City Leadership and the business community will keep the collateral damage to a minimum.

Rachael Snedecor
Executive Director



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:



Host: 2020 4th of July Fireworks

4th of July Fireworks canceled due to Covid restrictions.



Year Round Sunday Farmers Market and Thursday Evening Seasonal Market

Deemed Essential by State and Alameda County Health Officials, our Sunday Market and Thursday Evening Market continued and grew substantially. Our Sunday market saw significant growth both in number of vendors and in attendance. The businesses along Second Street and surrounding areas have seen increased foot traffic that has translated to increased consumers in their locations. Our contracted operator, Foragers Markets, continues to bring us a commitment to diversity, inclusion, food security and access to the best in farmers and makers in our area!

Unique Visitors:

Over 2k visitors each Sunday .. estimate 70% local, 30% nearby cities

Over 1K visitors each Thursday ..estimate 90% local, 10% nearby communities

Big Milestone: On March 14 we expanded the Sunday Market by one block, extending to L Street. The Market now occupies J thru L Street with added growers and food makers continuing to add more variety. Of the 67-70 vendors we have, 30% (20) of them are Livermore Local based including local arts/crafts, growers and makers.

Social Media following is growing rapidly. Instagram is at almost 4000 and started with 0 when in June 2020. The Market continues to receive positive reviews on Google Business Page.

EBT now accepted at our Livermore Markets:

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. The Market is processing hundreds of dollars of payments each week from Livermore Locals!

Cultivating new local Livermore business

Foragers Markets is committed to curating local Livermore Makers and Growers to the vendor offerings. 15 Livermore based food/farm businesses have joined one or both markets.

1. Florescent Farm
2. Paulo sausage - new
3. Livermore Valley Micro-greens - new , adding mushrooms too!
4. PGX Organics
5. Cross Road Growers
6. Rose Hill Eggs .. expanding operation
7. Double Barrel Foodtruck
8. Bay Breadz - pizzas
9. Dan Good cookies
10. Mushroom Mamma
11. Wingen Bakery
12. Cheese Parlour
13. Charming Fig - Cheese boards
14. Dan Marciel Farms
15. Quiote hot dogs

Livermore partnerships:

Foragers Markets has partnered with the Culinary Angels donation program. Between February 7th and Aug 1st, the market has donated 1174 lbs of produce valued at \$3429.



Kidz Town Halloween Hay Day

The Halloween event was cancelled due to Covid restrictions. Patio dining downtown was in compliance with Covid safety guidelines so families were encouraged to bring their kids downtown in costume for lunch and treats were supplied by our participating restaurants to those families in costume. Our Costume Contest was held as a virtual Instagram contest to continue that piece of the tradition.



Witches Night Out

The Witches Night Out traditional event plan of Martini Stroll was not Covid Compliant under ABC licensing and Alameda County Health Permitting restrictions. In its place, we pivoted to a “Patio Takeover” plan in partnership with participating restaurants. LDI took over the patios and booked groups for a fun, witch-themed dining



experience. We sold the seats for \$10 as a donation to Livermore Downtown Inc. and the restaurant sold the food and beverage experience directly. This was a win/win for the restaurants, retail shops and LDI funding and the attendees were VERY appreciative to have this alternative rather than a cancellation. This event raised \$9,010.00 for the Livermore Downtown Inc. program.



Earlier Than the Bird

By far our greatest retail event based on high sales by shops reporting. We attract over 3000 shoppers, at 7 AM, in their pajamas, to launch their Holiday Shopping. We host this event, the Saturday before Thanksgiving so that we can capture the Shopping dollars before Black Friday.

and Small Business Saturday. It has become a highly anticipated event each year. Each year, we partner with the Tri-Valley Haven's gift drive, focusing on teen gifts. At the time of the event, shopping had been deemed Covid Compliant. The event attendance was down but ironically, the sales within our shops were reported as the same as in previous years. Less people shopping spent more. This is a show of the community's continued love and value placed on the opportunity to shop local and support local



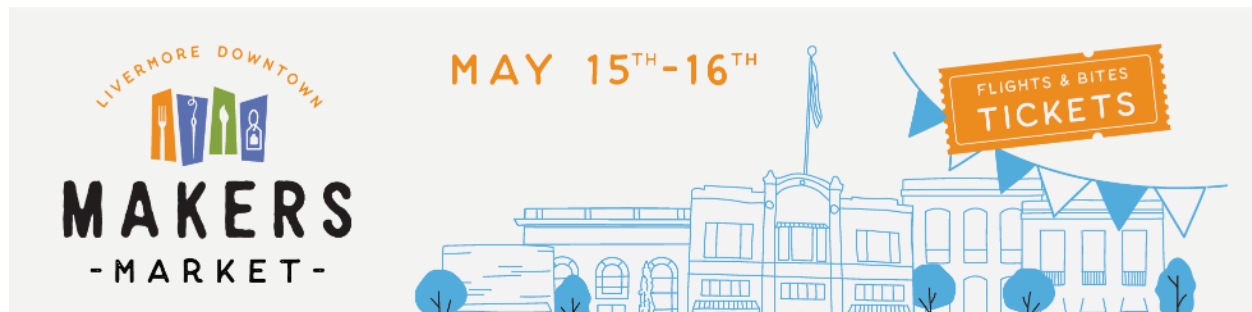


Home for the Holidays, Sights and Sounds Parade

Held each year on the first Saturday of December, this event was canceled due to Covid restrictions. Dining was still allowed on patios so we provided surprise additions to those who came down that evening. The new animated, light show tree was officially lit and is a beautiful holiday addition to the downtown. We partnered with the local Asphalt Social Club, Car Club for a socially-distanced cruise night with Santa in a classic car waving at our families dining and walking along our sidewalks. Livermore School of Dance brought students downtown to do popup performances all throughout the dining and gathering areas.

Livermore Valley Talent to Table, First Street Dinner

This event was canceled due to Covid restrictions.



Livermore Downtown Makers Market

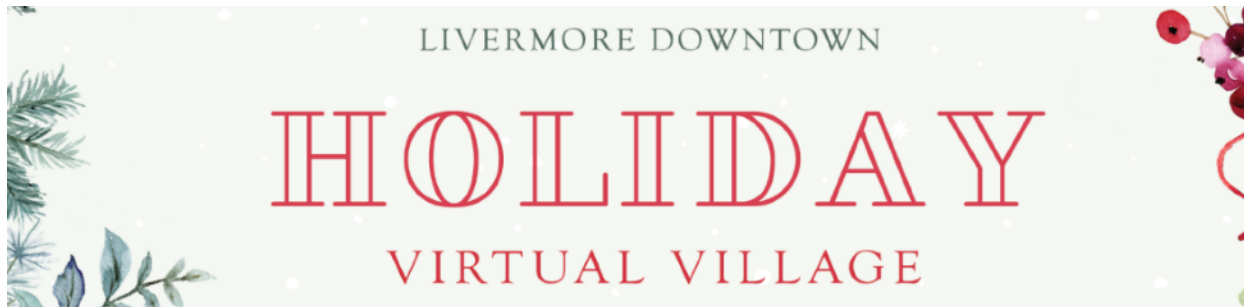
The traditional Livermore Downtown Street Fest format did not fit within the Covid restriction template. We had many artists and crafters waive their right to a 2020 Covid cancellation refund and allowed us to roll that registration to the 2021 event. Shopping was compliant at that time so we reformatted the event to a “Shopping Only” outdoor event. We canceled all food vendors and did not include the traditional wine and beer element. All artists and makers were invited back. We also encouraged neighborhood areas within the district to hold their own events within the event to create more synergy and energy throughout the district. The Livermore Butcher held a car show in their parking lot. Blacksmith Square hosted additional makers on their square. The Farmers Market and Batch Market were held on that Sunday. It was a day of celebrating and supporting our restaurants, retail shops, makers and producers. There was not an additional weekend revenue source for the LDI organization on the weekend. Carrying the artists funds from 2020 cancellation plus the reports of great revenue captured by our shops and restaurants results in the final report as a huge success!





COVID CREATED PROGRAMS 2020/2021

Livermore Downtown Inc. has partnered with the City of Livermore Office of Innovation and Economic Development in seeking out existing recovery programs as well as creating new ones. Communication has been the key component in that role and LDI plays a key role in email communications, Zoom Hosting and Text Outreach.



Livermore Holiday Virtual Village

For the 2020 Holiday Shopping Season, we partnered with Event Hub and created a virtual Holiday Village Sales Portal for local Artists, Makers and Boutique Shops. This helped our community do their shopping from home in an online Shopping District. Shoppers browsed a listing of local makers and shops and were able to enter their virtual links to order product directly and arrange for shipping, porch delivery or curbside pick up. This program created a great alternative for folks sheltering in place but still wanting to shop local and support local.



Gift Livermore

Livermore Downtown Inc. attended a California Main Street Zoom Roundtable with Main Street programs from around California and learned of a Consumer Incentive program that was available to support local businesses through Yiftee Gift Cards. The



City of Livermore and Alameda County joined us in creating the Gift Livermore program with Yiftee Gift Cards.

The City Of Livermore provided \$150,000 to cover incentives funds, merchant fees, administration of program and marketing. Alameda County provided \$20,000 towards the program in order to include surrounding Wineries, Restaurants and businesses in the Livermore Valley but outside the City Limits. 83 Businesses signed on. 78 actively participated, marketing the program to their consumers and receiving the assistance. The total amount of spending generated to the businesses equalled 3X the City's investment.



As of July 2021:

- City paid \$92k (inc bonus gifts, fees and subscription fees)
- Card buyers paid \$176k
- Businesses received \$268k
- 78 businesses benefited from the program

“Tim Mitchell in Northwest Earth Institute’s Choices for Sustainable Living states, ‘A dollar spent at a locally owned store is usually spent 6 to 15 times before it leaves the community. From \$1, you create \$5 to \$14 in value within that community.’ That’s good news! He also states, ‘Spend \$1 at a national chain store, and 80% leaves town immediately.’ That’s bad news. Let’s recap. Dollars circulating locally -- good. Dollars leaving community -- bad. Next question.”



BRAND GUIDE & SOCIAL MEDIA POLICY

Livermore Downtown Inc. Is committed to keeping our communication and outreach tools up to date and relevant. With the impacts of Covid, we identified new ways to communicate and share information and business outreach.

We identified new additions to our already robust website and created and established new policies for the management of our Social Media platforms. LDI is committed to providing consistent updates to our followers on ALL things downtown and is committed to keeping the focus on facts.

SOCIAL MEDIA POLICY

Logo Brand Usage Guidelines



One of the newest additions to LDI, a brand guide grouping all logos and colors in one convenient place while providing guidelines for best best practices for photo, social and logo use across multiple platforms. Included in the brand guide were updated versions of the LDI logo. Before and after logos can be seen below:



Examples of LDI's Brand Guide social media policies to follow below:



SOCIAL OVERVIEW

The 3 C's to LDI Social Media

SOCIAL OVERVIEW CONT.

Best practices to follow

CONNECTION COMMUNITY COMMUNICATION

The overall goal of LDI social media is to create a connection between a customer (i.e. resident, tourist, particular group etc.) and a business, service, or set of information within the community through concise and helpful communication.

CONSISTENCY

Whatever pace you decide you can manage, stick to it! You want to have a consistent presence or else you will quickly be forgotten by your audience or built out of social algorithms that put your content in front of your followers.

Recommended Post Rate:

Facebook: 2-3 weekly | Twitter: 3-5 weekly | Instagram: 3-5 weekly

INTERACTION

Social Media is a two way street of communication. It's important for you to interact with the audience that is interacting with you. Respond to questions in a timely manner, retweet positive or applicable content or just like a comment someone leaves on your post. Just make sure your audience knows you are listening and you care!

SOCIAL LISTENING

This is a level up from just interacting with your audience. It requires you to go deeper into the social conversations going on around your brand, similar organizations or just the overall tone of trending topics. This is a vital part of understanding your audience, building strategy and avoiding mistakes/controversy. To find these conversations, try searching by location, name (not social handle) or any keywords that could apply to your brand.

AVOIDING CONTROVERSY

There is never a shortage of trolls, bots or angry/disapproving people just waiting to ruffle feathers on social media. Here are some tips to avoid the "social hot seat."

- Stay up-to-date on current controversial topics and ensure the content you post stays clear of them.
- Do not interact with people looking to start a fight over social media, most likely your brand will suffer the consequences even if you are in the right.
- If you share content from someone else, make sure you are confident who that person/ source is.



CONTROVERSY

While best to avoid at all cost, not all bad comments are truly bad, and some situations must invoke a response.

BAD COMMENTS ARE OK

... 92% of all businesses have bad reviews and generally consist of constructive criticism. Bad reviews or comments can help a business learn and grow, as well as build trust and gain accountability with the public.

TO DELETE OR NOT DELETE?

As stated above, bad comments are not always a bad thing. Generally, the majority of bad comments are constructive or offer some form of genuine feedback. However, if a negative comment goes beyond a general complaint or comment, delete! When in doubt remember:

Constructive - Comment | Defamatory/Derogatory - Delete | Unsure - Ignore

- Harmful, hateful, or negative comments always delete!
- Only engage when a comment is directly on one of LDI's pages or accounts - do not get dragged down the rabbit hole.

FOLLOW THE SEVEN STEPS

- 1- Breathe
- 2- Phone a friend *(it's ok to ask someone else)*
- 3- Do not bad mouth EVER *(Never be rude or negative in response)*
- 4- Be quick *(when applicable and able, a timely response goes a long way)*
- 5- Be genuine humble *(be personable - listen to the complaint and active in steps forward)*
- 6- Go private if necessary *(take the conversation off public pages - shows genuineness)*
- 7- The response is more for others than the actual commentor *(as above, responding to comments shows others you are genuine and actively listening to the community)*

CONTROVERSY CONT.

WHAT TO DO IF (WHEN) CONTROVERSY DOES STRIKE:

- 1- Talk to the board
- 2- Communicate with the city
/ appropriate parties
- 3- Build talking points together
(united message is key)



VOICE

When posting, commenting, or representing "the Brand" in any way through any medium, the "Voice" of Livermore Downtown Inc should always be as follows:

Voice: Factual, Helpful and Concise.

Kindness and humor are encouraged, but only when applicable. Responses should be positive, informational and bipartisan. Cannot show favoritism or support to one side vs another. Think Switzerland. Avoid being sarcastic or mocking customers, followers or other brands.

**when commenting, be genuine and remember to avoid short, abrupt responses (instagram will think you are a robot)*

WHEN IN DOUBT, FOLLOW THE GOLDILOCKS RULE:

Just Arrogant

We did it again. Yet another world-class Downtown event!!! We are the best!

Just Timid

We hope you will find our new event fun.

Just Right

We heard your requests and are excited to announce our latest event

VOICE CONT.

Please utilize the below post examples of "Do's & Don'ts for each main characteristic for the brand Voice for LDI.

Factual: Do

From our restaurants, to shops, spas, and scenic outdoor spaces; it's hard not to love Downtown Livermore

Helpful: Do

Want to stay up-to-date on the new housing development downtown? Be sure to follow our Facebook and subscribe through our website.

Concise: Do

The new housing development will feature 300 family units just steps away from Downtown. Stay up-to-date through our website.

Factual: Do Not

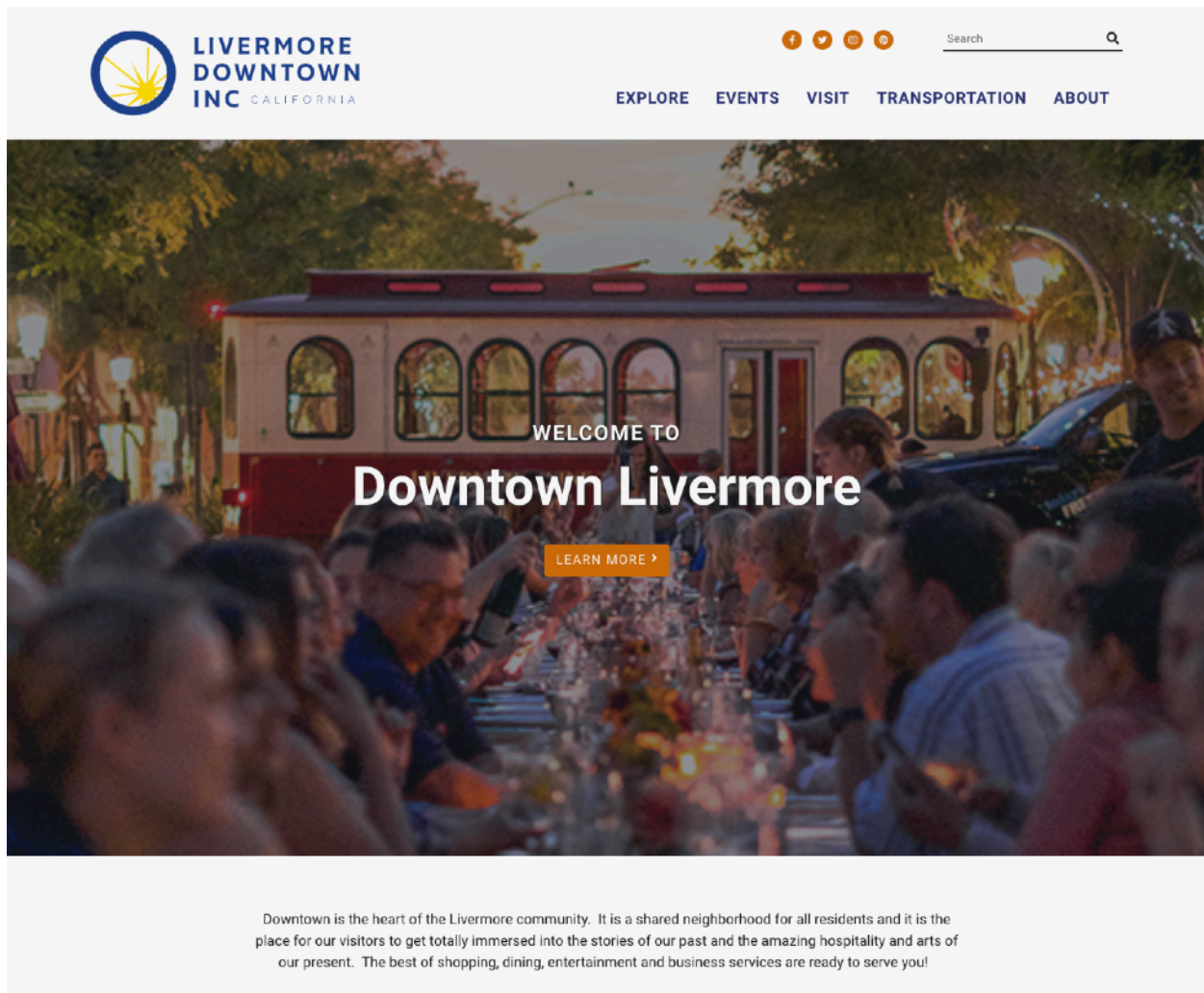
Livermore Downtown has everything you could ever want in a town!

Helpful: Do Not

The new housing development brings a multitude of gorgeous homes to our community. Stay informed on all changes coming soon on our Facebook and website

Concise: Do Not

Featuring 300+ family units, located behind 1st street, just steps to downtown, the new downtown development will be amazing, bringing more workers and jobs to our community!



Website Additions - The Livermore Downtown Inc. website, launched in 2012 was innovative at the time, but technology and interactive enhancements became outdated and obsolete. Livermore Downtown Inc. searched through the Downtown/ Main Street network of communities, analyzing what Website features were available that fit the needs of Livermore Downtown both for our businesses and our consumers. LDI budgeted a new build and achieved that in 2019 with the launch of our new site. This site gave us full update control and has provided a missing component for the whole community. A central calendar for all organizations to post their events and business links through partnership with Livermore Downtown Inc.

www.livermoredowntown.com is one of the most trafficked sites in the Livermore Valley and provides great benefit to its users.

This year we also added links to our growing downtown and destination partners. Under "Visit", you can now find a link to the Livermore Cultural Arts Council. The



Quest Science Center and SPARC. Under Explore, we now have a link to Livermore Live Music and the new Livermore Valley Made page showcasing the makers of the Livermore Valley.

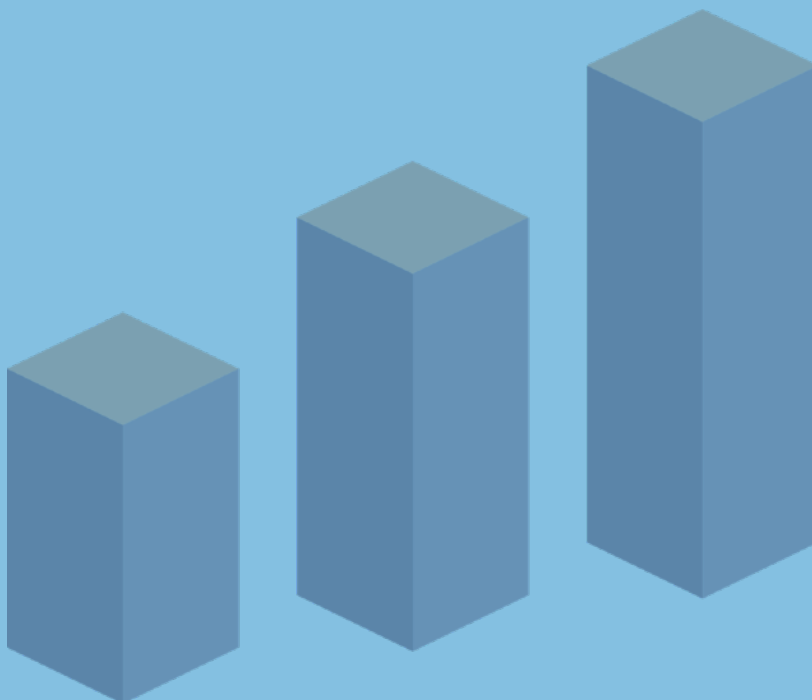
Livermore Downtown Inc. COVID-19 Crisis Support 2020/2021

- 1) Maintained emergency communication text groups for all downtown businesses to have immediate access to information and interaction with their peers. This has created a surprise benefit in communicating with our diverse ethnic ownership with English as a Second Language. Translation Apps give them immediate readability and immediate ability to respond in English. This has opened much stronger communication and relationships.
- 2) Gave downtown businesses access to our Facebook page and Social Media outreach daily as they announce new business model pivots and revenue opportunities. Over 21,000 following the Livermore Downtown Facebook Page.
- 3) Provided one-on-one assistance for small business owners navigating the Crisis Assistance Programs.
- 4) Tracked National Foundation and Corporate programs designed for small businesses through this crisis so they can have early access.
- 5) Communicated directly with the Police and Homeless Teams on downtown concerns expressed by downtown businesses and residents.
- 6) Represented CA Communities on the National Main Street Crisis Coalition as they identify and seek Grants and Foundation support for our small businesses.
- 7) Coordinated Downtown Business Communication Meetings with City Staff in both full district invitation and specific industry groups.
- 8) Expended our service district to full City of Livermore and Livermore Valley/ Alameda County Makers for the Livermore Valley Made Initiative and to all restaurants, retailers and businesses services for the Gift Livermore Program.



OPEN/CLOSED BUSINESSES 2020/2021

Livermore Downtown Inc. Tracts the Opening and Closing of businesses as well as their effects on Job Losses and Gains. Even though we are in an unprecedented impact due to Covid -19, this year we saw a new gain of businesses opening and new jobs added,

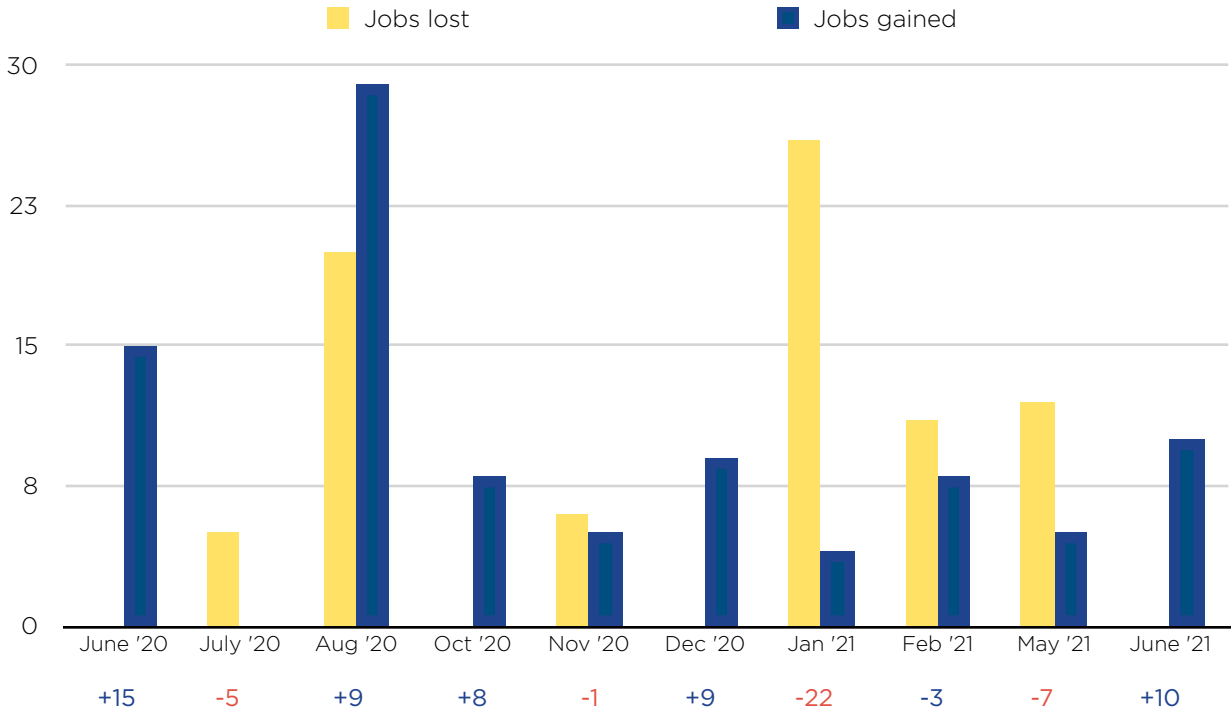




Job Loss/Creation

+28.0

JOBS GAINED 2020/2021





| Business | Address | Opened | Closed | Jobs Gained | Jobs Lost |
|----------------------------|----------------------|----------------------|-----------|-------------|-----------|
| Nick the Greek | 2190 First Street | June '20 | | 15 | |
| Livermore Spa | 2255 Fourth Street | | July '20 | | 5 |
| First Street Nutrition | 2074 First Street | Aug '20 | | 8 | |
| B 12 Love | 154 S. J Street | Aug '20 | | 6 | |
| Plucked Chicken & Beer | 2062 First Street | Aug '20 | | 15 | |
| Claudines Hair Salon | 209 McLeod Street | | Aug '20 | | 1 |
| Covet Boutique | 25 S Livermore Ave | Oct '20 | | 2 | |
| Stockmen's Club | 56 S. Livermore Ave. | Oct '20 | | 6 | |
| LIV Beauty | 2255 Fourth Street | Nov '20 | | 5 | |
| Share Tea | 2495 First Street | | Nov '20 | | 6 |
| La Botica | 2086 First Street | Dec '20 | | 9 | |
| Total Floors | 2148 First Street | Jan '21 | | 4 | |
| LV Fusion | 174 S. K Street | | Jan '21 | | 5 |
| Van's Health | 2148 First Street | | Jan '21 | | 5 |
| Connellys Furniture | 2193 First Street | | Jan '21 | | 4 |
| Tap 25 | 25 S. Livermore Ave | | Jan '21 | | 12 |
| Boba & More | 174 S. K Street | Feb '21 | | 8 | |
| Casse Croute | 50 S. Livermore | | Feb '21 | | 6 |
| Victoria Edge Salon | 1814 Third Street | | Feb '21 | | 5 |
| Dom's | 1870 First Street | | April '21 | | 12 |
| Valley Furniture | 2193 First Street | May '21 | | 5 | |
| Bar Quiote | 112 Maple Street | May '21 | | 8 | |
| Anita's Mexican Restaurant | 2124 Railroad Ave | | May '21 | | 12 |
| Wingen Bakery | 50 S. Livermore | June '21 | | 10 | |
| | | Jobs Gained Total: | | 101 | |
| | | Jobs Lost Total: | | | 73 |
| | | Job Net Gain: | | +28 | |

| | | | | |
|---------------------|---------------------|----------------------|-----------|--|
| Bus Lost: 11 | Bus Gain: 13 | Bus Net Gain: | +2 | |
|---------------------|---------------------|----------------------|-----------|--|

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION ACCEPTING THE 2020/2021 REPORT, APPROPRIATING AN
ADDITIONAL \$40,000 TO THE PREVIOUSLY BUDGETED \$90,000 FOR THE
INCREASED SCOPE OF SERVICES, AND AUTHORIZING EXECUTION OF A
GRANT AGREEMENT WITH LIVERMORE DOWNTOWN, INC. IN THE AMOUNT
OF \$130,000 FOR 2021/2022**

The terms and conditions of the City's 2020 grant awarded to Livermore Downtown, Inc. require it to report its accomplishments during the previous year to the City and to describe the organization's goals for the coming year. A copy of the Livermore Downtown Inc. Annual Report 2020/21 detailing the events and services provided to the City and Downtown merchants has been provided as required.

Livermore Downtown Inc. has requested a \$130,000 grant for the period from July 1, 2021 through June 30, 2022, for services to be provided to the City of Livermore, operating expenses, and downtown promotional expenses.

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

1. Accepts the Livermore Downtown, Inc. Annual Report 2020/2021.
2. Approves a supplemental appropriation of \$40,000 of City General Funds, in addition to the previously budgeted \$90,000.
3. Authorizes the City Manager, or his designee, to execute a Grant Agreement, attached hereto as Exhibit A, with Livermore Downtown, Inc. in the amount of \$130,000, for the period of July 1, 2021 through June 30, 2022.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 11, 2021, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Kelly J. Trujillo
Kelly J. Trujillo
Assistant City Attorney

Exhibit A – Grant Agreement

RESOLUTION NO. _____

**AGREEMENT BETWEEN CITY OF LIVERMORE
AND
LIVERMORE DOWNTOWN INC.**

THIS AGREEMENT, is entered into this _____ day of _____, 2021 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 \$130,000 grant to Recipient for services to be provided to the City in Fiscal Year 2021-22.

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 \$130,000 (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 2021-22.

II. TIME OF PERFORMANCE

Recipient shall provide the Services during the fiscal year period beginning July 1, 2021 and terminating June 30, 2022.

III. PAYMENT

Upon written request by Recipient, the City shall disburse \$130,000 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: Adam Van de Water, Innovation & Economic Development Dir.
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

To Recipient: Attn: Rachael Snedecor, 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, 2022, summarizing the numbers and results of marketing and promotional activities and describing the accomplishments of the Program

during the 2021-22 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*****

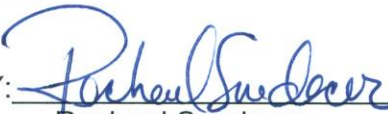
IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Downtown Inc.
A 501(c)3 Non Profit Corporation
"Recipient"

DATED: _____

9/30/2021

BY: _____



Rachael Snedecor
Executive Director

Federal Identification Number:
94-3018777

CITY OF LIVERMORE
A Municipal Corporation
"City"

DATED: _____

BY: _____

Marc Roberts
City Manager

APPROVED AS TO FORM:

ASSISTANT/CITY ATTORNEY

Exhibits:

Exhibit A - Scope of Work

Exhibit B – Insurance Requirements

Scope of Work/Fee for Service Deliverables 2021/2022

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 during Covid Crisis and Covid Recovery.
- 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.

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 identify revenue resources and programs to expand on destination marketing and hospitality support.
- 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) Develop a City asset and Public Space Use Policy guide in collaboration with City of Livermore Staff.
- 9) Manage and expand the Livermore Valley Made Initiative.
- 10) 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.



CITY COUNCIL STAFF REPORT

ITEM NO. 6.1

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Joe Testa, Acting Fire Chief

SUBJECT: Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2021 weed abatement assessments for collection on the County Assessor tax roll.

RECOMMENDED ACTION

Staff recommends City Council consider all protests, and if Council finds appropriate, adopt a resolution overruling protests and confirming the 2021 weed abatement assessments and direct staff to file a certified copy of the assessment report with the County Auditor.

SUMMARY

The Fire Department concluded weed abatement on three (3) parcels in July 2021. As a result, a significant fire hazard in the City has been reduced. A list of parcels abated is Exhibit A to the resolution.

DISCUSSION

Staff provided a schedule to all property owners including abatement timelines, type(s) of work needed based on parcel type, size and locations as well as the administrative costs which are charged when the City performs the abatement.

Invoices for each property abated have been sent to each property owner. In order to avoid the charges being placed on the parcel tax roll, property owners may pay invoices up to 5:00 p.m. on October 11, 2021.

FISCAL AND ADMINISTRATIVE IMPACTS

Total cost of weed abatement work was \$2,307 which includes administrative costs incurred by the City based on Resolution No. 2021-060, which authorized the Fire Department to proceed with the Fire Hazard Abatement Program. The total cost of work is fully recoverable and becomes a special

assessment on the property owner's tax bill.

Administrative costs include staff time to continue monitoring weed and debris hazards, preparation of parcel lists, publication of notices, mailing of letters, and invoices for the work performed. Also included is the cost of updating the parcel databases.

ATTACHMENTS

1. [Resolution](#)
2. [Exhibit A - 2021 Weed Abatement Assessments](#)

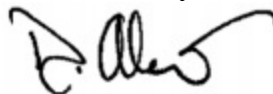
Prepared by: Shin Oh
Office Assistant

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION OVERRULING PROTESTS AND CONFIRMING ASSESSMENTS –
FIRE HAZARD ABATEMENT**

Pursuant to Government Code sections 39560, et seq., the City of Livermore has completed proper notice, hearings, and all required proceedings as described in Resolution Nos. 2021-035 and 2021-060 to abate fire hazards.

On March 22, 2021, the City Council passed and adopted Resolution No. 2021-035 declaring that there exist conditions of growing weeds, accumulated refuse, rubbish or dirt on private property streets, parkways and/or sidewalks adjacent to each parcel of real property described in the resolution, are public nuisances and should be abated.

On April 26, 2021, the City Council adopted Resolution No. 2021-060 which ordered the abatement of public nuisances on the properties described in the resolution and declared that the abatement costs (including administrative costs incurred by the City) are the responsibility of the property owner.

The City Clerk has, within the time required by law, prepared the assessment list for the abated properties identified in Exhibit A and caused it to be posted on or near the Council Chamber door with the time shown when said list shall be submitted to the City Council for confirmation at 7:00 p.m. on October 11, 2021.

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

1. All protests or objections of the property owners, if any, have been overruled by motion.
2. The weed abatement assessments identified in the attached Exhibit A are hereby confirmed, as submitted; and
3. The cost of abating weeds for each property including the administrative costs, shall become an assessment on the property for the unpaid invoiced amount and placed on the County tax roll.

On motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution was passed and adopted on October 11, 2021, by the following vote:

| | |
|----------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

RESOLUTION NO. _____

ATTEST:

Marie Weber
City Clerk

Exhibit A – List of Parcels/Property Owners

APPROVED AS TO FORM:

/s/ Jason Alcala

Jason Alcala
City Attorney

RESOLUTION NO. _____

Notice of Public Hearing October 11, 2021

Weed Abatement Assessments

The City Council will conduct a public hearing to consider and rule on protests on October 11, 2021 at 7:00 p.m. If you have any questions or need assistance prior to the meeting, contact Shin Young Oh at 925-454-2366.

| Parcel # | Property Address | Owner(s) | Mailing Address | Cost of Work | Admin Fee | Total Due |
|---------------|---------------------|---------------------|--|--------------|-----------|-----------|
| 098 021300305 | Elm St | Blanca D Rendon | 1625 Vetta Dr Livermore, CA 94550-6078 | 350.00 | 369.00 | 719.00 |
| 099 001501003 | 2784 Las Positas Rd | Wal Mart Stores Inc | PO Box 8050 MS 055 Bentoville, AR 72712-8055 | 600.00 | 369.00 | 969.00 |
| 098 035005400 | Marylin Ave | Kenneth A TR Kremer | 22093 Redwood Rd Castro Valley, CA 94546 | 250.00 | 369.00 | 619.00 |

| | | | | | | |
|--|--|--|--------------|-----------------|-------------------|-------------------|
| | | | Total | 1,200.00 | \$1,107.00 | \$2,307.00 |
|--|--|--|--------------|-----------------|-------------------|-------------------|

The real property described in Resolution No. 2021-060 has been posted as required by law and the City Clerk has given written notice of the abatement to all persons owning the property described in Resolution No. 2021-060 at least five days prior to the date set for the hearing of objections to the abatement.

Total due is rounded to even cents per County tax rules

Attachment 1



CITY COUNCIL STAFF REPORT

ITEM NO. 6.2

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Douglas Alessio, Assistant City Manager

SUBJECT: 7:05 p.m. - Public hearing in compliance with California Elections Code Section 21607.1 to present redistricting information and an overview of the upcoming redistricting process for public input

RECOMMENDED ACTION

Staff recommends the City Council:

1. Receive a report on the redistricting process and permissible criteria to be considered to redraw City Council election district boundaries; and
2. Conduct a public hearing to receive public input on the redistricting process and permissible criteria (including without limitation district boundaries and composition thereof).

SUMMARY

Every ten years, following the Federal Decennial Census, cities that use district-based election systems must review the boundaries of voting districts and re-adopt new boundaries based on current census data to ensure that the districts remain substantially equal and still protect the rights of members of communities of interest to vote for candidates of their choice. Data from the most recent 2020 census has been evaluated by the City's demographer and current district lines are in compliance with the FAIR MAPS Act. The Council is required to complete the redistricting process and may then choose any alternative that meets the requirements of the Fair Maps Act including readopting the existing district lines. The City of Livermore will host a general election on November 8, 2022. Under state law, public entities with elections in November, 2022 have until April 17, 2022 to adopt district maps that reflects the changes in population indicated in the 2020 census.

DISCUSSION

BACKGROUND

In 2018, the Livermore City Council initiated the process to transition from an at-large to district-based election system to comply with the California Voting Rights Action of 2001. The City enlisted Wagaman

Strategies to provide technical guidance and act as the City's demographer and encouraged the community to provide input throughout the process. On November 26, 2018, the Livermore City Council adopted Ordinance No. 2078, amending [Chapter 2.14](#) to Title 2 of the Livermore Municipal Code, which transitioned the City to a district-based election system and establishing a phased-in schedule. In the November 2020 election, voters participated in the first district based election.

REQUIREMENTS

Since the City Council's transition to district elections, the State has enacted additional laws governing the redistricting process, including AB 1276 as well as AB 849, the California FAIR MAPS Act (Fair and Inclusive Redistricting for Municipalities and Political Subdivisions Act), which sets forth revised redistricting criteria and deadlines for the adoption of new boundaries by the local governing body, hearing procedures that would allow the public to provide input on the placement of boundaries and on proposed boundary map, and specified steps to encourage resident participation in the redistricting process. The following is a summary of meeting and public hearing requirements that must be met as part of the redistricting process:

- Conduct at least four public hearings
 - At least one public hearing shall be held before the drawing of the draft map or maps of the proposed Council boundaries.
 - At least two public hearings shall be held after the drawing of a draft map or maps of the proposed Council boundaries.
 - At least one public hearing or public workshop shall be held on a Saturday, on a Sunday, or after 6:00 p.m. on a weekday Monday- Friday.
- The City must provide information throughout the process to encourage civic engagement from residents and community groups or organizations that serve the community, including those active in minority language communities, and those that have requested information regarding redistricting efforts.
- The City must provide a general explanation of the redistricting process in English and applicable languages, as well as the procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the City Council in English and any applicable language.
- The City must establish and maintain a web page dedicated to redistricting for at least 10 years following the adoption of new district boundaries.

The FAIR MAPS Act also requires the City Council to adopt district boundaries using specific criteria in the following order of priority:

1. To the extent practicable, City Council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.
2. To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents or political candidates.
3. City Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, City Council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.
4. To the extent practicable, and where it does not conflict with the preceding criteria in this

subdivision, City Council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

Data from the most recent 2020 census has been evaluated by the City's demographer and current district lines are in compliance with the FAIR MAPS Act requirements listed above. The Council is required to complete the redistricting process and may then choose any alternative that meets the requirements of the Fair Maps Act including readopting the existing district lines.

PROCESS

The following chart provides a status update and schedule for the City's process in terms of completing redistricting public hearing meeting requirements and deadlines for the 2022 November Election:

| Description | Scheduled Date | Completion Status |
|------------------|-----------------------------|---|
| Public Hearing 1 | 7:05 p.m., October 11, 2021 | This meeting will complete the requirement before the drawing of the draft map(s) |
| Workshop | October 18, 2021 | Pending |
| Public Hearing 2 | January 24, 2022 | Pending - This will meet the requirement of one of two public hearings after the draft map(s) |
| Public Hearing 3 | February 14, 2022 | Pending - This will meet the requirement of one of two public hearings after the draft maps |
| Public Hearing 4 | March 14, 2022 | Pending - This meeting will also meet requirements for public hearing held after the drawing of maps. |

OUTREACH AND COMMUNITY ENGAGEMENT

The City of Livermore has hired professional redistricting consultants, Wagaman Strategies and Tripepi Smith & Associates, to assist with managing the City's redistricting process and ensure overall compliance with data analysis, map creation, website administration, public outreach and timeline and noticing requirements.

Utilizing the City's outreach consultant team, the City will engage in a robust outreach and community engagement campaign to raise awareness regarding the redistricting process through public notices, social media, press releases, public meeting opportunities, public engagement tools, a dedicated redistricting website, and by encouraging community participation. Public inquiries regarding redistricting process can be directed to the City's website at cityoflivermore.net/redistricting, email at redistricting@cityoflivermore.net, at a scheduled public hearing, or through the City Clerk's Office, 1052 S Livermore and (925) 960-4200.

City staff and the consultant outreach and engagement team will continue to leverage various opportunities and public access points to ensure high visibility and transparency throughout the redistricting process.

FISCAL AND ADMINISTRATIVE IMPACTS

The redistricting process requires the City to retain the services of a demographer. The City has also elected to retain the services of Tripepi Smith & Associates to assist with public outreach. The cost of services from Wagaman Strategies shall not exceed \$49,000. The cost of services from Tripepi Smith & Associates shall not exceed \$48,000.

ATTACHMENTS

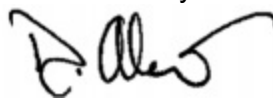
Prepared by: Marie Weber
City Clerk

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director



CITY COUNCIL STAFF REPORT

ITEM NO. 7.1

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding (1) the City's emergency operations in response to that emergency, and (2) regarding a report from the County/City task force on vaccinations.

RECOMMENDED ACTION

An oral report will be given at the meeting.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Christine Martin
Assistant City Manager

Approved by:

A handwritten signature in black ink, appearing to read "Marc Roberts".

Marc Roberts
City Manager

Fiscal Review by:

A handwritten signature in black ink, appearing to read "D. Alessio".

Douglas Alessio
Administrative Services Director



CITY COUNCIL STAFF REPORT

ITEM NO. 7.2

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Douglas Alessio, Assistant City Manager

SUBJECT: Resolution approving the hiring of retired annuitant, Neal Snedecor Jr., Information Technology Manager in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution approving the hiring of retired annuitant, Neal Snedecor Jr., Information Technology Manager in accordance with Government Code section 7522.56 of the Public Employees' Retirement Law.

SUMMARY

The mission of the Information Technology Division to: "provide, manage, and protect the City's data network, servers, desktop PC's, software applications and communication services for City Facilities and employees" is critical to providing ongoing city services. The Information Technology Division Manager announced his retirement and the City has begun searching for a replacement. Hiring the current Information Technology Division Manager, Neal Snedecor Jr., back after retirement as a Special Projects Coordinator will allow for a cohesive transition for the new Information Technology Division Manager as well as provide additional operational support.

DISCUSSION

Neal Snedecor Jr. has served as the Information Technology Division Manager since 2010. His announced retirement, effective December 30, 2021, has the potential to interrupt the continued safe and effective operation of the Information Technology Division and would likely impact citywide operational effectiveness. In accordance with Government Code section 7522.56 of the Public Employees' Retirement Law, and to ensure continuity of operations, staff recommends that City Council adopt a resolution approving the hiring of retired annuitant, Neal Snedecor Jr. as a Special Projects Coordinator absent a 180-day waiting period.

Human Resources already began a robust recruitment to identify a highly qualified staff replacement as soon as the pending retirement was announced. It is hoped that a replacement will be identified, and in

place, by the end of November. Hiring the retired annuitant before they serve a 180-day post retirement waiting period will allow training and knowledge transfer to the new Information Technology Division Manager to mitigate any service disruptions and allow for continuity of critical operations. We anticipate that December is not the optimal transition period due to the large number of holidays and time off of key City staff across the organization. In addition, we had hired a consultant and planned an intensive workshop process to develop the City's first ever Information Technology Master Plan document this past August but postponed that plan when the IT Manager's retirement notice was received. That process is now being scheduled for January and will benefit from having both the newly hired IT Manager and the retired annuitant participate.

Lastly, there is currently another position in the Information Technology Division which has been vacant for more than three months. Human Resources is evaluating the various classifications within the Information Technology Division and will consult with the new IT Manager regarding the structure of the division. Since the Information Technology division has functioned in a lean capacity for some time and will continue to until this process is complete, the hiring of retired annuitant will provide the new IT Manager up to an additional 960 hours of operating support that knows our systems and challenges.

The retiree is not receiving any retirement related incentive, such as a "golden handshake" or any other incentive to retire. CalPERS rules dictate that compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties.

FISCAL AND ADMINISTRATIVE IMPACTS

The Special Projects Coordinator is not a "regular staff position" and there will be no net increase in headcount to make the temporary hire noted above. Retired annuitants are not entitled to any city employment benefits or property rights associated with regular employment. Therefore, the cost of hire is limited to salary only. The fiscal impact to make the temporary hire noted above is roughly \$80,000.

ATTACHMENTS

1. Resolution
2. Exhibit A

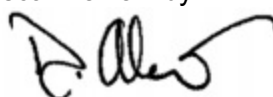
Prepared by: Nancy Dias
Human Resource Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION ADOPTING 180-DAY WAIT PERIOD EXCEPTION TO
HIRE A RETIREE IN ACCORDANCE WITH GOVERNMENT CODE
SECTIONS 7522.56 AND 21224**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council for the City of Livermore must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date: and

WHEREAS, Neal Snedecor Jr., will retire from the City of Livermore in the position of Information Technology Manager, effective December 30, 2021; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 29, 2022, without this certification resolution: and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Livermore, and Neal Snedecor Jr. certify that Neal Snedecor Jr. has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council for the City of Livermore hereby authorizes the appointment of Neal Snedecor Jr. as an extra help retired annuitant to perform the duties of a Special Projects Coordinator for the City of Livermore under Gov. Code section 21224 effective January 3, 2022; and

WHEREAS, the entire employment agreement, contract or appointment document between Neal Snedecor Jr. and the City of Livermore has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$13,619.89 and the hourly equivalent is \$78.58, and the minimum base salary for this position is \$10,895.92 and the hourly equivalent is \$62.86 and

WHEREAS, the hourly rate paid to Neal Snedecor Jr. will be \$76.28; and

WHEREAS, Neal Snedecor Jr. has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

WHEREAS, CalPERS Circular Letter 200-056-021, dated September 13, 2021, contains CalPERS' announcement that Governor Newsom's Executive Order N-21-21 suspends "*Government (Gov.) Code section 7522.56(f), the 180-day break in service requirement, for CalPERS retirees seeking employment as a retired annuitant with a CalPERS employer to ensure adequate staffing*" during the COVID-19 pandemic. However, the scope of the Governor's order and CalPERS announcement remains uncertain, which is why this resolution is being adopted in the ordinary course of business.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Livermore, that it hereby certifies the nature of the appointment of Neal Snedecor Jr., as described herein and detailed in the attached appointment document (Exhibit A), is necessary to fill the critically needed position of Special Projects Coordinator for the City of Livermore by January 3, 2022, because he has specialized skills and knowledge that needs to be transferred to the new Information Technology Division Manager to mitigate any service disruptions and to allow for continuity of critical operations. The City Council finds that failure to place retiree into this temporary position will cause service disruptions citywide.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 11, 2021, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Conditional Offer Letter (personal information redacted for publication)



[date to be inserted after the resolution approving the certification is adopted]

Neal Snedecor

XXXXXXXX **[home address redacted from publication]**

XXXXXXXX

Dear Neal:

Congratulations on your upcoming retirement. You have had a key role in the Information Technology Division. We recognize the need for you to be able to share your knowledge and expertise with the new IT Manager. As such, we appreciate your willingness to return to work as a temporary employee.

We are pleased to extend you a Conditional offer of temporary employment as a Special Projects Coordinator in the Information Technology Division of the Administrative Services Department effective January 3, 2022. This conditional offer of employment is contingent upon the successful completion of the City's backgrounding process, which includes Livescan fingerprinting. Your salary will be \$76.28 per hour and you will be limited to working 960 hours in a fiscal year.

You will work with the new IT Manager to explain our network layout, the phone system, and the development of the IT Master plan.

Please contact us Human Resources if you have any additional questions at (925) 960-4100.

Sincerely,

Douglas Alessio
Assistant City Manager



CITY COUNCIL STAFF REPORT

ITEM NO. 7.3

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Adam Van de Water, Innovation and Economic Development Director

SUBJECT: Public meeting to receive testimony on the formation of the Livermore Valley Wine Heritage District.

RECOMMENDED ACTION

Staff recommends the City Council open the public meeting and receive testimony.

SUMMARY

On September 13, 2021, the City Council approved a Resolution of Intent to Form a Wine Heritage District in the Livermore Valley. Per the Property and Business Improvement District Law of 1994, the lead agency (the City of Livermore) must hold a public meeting at least 10 days after September 13, 2021, and at least seven days prior to a final public hearing and adoption of a Resolution of Formation. This final public hearing is scheduled for November 8, 2021.

DISCUSSION

Wine Heritage Districts (WHDs) are an evolution of the traditional Business Improvement District (BID) which allow business owners to organize their efforts to increase sales and promotional efforts. Business owners within the district fund a BID, and those funds are used to provide services that the businesses desire and benefit the businesses within the district.

The Livermore Valley Wine Heritage District (LVWHD) is a benefit assessment district proposed to create a revenue source to help fund marketing and brand awareness, community and industry advocacy, quality enhancement and education, and professional development and education efforts to market assessed wineries in Livermore Valley. This approach has been used successfully in other destination areas across the country to provide the benefit of driving increased business sales directly to payors. The LVWHD wineries located within the boundaries of the Counties of Alameda, and Contra Costa, and the cities of Danville, Livermore, and Dublin.

Formation of the LVWHD requires consent from the two counties and other cities within the affected area as well as a public meeting and public hearing before the Council can take final action. The adopted

Resolution of Intent to Form established dates for these public meetings and hearings, the first of which is October 11, 2021.

Following the October 11 public meeting, a Final Public Hearing will be held on November 8, 2021. If written protests are received from the owners of wineries in the established LVWHD which will pay more than fifty percent (50%) of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such wineries shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

If the Council, following the November 8, 2021, Final Public Hearing, decides to establish the LVWHD, the Council shall adopt a resolution of formation.

FISCAL AND ADMINISTRATIVE IMPACTS

The City of Livermore shall retain two percent of the assessment collected and will use these funds to hire HdL Companies to collect and remit funding to LVWA. Because the LVWHD programs are intended to increase winery sales revenue for Livermore Valley wineries within the LVWHD, there may be a modest increase in sales tax collections.

ATTACHMENTS

1. Resolution No. 2021-158

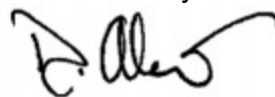
Prepared by: Brandon Cardwell
Senior Management Analyst

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION DECLARING ITS INTENTION TO ESTABLISH THE LIVERMORE VALLEY WINE HERITAGE DISTRICT (LVWHD) AND FIXING THE TIME AND PLACE OF A PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF
RESOLUTION NO. 2021-158**

The Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to establish business improvement districts for the purposes of improving the economic activity within a particular geographic area.

The Livermore Valley Winegrowers Association (LVWA), winery owners, and representatives from the City of Livermore have met to consider the formation of the LVWHD.

LVWA has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the LVWHD, a service plan and budget, and a proposed means of governance.

Wineries who will pay more than fifty percent (50%) of the assessment under the LVWHD have petitioned the City Council to establish the LVWHD and the California Department of Tax and Fee Administration has certified that the petitioners represent more than fifty percent of the assessment by gross sales.

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

1. The recitals set forth herein are true and correct.
2. The City Council finds that wineries that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the formation of the LVWHD. The City Council accepts the petitions and adopts this Resolution of Intention to establish the LVWHD and to levy an assessment on certain wineries within the LVWHD boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The City Council finds that the Plan satisfies all requirements of Streets and Highways Code § 36622.
4. The City Council declares its intention to establish the LVWHD and to levy and collect assessments on all wineries within the LVWHD boundaries pursuant to the Property and Business Improvement District Law of 1994. The proposed assessment will be levied on business owners.

5. The LVWHD shall include all wineries located within the boundaries of the Counties of Alameda, and Contra Costa, and the cities of Livermore and Dublin, and the Town of Danville.

6. The name of the district shall be Livermore Valley Wine Heritage District (LVWHD).

7. The annual assessment rate is two percent (2%) of gross sales revenue on winery sales. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California.

8. The assessments levied for the LVWHD shall be applied toward marketing & brand awareness, community & industry advocacy, quality enhancement & education, and professional development & education efforts to market assessed wineries in Livermore Valley to increase winery sales revenue. Funds remaining at the end of any year may be used in subsequent years in which LVWHD assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.

9. The established LVWHD will have a five (5) year term, beginning July 1, 2021, and ending on June 30, 2026, unless renewed pursuant to Streets and Highways Code § 36660.

10. Bonds shall not be issued.

11. The time and place for the public meeting to hear testimony on establishing the LVWHD and levying assessments are set for October 11, 2021, at 7:00 PM, or as soon thereafter as the matter may be heard, at Livermore Civic Center Meeting Hall, located at 1016 S. Livermore Ave, Livermore, CA 94550.

12. The time and place for the public hearing to establish the LVWHD and the levy of assessments are set for November 8, 2021, at 7:00 PM, or as soon thereafter as the matter may be heard, at the Livermore Civic Center Meeting Hall, located at 1016 S. Livermore Ave, Livermore, CA 94550. The City Clerk is directed to provide written notice to the wineries subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623.

13. At the public meeting and hearing the testimony of all interested persons for or against the formation of the LVWHD may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the wineries within the established LVWHD that will pay more than fifty percent (50%) of the estimated total assessment of the entire LVWHD, no further proceedings to establish the LVWHD shall occur for a period of one (1) year.


14. The complete Plan is on file with the City Clerk and may be reviewed upon request.

15. This resolution shall take effect immediately upon its adoption by the City Council.


On motion of Vice Mayor Munro, seconded by Council Member Bonanno, the foregoing resolution was passed and adopted on September 13, 2021, by the following vote:

AYES: Council Members Bonanno, Carling, Kiick, Vice Mayor Munro, and Mayor Woerner
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

DocuSigned by:

803704826BC448B...
Marie Weber
City Clerk
9/17/2021 | 5:10 PM PDT

APPROVED AS TO FORM:

DocuSigned by:

DEECF7894482A9E
Kelly J. Trujillo
Assistant City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 7.4

DATE: October 11, 2021

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Update on the FY 2021-23 City Council Goals and Priorities and Equity and Inclusion workplan.

RECOMMENDED ACTION

Staff recommends that City Council receive an update on the FY 2021-23 Goals and Priorities and Equity and Inclusion workplan.

SUMMARY

On March 1, 2021, the City Council held a workshop to refine its goals and priorities for FY 2021-23 and provide direction regarding the development of a two-year work plan. The FY 2021-23 Goals and Priorities and work plan were approved by Council on May 10, 2021. This report presents the first update on the FY 2021-23 Goals and Priorities.

On July 26, 2021, the City Council received a report on the work of the Equity and Inclusion Subcommittee and adopted the Subcommittee's recommendations. This report presents an update on the implementation status of those recommendations.

DISCUSSION

Goals and Priorities Update

Every two years, a Council Goals and Priorities Workshop is held to identify, discuss, and prioritize key issues that will be addressed over a two-year period. Based on direction received at the workshop, a report outlining Council goals and priorities, including a list of action items, is brought forward to Council for consideration as part of the two-year budget adoption process.

On May 10, 2021, Council approved five core goals and priorities and their associate work plans. The approved FY 2021-23 goals are listed below:

- 1. Asset Management and Stormwater.** *Establish a comprehensive Asset Management Program with*

a focus on stormwater, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.

2. Downtown. *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

3. General Plan Update. *Engage in a comprehensive General Plan Update, including the Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life*

4. Homelessness and Affordable Housing. *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing projects.*

5. Modernization, Training, and Workplace Enhancements. *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Throughout the year, periodic goal implementation updates are presented to Council. The attached FY 2021-23 City Council Priorities Report summarizes recent accomplishments in each of the priority areas.

Equity and Inclusion Update

On July 26, 2021, the City Council received a report on the work of the Equity and Inclusion Subcommittee and adopted the Subcommittee's recommendations. The recommendations are attached. Since July, staff has been developing the full work programs to implement the ten recommendations. In addition, we have accomplished the following tasks.

1. Police Department mental health clinician ride along pilot program:
 - Staff met with neighboring agencies to explore partnership opportunities,
 - Staff is working to create a job description for the clinician position,
 - Staff is conducting research to see how other agencies are deploying this type of resource and, and
 - Staff is working on a funding plan.
2. Police Chief's advisory group:
 - Staff invited the Equity and Inclusion Policing subgroup members to participate in establishing this group, and
 - Staff is planning the first meeting in October to establish a meeting schedule and receive an update on the Data Project (initiated as a part of the Subcommittee's objectives).

The Council will receive an update on the equity and inclusion work programs with the next Goals and Priorities update in April 2022.

FISCAL AND ADMINISTRATIVE IMPACTS

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

ATTACHMENTS

1. FY 2021-23 Goals and Priorities Report
2. Equity and Inclusion Subcommittee Recommendations

Prepared by: Christine Martin
Assistant City Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

| 1. | Asset Management Program: Community Engagement | Status Update | Estimated Completion | Lead |
|----|---|--|----------------------|----------|
| | A) Work with the Community Asset Management (CAMP) Committee to obtain input on proposed management strategies, prioritization options, and public outreach efforts. | Four CAMP Outreach meetings held since May 2021. Members provided input on upcoming outreach tools including asset fact sheets and stakeholder presentations. The committee also hosted a joint meeting with the Climate Action Plan Committee to discuss the interconnectedness of infrastructure and climate change. | Winter 2022-23 | PW |
| | B) Develop a public education and engagement program to foster a sense of ownership and shared responsibility among residents, businesses, and property owners for the ongoing maintenance, renewal, and replacement of infrastructure. | Developed a stakeholder presentation, script, and coaching session for a “Community Connections Campaign” to discuss the Asset Management Program. In August and September presented to the Chamber of Commerce and Sierra Club, with more presentations scheduled over the next few months. | Winter 2022-23 | PW |
| | C) Continue to partner with Zone 7, City of Pleasanton, City of Dublin and LARPD in the Living Arroyos Program and Adopt a Creek Spot programs to engage the public in creek restoration and trash clean-up projects. | The City of Dublin has recently joined the Living Arroyos program. City staff are actively working with LARPD and Zone 7 to resume Living Arroyos in-person events. | Ongoing | CDD / PW |
| | D) Complete annual reports to maintain Federal Emergency Management Agency Community Rating System Class 6 rating so property owners continue to receive a 20% discount on flood insurance through the National Flood Insurance Program. | Annual Report completed in July 2021. | Ongoing | CDD |

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

| 2. | Asset Management Program: Asset Data Collection and Analysis | Status Update | Estimated Completion | Lead |
|----|--|--|----------------------|------|
| ✓ | A) Migrate asset data into NEXGEN, the enterprise asset and workorder management software, and develop a user training program. | Developed workflow and business practices, migrated asset data, and developed a training program for all maintenance staff. Transitioned to NEXGEN software in September 2021. | Completed | PW |
| | B) Collect real-time maintenance, rehabilitation and replacement data and continually update the work management software and GIS system. Continue to improve asset data, identify missing data, and develop plan for future data collection efforts. | Refined existing asset data, and identified and prioritized asset data gaps. Deployed mobile devices to traffic signal field staff to collect real-time asset data. Additional mobile devices will be deployed as they are procured. | Fall 2022 | PW |
| | C) Utilize risk-based criteria to prioritize infrastructure repair and replacement and refine management strategy options. Provide real-time tools for data analysis to help with project and budget decisions. | Utilized risk-based asset data to select projects for the FY 2021-23 Capital Improvement Program. Staff will continue to use this data driven approach to select future capital projects and recommend policy options. | Winter 2021-22 | PW |
| | D) Develop a training program and train staff to use NEXGEN Asset Management software. | Implemented a multi-week training program for all maintenance staff (virtual and in-person). Additional training will be required on mobile device real-time asset data collection. | Winter 2021-22 | PW |

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

| 3. | Stormwater Management | | | |
|----|--|---|-------------|----------|
| | A) Develop a comprehensive Stormwater Management Program. | A preliminary Stormwater Management Program has been developed identifying current and anticipated staff roles across divisions. | Summer 2022 | PW |
| | B) Complete a condition assessment to better understand the current condition of the storm drain system (inlets, pipes, manholes, etc.) and the reliability of current asset properties (pipe material, inlet configuration, etc.). | A contract has been awarded for this work. Staff held the kickoff meeting in July 2021, and soon after completed the first workshop to review operations and maintenance history. | Summer 2022 | PW |
| | C) Participate in inter-governmental coordination and advocacy efforts to address regional and localized flood management practices and projects. | The City continues to participate in Bay Area Flood Protection Agency Association meetings to engage with regional flood management and advocacy efforts. The City is awaiting opportunities to engage as a stakeholder with Zone 7 as part of their Flood Management Plan update process. This process will help determine future CIP projects on Tri-Valley creeks and waterways, as well as potential policy changes in Zone 7's creek acquisition policies. | Ongoing | CDD / PW |
| | D) Conduct a public education campaign. Portions of this task will be completed in conjunction with Asset Management item 1B. | WRD staff have provided information to the CAMP committee on the stormwater system at two meetings. | Spring 2023 | PW |
| | E) Stream Maintenance Program. Utilize the Stream Maintenance Program to repair storm damage and maintain creeks, outfalls and infrastructure in creeks. | | | |

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

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|-----------|--|---|-----------------------------|-------------|
| ✓ | 1. Complete annual notifications (quantitative assessments biological assessment, cultural assessment, soil analysis, description of work, environmental impacts and mitigation) | The 2021 Annual Notification was submitted in preparation for stream maintenance projects to be implemented this Fall. | Completed | PW |
| | 2. Renew RWQCB Permit | | Summer 2022 | PW |
| | 3. Complete creation of creek inspection tool and integrate into existing workflows. | An initial creek inspection tool has been created and beta-tested in the field. Staff and consultants are working to integrate this tool with the new NexGen and GIS systems. | Summer 2022 | PW |
| | F) Present the costs and benefits of completing a Habitat Conservation Plan (HCP) grant application to the City Council. | | Summer 2021 | CDD |
| | G) Identify missing stormwater asset data and develop a plan for future data collection efforts. | This task has been integrated with the Stormwater Asset Condition Assessment Project (Item 3B). | Summer 2022 | PW / CDD |
| | H) Update the City's Stormwater Master Plan. | Draft report under review. | Fall 2021 | PW |
| ✓ | I) Complete mid-term update of the Tri-Valley Hazard Mitigation Plan. | Completed through coordination with our regional partners in July 2021. | Completed | CDD |
| 4. | Fiscal Sustainability | Status Update | Estimated Completion | Lead |
| | A) Create an Asset Management Fund to meet the program's financial | The Infrastructure Repair and Replacement Reserve fund is currently at \$10 million. Work on a policy will be | Spring 2022 | ASD / PW |

GOAL – ASSET MANAGEMENT AND STORMWATER: *Establish and maintain comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

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|--|--|--|-------------|----------|
| | needs for future asset rehabilitation, replacement, and/or divestment. | informed by asset management community outreach, asset identification, and management strategies established by Council in the coming two years. | | |
| | B) Complete a cost of service study using the outcome of the storm drain condition assessment project (3A) and existing information on stream management. | | Spring 2023 | PW |
| | C) Develop a proposed Municipal Code amendment to increase the Urban Runoff Fee. | | Summer 2023 | PW / CAO |
| | D) Explore new revenue sources for asset management and stormwater management such as grants, tax measures, etc. | | Summer 2023 | PW |

GOAL – DOWNTOWN: *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

Action Items

| 1. | Hotel and Public Infrastructure | Status Update | Estimated Completion | Lead |
|----|--|--|--|-------------------|
| | A) Work with Presidio to bring an updated Development Agreement to City Council for review, including updated parking information and a revised schedule of performance | | Fall 2021 | CDD |
| | B) Council review and approval of updated entitlements for Downtown hotel | | Summer 2022 | CDD |
| | D) Hotel and Public Infrastructure begins construction | | Fall 2023 | CDD |
| | E) Hotel opens for business | | Winter 2024-25 | CDD |
| 3. | Parking and Circulation | Status Update | Estimated Completion | Lead |
| ✓ | A) I-Street Garage 1. Begin construction 2. Complete construction | Construction began on April 12, 2021 and is on schedule for completion in Spring 2022. | Completed Spring 2022 | CDD CDD |
| | B) L Street Garage 1. Complete design 2. Start construction 3. Complete construction | Design work started on the L Street Garage in August 2021. | Winter 2021-22 Fall 2022 Fall 2023 | CDD CDD CDD |
| | C) K Street Extension and Walkway | Temporary paving will be completed as part of the Eden Housing Project. Final stamped concrete and | | |

GOAL – DOWNTOWN: *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

Action Items

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|-----------|---|--|--|---|
| | <ol style="list-style-type: none"> 1. Start construction 2. Complete construction | walkway amenities will be constructed after the Science Center and Black Box Theater are completed. | <p>Summer 2022</p> <p>Summer 2023</p> | <p>CDD</p> <p>CDD</p> |
| 4. | Downtown Core Implementation | Status Update | Estimated Completion | Lead |
| ✓ | A) Veterans Park <ol style="list-style-type: none"> 1. Conduct Veterans Park design public outreach 2. City Council review and approval of Veterans Park design 3. Start construction 4. Complete construction | <p>On July 12, 2021, the City Council adopted a Resolution authorizing execution of an agreement with RRM Design Group to conduct public outreach and design and assist in construction administration of Veterans Park. Staff and RRM completed stakeholder engagement in mid-September.</p> <p>Coordinating with construction schedule for Eden Housing.</p> | <p>Completed</p> <p>Winter 2021-22</p> <p>Spring 2023</p> <p>Summer 2024</p> | <p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p> |
| | B) Commercial Uses <ol style="list-style-type: none"> 1. Review and approval of entitlement plans for Madden commercial buildings 2. Start construction of commercial buildings | <p>On August 20, 2021, staff reviewed preliminary concept plans and provided comments back to Red Bear Inc. project team. Staff anticipates submission of formal Downtown Design Review application in early Fall 2021.</p> | <p>Fall 2021</p> <p>Summer 2022</p> | <p>CDD</p> <p>CDD</p> |

GOAL – DOWNTOWN: *Enhance the City’s vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

Action Items

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|---|---|---|-----------------------------------|---------|
| | 3. Open for business | | Summer 2023 | CDD |
| | C) Black Box Theater 1. City Council consideration of Development and Disposition Agreement | | Winter 2021-22 | CDD/CMO |
| ✓ | D) Quest Science and Society Center 1. Review and approval of Quest interim educational demonstration area | In summer 2021, staff approved a License Agreement with Quest Science Center to operate the interim educational demonstration area. The interim educational demonstration area was constructed and opened for events in August 2021. | Completed | CDD/CMO |
| | E) Trash Enclosure in surface parking lot behind the First Street Alehouse 1. Complete design 2. Complete construction | Staff is finalizing the design of a trash enclosure that will be located in the surface parking lot behind the First Street Alehouse. Staff is coordinating the final design with the adjacent businesses and Livermore Sanitation. | Winter 2021-22 Summer 2022 | CDD |
| | F) Electric vehicle fast chargers in surface parking lot behind First Street Alehouse 1. Finalize lease agreement 2. Complete construction | Staff is working on a lease agreement with East Bay Community Energy Authority which will allow them to construct, operate, and maintain fast chargers for electric vehicles in the surface parking lot behind the First Street Alehouse. | Winter 2021-22 Fall 2022 | CDD |

GOAL – DOWNTOWN: *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*

Action Items

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|-----------|--|--|---|-----------------------|
| ✓ | G) Eden Housing Project 1. Entitlement review 2. Start construction 3. Complete construction | On May 25, 2021 the City Council adopted Resolutions approving the project. Delayed pending litigation. | Completed Spring 2023 Summer 2024 | CDD CDD CDD |
| 5. | Additional Downtown Enhancements | Status Update | Estimated Completion | Lead |
| | A) Enhanced lighting to eliminate dark spots and to improve safety in the Downtown Core | | Fall 2021 | CDD |
| | B) First Street Streetscape (Legacy Project) completion | Work has commenced. | Winter 2021-22 | CDD |
| | C) Paseos 1. Acquire eastern paseo 2. Construct western paseo | | Winter 2021-22 Summer 2023 | CDD CDD |
| 6. | Livermorium Plaza | Status Update | Estimated Completion | Lead |
| ✓ | 1. Start construction 2. Complete construction | Construction began July 12, 2021, and is on schedule for completion in Winter of 2021-22. | Completed Winter 2021-22 | CDD |

GOAL – General Plan Update: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

| 1. | Project Team Formation | Status Update | Estimated Completion | Lead |
|----|--|---|----------------------|------|
| ✓ | A) Prepare project scope and budget and enter into a contract with PlaceWorks. | On June 28, 2021, the City Council adopted a Resolution approving a Professional Services Agreement with Placeworks to update the Livermore General Plan and Housing Element and authorizing the formation of a Citizens Advisory Committee. | Completed | CDD |
| 2. | Steering / Advisory Committee | Status Update | Estimated Completion | Lead |
| ✓ | A) Seek Council authorization to form a Citizens' Advisory Committee and present recommendations for selection criteria, bylaws, and rules of procedure. | On July 26, 2021, the City Council adopted a Resolution establishing the General Plan Advisory Committee Rules of Procedure. On September 13, Council approved the Committee selection process. Committee interviews and selection will occur on September 28, 30, and October 7. | Completed | CDD |
| | B) Educate the Advisory Committee on rules of procedure, planning concepts, general plan law and required elements, and technical information and obtain Committee feedback on various plan components alternatives, and policies. | | Winter 2023-24 | CDD |
| 3. | Existing Conditions Analysis | Status Update | Estimated Completion | Lead |
| | A) Evaluate existing policies and planning documents, current laws and regulations, land use patterns. | | Fall 2021 | CDD |

GOAL – General Plan Update: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

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|-----------|--|--|--------------------------------------|----------------|
| | B) General Plan and EIR Topics <ol style="list-style-type: none"> 1. Prepare an existing conditions report on all General Plan and EIR topics. 2. Prepare white papers to serve as a foundation for a range of alternatives the Council, Planning Commission, Advisory Committee, and the community could consider to address key issues and future trends. | | Winter 2021-22 Winter 2021-22 | CDD CDD |
| | C) Present existing conditions report and white paper topics to Advisory Committee, Planning Commission, and City Council for direction and feedback. | | Winter 2021-22 | CDD |
| 4. | Community Engagement | Status Update | Estimated Completion | Lead |
| | A) Develop a Community Participation Plan to identify outreach and engagement channels and strategies, stakeholder and focus groups, pop-up events, workshops, and open houses. The Plan will outline a schedule for various engagement events and activities at key milestones in the planning process. | Staff is reviewing a draft Equity and Inclusion Plan, which the strategy for engaging with the community throughout the General Plan Update. | Fall 2021 | CDD |
| | B) Develop and manage a project website and a variety of online engagement tools. | The website is live and staff and PlaceWorks are developing online engagement tools. | Fall 2021 | CDD |

GOAL – General Plan Update: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

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|-----------|--|--|--------------------------------|----------------|
| | C) Prepare outreach materials (e.g., flyers, posters, press releases, newsletters, FAQs, social media posts, e-blasts, videos, Downtown kiosk display). | Staff and PlaceWorks continue to produce outreach materials, videos, posters, press releases, etc. New material will be produced on an ongoing basis. | Ongoing | CDD |
| | D) Conduct visioning workshops with community and focus groups. | The first Visioning workshop (virtual) took place on September 23, 2021. Staff and PlaceWorks have been engaging the community at Farmers Markets, Marilyn Avenue Food Pantry, and other venues and will continue to do so throughout the Visioning process. | Winter 2021-22 | CDD |
| 5. | Alternatives Development and Evaluation | Status Update | Estimated Completion | Lead |
| | A) Focus Areas and Infill Sites <ol style="list-style-type: none"> 1. Identify potential focus areas and infill sites (that also correspond to Housing Element site inventory); and confirm focus areas with Advisory Committee and community. 2. Within each focus area/infill site, develop alternatives and evaluate each alternative's performance. | | Summer 2022 Summer 2022 | CDD CDD |
| | B) Land use and circulation alternatives <ol style="list-style-type: none"> 1. Develop a series of land use and circulation alternatives for General Plan Area and Focus Areas (including Housing Element | | Summer 2022 | CDD |

GOAL – General Plan Update: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

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|-----------|---|----------------------|-----------------------------|-------------|
| | inventory sites) based on visioning, goals setting, community input, Committee comments, and Council direction. | | | |
| | 2. Present to the community and facilitate Advisory Committee meetings to review draft alternatives. | | Summer 2022 | CDD |
| | 3. Present Committee and community feedback to Planning Commission. | | Summer 2022 | CDD |
| | 4. Present to City Council. | | Fall 2022 | CDD |
| | 5. Create a preferred alternative based on Council direction and community input. | | Fall 2022 | CDD |
| 6. | Policy Development and Evaluation | Status Update | Estimated Completion | Lead |
| | A) Evaluate existing policies and prepare policy framework options to address new state requirements and to achieve the preferred alternative. | | Fall 2022 | CDD |
| | B) Draft new goals, objectives, policies, and actions needed to address elements of the general plan and City priorities. | | Winter 2022-23 | CDD |
| | C) 1. Receive input from staff and the Advisory Committee. | | Spring 2023 | CDD |

GOAL – General Plan Update: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

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|-----------|---|----------------------|-----------------------------|-------------|
| | 2. Present draft policies to Planning Commission. | | Spring 2023 | CDD |
| | 3. Present draft policies to City Council. | | Spring 2023 | CDD |
| 7. | General Plan Document Preparation | Status Update | Estimated Completion | Lead |
| | A) Prepare a General Plan outline and document format and select a design option. | | Spring 2023 | CDD |
| | B) Prepare an Administrative Draft General Plan. | | Spring 2023 | CDD |
| | C) 1. Prepare a Public Review Draft General Plan. 2. Present Public Review Draft to Advisory Committee and community. | | Summer 2023 Summer 2023 | CDD CDD |
| | D) 1. Present the Draft General Plan to the Planning Commission. 2. Present the Draft General Plan to City Council. | | Fall 2023 Fall 2023 | CDD CDD |
| | E) Prepare the Final General Plan document. | | Fall 2023 | CDD |
| | F) Create and launch an online General Plan to provide greater transparency and accessibility. | | Winter 2023-24 | CDD/ASD |

GOAL – General Plan Update: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

| 8. | Housing Element | Status Update | Estimated Completion | Lead |
|----|---|---------------|----------------------------|----------------|
| | A) Meet with community organizations, service providers, and key stakeholders to seek input on policy issues and understand local housing needs. | | Fall 2021 | CDD |
| | B) Conduct various assessments and analyses that pertain to the Housing Element. | | Spring 2022 | CDD |
| | B) Update Housing Element goals, policies, and quantified objectives based on the various housing assessments and community input. | | Summer 2022 | CDD |
| | C) Prepare an Administrative Draft Housing Element and corresponding CEQA document. | | Fall 2022 | CDD |
| | D) Draft Housing Element and CEQA document. 1. Present public review draft of the Housing Element and CEQA document to Advisory Committee. 2. Present public review draft of the Housing Element and CEQA document to Planning Commission. | | Fall 2022 Fall 2022 | CDD CDD |

GOAL – General Plan Update: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

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|----|---|----------------------|-----------------------------|------------------------|
| | 3. Present public review draft of the Housing Element and CEQA document to City Council. | | Fall 2022 | CDD |
| | E) Prepare the Final Housing Element document. | | Fall 2022 | CDD |
| | F) Submit the Final Housing Element to the State Housing and Community Development Department for review and certification. | | Winter 2022-23 | CDD |
| 9. | Environmental Impact Report | Status Update | Estimated Completion | Lead |
| | A) 1. Prepare Draft and Final Notice of Preparation (NOP) including project description and EIR/Plan development process. 2. Conduct public Scoping Meeting commencing the EIR preparation process and receive initial community input on topics that should be covered in the evaluation of the General Plan Update. | | Fall 2022 Fall 2022 | CDD/CAO CDD/CAO |
| | B) 1. Prepare the Administrative Draft EIR based on the existing conditions report, alternatives, and technical analysis (traffic modeling, air quality, biological, etc.). | | Summer 2023 | CDD/CAO |

GOAL – General Plan Update: *Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.*

Action Items

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|-----------|---|--|-------------|---------|
| | 2. Prepare a Mitigation Monitoring and Reporting Program. | | Summer 2023 | CDD/CAO |
| C) | 1. Prepare the Public Draft EIR for public review and comment. | | Summer 2023 | CDD |
| | 2. Prepare and publish Notice of Availability. | | Fall 2023 | CDD |
| | 3. Conduct a community meeting. | | Fall 2023 | CDD |
| D) | Draft EIR | | | |
| | 1. Prepare the Draft EIR for adoption at public hearing including a summary and response to public comments received. | | Fall 2023 | CDD |
| | 2. Present the Draft EIR to Planning Commission. | | Fall 2023 | CDD |
| | 3. Present the Draft EIR to City Council for adoption along with the General Plan. | | Fall 2023 | CDD |
| E) | Prepare Draft and Final Notice of Completion (NOC). | | Fall 2023 | CDD |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

| 1. | Homeless Strategic Framework | Status Update | Estimated Completion | Lead |
|----|---|--|----------------------|------|
| | A) Council Subcommittee on Homelessness 1. Work with Council Subcommittee on Homelessness to meet Strategic Framework goals for short- medium- and long-term strategies and funding sustainability. | <p>The Subcommittee on Homelessness held its fifth community meeting in April, where City partners shared information about the housing services they provide and staff provided an update on affordable housing projects with units designated for people experiencing homelessness.</p> <p>In July, staff met with the Subcommittee to discuss potential California Homekey program opportunities to meet the Subcommittee's short-medium-and long term goals.</p> | Summer 2021 | CDD |
| | 2. Conduct Subcommittee meetings to receive community input and identify long-term solutions to recommend to Council. | | Winter 2021-22 | CDD |
| | 3. Work with the Subcommittee to identify additional sources of financing for the continued operation of Council approved crisis intervention services, trash service, biohazard service, and storage. | <p>The State budget has specific funding available to address homelessness related services including crisis intervention and trash and bio-hazard services. The State is developing program guidelines prior to releasing the funds to the County.</p> <p>.</p> | Winter 2021-22 | CDD |
| | B) Regional Advocacy 1. Work with the cities of Dublin and Pleasanton to secure future funds. | <p>Staff from Livermore, Dublin and Pleasanton regularly meet with the County to identify County, State and Federal resources. The State budget included \$12 billion in homelessness funds that will funnel through the County to cities and regions.</p> | Ongoing | CDD |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|---|--|--|----------------|-----|
| ✓ | 2. Secure State and/or Alameda County Homeless Housing Assistance Program Funds (HHAP) funds. | The County is developing a process to release HHAP funds to those cities and regions in their vendor pool. Livermore is the only Tri-Valley City in the County's vendor pool and will administer HHAP funds for the City and region. Additionally, staff released a Request for Information in August to solicit partners and projects for the Homekey program, which is the State of California's largest homelessness investment, to date. Based on those responses, City Council will consider a potential Homekey application in Winter 2021. | Winter 2021-22 | CDD |
| | 3. Identify Federal, State and County funds to address Homelessness. | The State budget included \$12 billion in new homelessness funding. Program guidelines are still be developed by the State prior to the funding being released. Housing and Homelessness funding through the County's voter approved Measure W is still in litigation. No indication when the funds will be released. | Winter 2021-22 | CDD |
| | 4. Work with Alameda County to identify and implement a Project Roomkey/Safer Ground Hotel. | Livermore Safer Ground hotel officially closed on July 31 st . All Livermore participants were either placed into housing units or transferred to another County hotel participating in the program. | Completed | CDD |
| ✓ | C) Nonprofit Service Provider Capacity Building 1. Assist providers with identifying and leveraging local funds. | Staff helped nonprofit partners identify and apply for federal funds that could leverage City funding for housing and human services, such as the Federal Eviction Prevention Program. | Completed | CDD |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|-----------|--|--|-------------|----------|
| | 2. Provide office space at the Multi-Service Center for CityServe. | Construction at the Multi-Service Center is underway, which will expand Cityserve's presence at this location and support existing health and human services providers | Fall 2021 | CDD |
| D) | Social Opportunity Endowment (SOE) Fund | | | |
| | 1. Work to evaluate and increase funding into the SOE fund. | | Fall 2021 | CDD |
| | 2. Work to secure new SOE funding opportunities from developments in the Isabel Neighborhood Specific Plan. | | Fall 2021 | CDD/OIED |
| E) | Human Services Facility Fee | | | |
| | 1. Work with consultant to revise fee calculation methodology to include community rooms, multi-service resource centers, shelters, etc. | | Summer 2022 | CDD |
| | 2. Work with consultant to evaluate fee methodology for residential and commercial developments. | | Fall 2022 | CDD |
| F) | Local Agency Coordination | | | |
| | 1. Coordinate a quarterly meeting with Zone 7, Caltrans, East Bay Regional Parks District, and LARPD. | In June 2021, the City partnered with Caltrans and local service providers to conduct a clean-up operation on the encampment located on private property and CalTrans property in and around the Walmart area. About 20 residents in the area relocated and five accepted assistance. Approximately 40 tons of garbage and hazardous waste was collected and disposed. | Ongoing | CDD |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|----|---|--|-----------------------------|-------------|
| | 2. Identify and coordinate resources for encampment issues. | In September, the City partnered with Caltrans and local providers to conduct a clean-up operation near the E Airway/Portola area. Five residents in the area were relocated and offered hotel vouchers. | Ongoing | CDD |
| | 3. Coordinate resources with the business community. | Staff continues to work with local agency partners, service providers and local businesses on coordinated response, including vegetation removal. | Winter 2021-22 | CDD |
| ✓ | G) Rental Assistance Program 1. Work with County to secure additional funding for development of a rental assistance program to address the needs of persons facing eviction due to the pandemic. | As of September, \$462,330 in federal COVID-19 rent relief funds have been disbursed to Livermore tenants. | Completed | CDD |
| ✓ | 2. Identify service providers and housing counselors who will provide necessary tenant based services. | The City is contracting with Cityserve to help Livermore residents access these funds. City is disseminating information about the program. | Completed | CDD |
| | 3. Provide outreach and marketing to identify those in need of program services. | | Spring 2022 | CDD |
| 2. | Development of Affordable Multifamily Projects | Status Update | Estimated Completion | Lead |
| | A) Avance (formerly Sunflower Hill) 1. Monitor construction of Avance. 2. Complete project construction. | The project is under construction and expected to be completed by Summer 2022. | Spring 2021 Summer 2022 | CDD CDD |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|---|--|---|--|--------------------------------------|
| | 3. Work with the Livermore Housing Authority to secure project based vouchers. | | Summer 2022 | CDD |
| | 4. Work with MidPen on identifying tenants for the project. | | Fall 2022 | CDD |
| ✓ | B) Chestnut Family 1. Assist with the Grand Opening for Chestnut Family Project. | The Grand Opening event for Chestnut Square Family took place on Friday, August 20 th , celebrating the completion of 42 affordable homes for families and formerly unhoused households. This was the final phase of an intergenerational community in Livermore, with the 72-unit affordable Chestnut Square Senior apartments next door. | Completed | CDD |
| ✓ | C) Interfaith Housing/Pacific Avenue 1. Work with Interfaith Housing to finalize plans for a senior affordable rental project. 2. Secure project entitlements. 3. Identify and secure sources of outside funding for site development. 4. Begin construction. | On September 13, the Council approved the Development, Disposition, and Loan Agreement (DDLA) for the project. The DDLA provides the necessary site control that enables the project to be competitive for future funding applications such as the No Place Like Home program. | Completed Winter 2021-22 Fall 2022 Winter 2022-23 | CDD CDD CDD CDD |
| | D) Livermore Village Catalyst Site | | | |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|---|---|---|----------------|-----|
| ✓ | 1. Identify and secure sources of outside funding for site development. | Eden Housing submitted an application for tax credits and the project received one of the highest scores in the region. | Completed | CDD |
| | E) 2047 First Street (Griener) | | | |
| | 1. Identify developer for a mixed-use retail/affordable housing project. | Staff are working to meet all the State surplus land disposition requirements and set the foundation for identifying a developer for the site. | Fall 2021 | CDD |
| | 2. Secure project entitlement. | | Winter 2021-22 | CDD |
| | 3. Identify and secure project financing. | | Spring 2022 | CDD |
| | 4. Begin construction. | | Fall 2022 | CDD |
| | F) Livermore Housing Authority Acquisition/Rehab Project - Work with the Livermore Housing Authority (LHA) on the rehabilitation of their units on Bluebell Ave, Chestnut Ave, and I Street. | | | |
| | 1. Develop scope of work for each of the project sites. | Staff presented to members of the Livermore Housing Authority board on the State Homekey program and the acquisition/rehab opportunities it presents for various potential project sites. | Summer 2022 | CDD |
| | 2. Develop and approve new loan and regulatory agreements for the sites. | | Fall 2022 | CDD |
| | 3. Identify and secure outside sources of project financing. | | Winter 2022-23 | CDD |
| | 4. Complete rehabilitation work. | | Spring 2023 | CDD |
| | G) Reach Housing Accessory Dwelling Units (an expansion of their shared housing model for persons with developmental disabilities). | | | |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|-----------|--|---|---|---|
| | <ol style="list-style-type: none"> 1. Determine suitable site location for ADU's. 2. Secure financing. 3. Obtain City approvals. 4. Construct units. | Staff have identified potential sites and shared housing operators and prepared a request for proposals that will be released in Fall 2021. | <p>Winter 2021-22</p> <p>Spring 2022</p> <p>Summer 2022</p> <p>Fall 2022</p> | <p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p> |
| H) | Identify existing multifamily unit projects for purchase to convert to affordable/workforce housing. | The City's Request for Information for the Homekey program, released in August 2021, includes a solicitation for multifamily developments interested in converting to affordable housing. | Spring 2022 | CDD |
| I) | <p>Vineyard Project</p> <ol style="list-style-type: none"> 1. Work with Housing Consortium of the East Bay (HCEB) to secure project financing. 2. Develop construction plans for the project. 3. Begin project construction. 4. Work with nonprofit service providers to identify and secure appropriate services. | As HCEB finalizes construction plans for the project, staff are working with HCEB to close a final financing gap created by increased construction costs and working with other funders to finalize the financing terms | <p>Summer 2021</p> <p>Fall 2021</p> <p>Winter 2021-22</p> <p>Winter 2022-23</p> | <p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p> |
| J) | Hotel Acquisition and Rehabilitation (for development of transitional housing and on-site services to support homeless) | | | |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|--|--|---|----------------|-----|
| | 1. Identify hotel sites for possible acquisition. | Staff continue to participate in the County hotel acquisition working group and engaged a consultant who is identifying potential hotel sites. Staff released a Request for Information in August to identify potential acquisition sites and developer/owners for the project. | Summer 2022 | CDD |
| | 2. Work with County to secure financing. | | Winter 2022-23 | CDD |
| | 3. Identify developer/owner for the project. | | Fall 2021 | CDD |
| | 4. Acquire site. | | Winter 2022-23 | CDD |
| | 5. Develop construction plans for the project. | | Spring 2023 | CDD |
| | 6. Begin construction. | | Fall 2023 | CDD |
| | 7. Work with nonprofit service providers to identify and secure appropriate services. | | Winter 2023-24 | CDD |
| | K) Work with the real estate community and nonprofit developers to identify new sites for development of affordable housing for use with the Housing First Program. | The Homekey program Request for Information released in August 2021 will help identify new sites and partners for developing affordable housing for people experiencing homelessness, and staff are working with developers of existing projects in the affordable housing pipeline to identify funds that can help set aside units and support ongoing on-site services for this population. | Summer 2022 | CDD |
| | L) Identify sites for use in the development of transitional/interim housing units. | Staff continue to explore opportunities as they arise, such as converting a single family home on Ruth Way, in collaboration with Habitat East Bay, from an affordable homeownership unit to shared housing with | Summer 2022 | CDD |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|-----------|---|---|-----------------------------|-------------|
| | | an additional ADU to serve up to 6 unhoused individuals. | | |
| 3. | Create Affordable Ownership Opportunities | Status Update | Estimated Completion | Lead |
| | A) Administer the City's Inclusionary Housing Program 1. Work with provider to create buyer eligibility lists for projects under agreement with the Affordable Homeownership program. | In March of 2021, the City conducted a process to establish a new list of people interested in buying homes through the program and received 866 applications. As of 9/8/21, the Affordable Homeownership Program has welcomed ten (10) households into homes, including two Livermore school teachers. Administrators will continue to work with Lennar Homes to identify buyers for the 2 remaining low and moderate income units that are scheduled to be released this year. In addition to the new homes, any pre-existing home that becomes available through the resale process will also be included in this application period. Staff has worked on developing its' webpage with comprehensive, up-to-date information on the Program, including available homes and helpful program resources in both English and Spanish. Increased language translation on the page and enhanced outreach efforts have created an increase in engagement with Spanish-speaking residents. | Ongoing | CDD |
| | 2. Work with provider to qualify buyers for inclusionary units. | | Ongoing | CDD |
| | 3. Assist buyer and seller in completing the purchase transaction. | | Ongoing | CDD |

GOAL – HOMELESSNESS AND AFFORDABLE HOUSING: *Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.*

Action Items

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|-----------|---|---|-----------------------------|-------------|
| | B) Down Payment Assistance (DPA) Program 1. Provide second mortgage DPA loans to eligible low and moderate-income homebuyers. | As of early September 2021, the City's DPA program has funded two loans totaling \$40,000 to help low- and very-low income buyers meet first mortgage affordability requirements. | Ongoing | CDD |
| | C) Identify outside resources that can be used to expand existing ownership programs and create new ones. | Staff partnered with the County to market and outreach their Down Payment Assistance loan (ACBoost). During the 1 st round of financing, AC Boost helped four households buy their first home in Livermore. The application period for the 2 nd round of financing closed on 8/30/21. | Ongoing | CDD |
| ✓ | D) Update the City's Inclusionary Housing Ordinance to include an on-site rental-housing requirement. | City Council adopted an update to the City's Inclusionary Housing ordinance in June 2021 and the new on-site rental housing requirements went into effect in July 2021. | Completed | CDD |
| 4. | Regional Housing Opportunities | Status Update | Estimated Completion | Lead |
| | A) Work with the County to identify and secure additional funding for homeless services. | Staff are working with County and other jurisdictions to identify ways to access and maximize funding in the State of California's FY2021-2022 budget for homeless services. | Spring 2022 | CDD |
| ✓ | B) Continue to work with County on project Roomkey and Operation Safer Ground funding opportunities. | Staff are developing a response to a County solicitation for City-sponsored Homekey projects providing housing for people experiencing homelessness. | Completed | CDD |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| 1. | Governance and Process Improvement | Status Update | Estimated Completion | Lead |
|----|--|---|----------------------|---------|
| | <p>A) Governance of Information and Technology</p> <p>1. Establish IT Steering Committee</p> <p>a) Determine key initiatives</p> <p>b) Remote workforce technology plan</p> <p>c) Develop Cloud First strategy</p> <p>d) Integrating City systems</p> <p>e) Technology refresh</p> <p>f) Leveraging artificial intelligence</p> <p>g) Mobile devices</p> | <p>Currently evaluating remote connectivity possibilities.</p> <p>Purchased the cloud version of Laserfische. Document migration will start within the month.</p> | Winter 2021-22 | ASD |
| | <p>B) Compliance Tracking</p> <p>1. Governance, risk, and compliance tracking system</p> <p>a) Needs analysis for tracking cyber risk and other risks</p> <p>b) Evaluate platforms</p> <p>c) Select solution</p> | <p>Needs analysis complete.</p> <p>Currently evaluating platforms.</p> | Winter 2021-22 | ASD/CAO |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

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|--|---|--|----------------|-----|
| | <ul style="list-style-type: none"> d) Implement solution e) Train staff | | | |
| | <ul style="list-style-type: none"> 2. Compliance Assessment <ul style="list-style-type: none"> a) Conduct assessments Payment Card Industry (PCI), Healthcare Insurance Portability and Accountability Act (HIPAA), Criminal Justice Informtaion Services (CJIS), American Water Works Association (AWWA) b) Document current compliance activities and state c) Develop remediation plans | | Winter 2022-23 | ASD |
| | C) Governance Modernization <ul style="list-style-type: none"> 1. Review Administrative Regulations (AR) and Livermore Municipal Code (LMC) <ul style="list-style-type: none"> a) Establish AR/LMC review committee b) Review AR and LMC for cyber risk and financial policy best practices | | Winter 2021-22 | ASD |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

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|--|---|---|----------------|-----|
| | <ul style="list-style-type: none"> c) Update Administrative Regulations d) City Manager approval of AR updates e) Update Municipal Code to increase purchasing/spending limits to account for CPI increases f) Council approval of Municipal Code updates | | | |
| | 2. Retention Schedule Update | | Winter 2021-22 | ASD |
| | a) Needs assessment | Complete | | |
| | b) Develop file plans for each division for electronic and physical documents | Complete | | |
| | c) Update policies/procedures | The revised records retention schedule with updated policies and procedures is complete and will go before City Council on October 11th for approval. | | |
| | d) Train staff | Staff has received training on what a city record is and how to utilize the city's new offsite records storage system. Additional trainings will be provided over the next year and on an on-going basis. | | |
| | D) Internal Process Modernization | | | |
| | 1. Process Improvement | In progress | Winter 2021-22 | ASD |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

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|----|--|-----------------------|-----------|-----|
| | a) Document or update documentation for current procedures | | | |
| | b) Evaluate opportunities for improvement, including purchasing-card paper-less workflow process | | | |
| | c) Evaluate and identify automation possibilities | | | |
| | d) Develop a plan to implement automation | In progress | | |
| 2. | Paperless Timesheets | | Fall 2021 | ASD |
| | a) Assess needs | Complete | | |
| | b) Procure solution | Complete | | |
| | c) Test solution | In process | | |
| | d) Implement solution | Partially implemented | | |
| | e) Train users on new system | | | |
| 3. | Contract Management and Electronic Signatures | | Fall 2021 | ASD |
| | a) Create AR for electronic signatures | Complete | | |
| | b) Procure DocuSign contract lifecycle management system | Complete | | |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

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|---|--|--------------------|----------------|-----|
| | c) Implement DocuSign | Currently testing | | |
| | d) Create workflows by contract type | Currently testing | | |
| | e) Train staff on process, policy, and system | | | |
| | 4. Records Storage | | Summer 2021 | ASD |
| | a) Execute a contract with Corodata for records storage, scan on demand, data conversion services and records destruction services | Complete | | |
| | b) Move records from PD records facility to Corodata | Partially Complete | | |
| | c) Train staff | Complete | | |
| | 5. Paperwork Reduction | | Winter 2021-22 | CDD |
| | a) Prepare plan to transition to electronic file copies for all projects with a secondary electronic backup system | | | |
| ✓ | 6. Improve the approval process for New Hire Requisitions | | Completed | ASD |
| | a) Implement automated requisition routing module in Neogov | Complete | | |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

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|---|--|--------------------------------------|----------------|-----|
| | b) Develop required approval mapping for each department | Complete | | |
| | c) Convert to automated system | Complete | | |
| | d) Train staff | Complete | | |
| | 7. Enhance City compliance with noticing, tracking and reporting requirements of Family Medical Leave Act (FMLA) qualified leaves | | Winter 2021-22 | ASD |
| | a) Needs analysis - Identify, test, and select software or vendor alternative to using Excel and Word to track and generate required letters | | | |
| | b) Select solution | | | |
| | c) Procure solution | | | |
| | d) Implement solution | | | |
| | e) Train staff | | | |
| ✓ | 8. Public records request software | | Completed | ASD |
| | a) Procure software | Software purchased. | | |
| | b) Implement system | Software implemented. | | |
| | c) Train staff | Staff fully trained on new software. | | |

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Action Items

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|-----|---|---|-------------|---------|
| | d) Communicate to the public the availability of the new system | New software available for public use on the City's website and communicated via newspaper article. | | |
| 9. | Online Payments | | Spring 2022 | CDD/ASD |
| | a) Needs analysis | | | |
| | b) Determine compliance requirements | | | |
| | c) Identify solution – merchant account options that work with Accela Procure solution | | | |
| | d) Procure solution | | | |
| | e) Implement | | | |
| 10. | Expand Permit Types Available From Online Portal | | Spring 2022 | CDD |
| | a) Identify CDD permit types that can be processed online (Building, Planning, and Engineering) | Complete | | |
| | b) Configure additional Accela record types for intake from the Accela Citizen's Access Portal | In process | | |
| | c) Create online submittal capabilities and processes for all eligible permit types | Working with consultant to develop the 'Electronic Storefront' in Accela. | | |

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Action Items

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|---|--|----------|-------------|---------|
| ✓ | d) Conduct staff training for new online services | | | |
| | e) Launch online permitting Services | | | |
| | 11. Improve the accuracy of and turnaround time required to do cost proposals in the 2021 Labor Bargaining process | | Completed | ASD |
| | a) Identify, test and select software alternative to Excel | Complete | | |
| | b) Obtain approval for new software and implement vendor contract | Complete | | |
| | c) Implement new software | Complete | | |
| | d) Train staff | Complete | | |
| | 12. Investigate options for more departments to post bid package directly and accept electronic submissions. | | Summer 2022 | ASD/CDD |
| | E) Align services to available resources to maintain fiscal stability | | | ASD |
| | 1. Develop strategy to pay down unfunded liabilities | | Spring 2023 | |
| | 2. Develop long-term strategic plan to identify future revenue and expenditure trends | | Spring 2023 | |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

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|-----------|---|----------------------|-----------------------------|-------------|
| | 3. Develop, maintain, and attract a skilled, adaptable, and diverse workforce by providing opportunities for our employees to feel valued, engaged, and trusted | | Spring 2023 | |
| 2. | Modernize Key Business Systems | Status Update | Estimated Completion | Lead |
| | A) Microsoft Modern Workplace Roadmap [Office 365 / Microsoft 365] | | | |
| | 1. Execute contract with consultant | In process | Winter 2021-22 | ASD |
| | 2. Identity and Authentication | | Spring 2022 | ASD |
| | a) Determine high-level desired identity and authentication outcomes b) Discovery and design sessions c) Develop recommendations and Action Plan | | | |
| | 3. Device Management | | Fall 2022 | ASD |
| | a) Review current practice and policy b) Outline organization-specific measures of success | | | |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

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|----|---|--|-------------|-----|
| | <ul style="list-style-type: none"> c) Discovery sessions d) Envisioning and Roadmap e) Develop strategic recommendations f) Finalize recommendations | | | |
| 4. | <p>O365 Collaboration and Productivity</p> <ul style="list-style-type: none"> a) Determine high-level desired collaboration and productivity outcomes b) Outline organization-specific measures of success c) Discovery sessions d) Develop strategic recommendations | | Fall 2021 | ASD |
| 5. | <p>Security and Compliance</p> <ul style="list-style-type: none"> a) Determine high-level desired security and compliance strategy outcomes b) Outline organization-specific measures of success c) Discovery sessions | | Spring 2022 | ASD |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

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|---|---|------------|----------------|-----|
| | <ul style="list-style-type: none"> d) Envisioning and Roadmap sessions e) Develop strategic recommendations | | | |
| | <ul style="list-style-type: none"> 6. Change Management Outcomes <ul style="list-style-type: none"> a) Determine high-level desired change management strategy outcomes b) Outline organization-specific measures of success c) Discovery sessions d) Develop plans and recommendations | | Spring 2022 | ASD |
| | B) Enterprise Resource Planning (ERP) | | | |
| ✓ | 1. Approve selection consultant | Complete | Completed | ASD |
| ✓ | 2. ERP Project coordination and initiation | Complete | Completed | ASD |
| ✓ | 3. Needs assessment | Complete | Completed | ASD |
| | 4. RFP Development | In process | Fall 2021 | ASD |
| | 5. Evaluate proposals | | Winter 2021-22 | ASD |
| | 6. Selection of ERP system | | Winter 2021-22 | ASD |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|---|---|--|--|--|
| | 7. Implementation of new ERP System | | Spring 2023 | ASD |
| ✓ | C) Records Management System 1. Needs Assessment, upgrade or replace a) Provide residents access and search capabilities via the website to all non-privileged data 2. Identify Solution – vendor demonstrations 3. Procure solution 4. Develop migration plan 5. Implement new system 6. Migrate data 7. Test new system 8. Develop the policies and procedures required and Implement system 9. Integrate with other City software | The City's current electronic content management system has been evaluated, new software as well as upgrade opportunities have all been assessed, and a cloud version of the current software was selected by City staff. City Council approved the purchase of the new software. Staff has begun developing the migration plan. | Fall 2021 Completed Winter 2021-22 Summer 2022 Winter 2022-23 Winter 2022-23 Winter 2022-23 Winter 2022-23 Spring 2023 | ASD ASD ASD ASD ASD ASD ASD ASD |
| | D) Website | | | |

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Action Items

| | | | | |
|---|--|---|---|----------------------------------|
| ✓ | <ol style="list-style-type: none"> 1. Migrate to new platform <ol style="list-style-type: none"> a) Re-start data transfer process to new site to encompass COVID driven and other changes b) Conduct user training 2. Expand the financial information available on the City's website to include compliance reports and historic records 3. Self-service options (on the City's website) for utility customers | <p>Complete</p> <p>Complete</p> | <p>Completed</p> <p>Fall 2021</p> <p>Winter 2022-23</p> | <p>ASD</p> <p>ASD</p> <p>ASD</p> |
| ✓ | <p>E) New Agenda Management System</p> <ol style="list-style-type: none"> 1. Train staff 2. Implement system across all advisory bodies 3. Board and commissions module - Granicus <p>a) Implement and use boards and commissions module</p> | <p>Complete</p> <p>Complete</p> <p>The Boards and Commissions module has been deployed. Residents are now able to submit applications to serve on an advisory body electronically or using paper.</p> | <p>Completed</p> <p>Completed</p> <p>Completed</p> | <p>ASD</p> <p>ASD</p> <p>ASD</p> |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|---|---|---|-----------|-----|
| ✓ | b) Load past boards and commissions data | Historical data is still being added at this time and is anticipated to be complete by June of 2022. | Completed | ASD |
| | c) Train advisory body liaisons on the use of boards and commissions module | All advisory body liaisons have completed training sessions to update their agenda template, review Brown Act compliant agenda language, and create and publish their agendas using Peak. All advisory bodies will be actively using Peak to publish agendas by October of 2021. | | |
| | 4. Granicus for live Council meetings | | | |
| | a) Implement electronic voting in Civic Center Meeting Hall | Granicus has been tested for use in live City Council meetings. The use of electronic voting features, e-comment, and electronic speaker sign up have all been tested for functionality and efficiency. E-Comment has been successfully rolled out and other features will be implemented when the City Council begins hybrid meetings. | | |
| | b) Train City Council and advisory bodies on the use of i-Legislate | City Council Members and staff have had the opportunity to practice in the new Civic Center meeting hall and explore the features and functionality of the iLegislate app. Additional training and feedback opportunities will be provided until the City Council begins hybrid meetings. | | |
| | c) Provide e-Comment and electronic speaker sign up to the public | The e-Comment feature is currently active for all City Council meetings and is being used by each advisory body as they complete their transition to the Peak software. | | |
| | F) Cybersecurity Threat Detection and Response | | | ASD |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|---|--|--|----------------|---------|
| ✓ | 1. Research available solutions and industry trends | Complete | Completed | |
| ✓ | 2. Evaluate current solution | Complete | Completed | |
| ✓ | 3. Needs analysis | Complete | Completed | |
| | 4. Vendor demos | On hold until we have our new IT Manager and Office 365 license change over to State of California. | Winter 2021-22 | |
| | G) Integrated Library System | | Fall 2021 | LIB/ASD |
| | 1. Migrate to cloud-based solution | | | |
| | a) Needs analysis | Complete | | |
| | b) Identify solution | Complete | | |
| | c) Procure solution | Complete | | |
| | d) Develop a migration plan | Complete | | |
| | e) Migrate data | In progress | | |
| | f) Test new system | | | |
| | g) Train staff | | | |
| | H) Utilize modern fleet management technologies for tracking and diagnostics to increase fleet efficiencies | | Winter 2022-23 | PW |
| | 1. Needs analysis | Staff is evaluating the tools of the updated web module version of the AssetWorks system to determine the need for additional tracking and diagnostic tools. | | |
| | 2. Identify solution | | | |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|--|---|---|---|-----|
| | <ul style="list-style-type: none"> 3. Procure solution 4. Develop a migration plan 5. Migrate data 6. Test new system 7. Train staff | | | |
| <ul style="list-style-type: none"> ✓ ✓ | I) Electronic Plan Review <ul style="list-style-type: none"> 1. Needs analysis 2. Identify electronic plan review Platform that integrates with Accela Permit System 3. Procure solution 4. Develop implementation plan 5. Implement solution 6. Train staff 7. Launch system | Complete Complete. Two viable options identified: Bluebeam and DigiPlan. In Process In Process | Completed Completed Winter 2021-22 Winter 2021-22 Spring 2022 Spring 2022 Spring 2022 | CDD |
| | J) Engineering Resource Management System <ul style="list-style-type: none"> 1. Select Platform <ul style="list-style-type: none"> a) Needs assessment b) Available platform review c) Procure system 2. Implement system | | Spring 2023 | CDD |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|---|--|-------------------------|------------------------|-----|
| | <ul style="list-style-type: none"> a) Integrate existing data b) Integrate with other systems as applicable <ul style="list-style-type: none"> 3. Train staff 4. Launch system | | | |
| | K) Transition to Laptops as main computing device <ul style="list-style-type: none"> 1. Perform feasibility assessment to transition from desktops to laptops for each member of staff 2. Make recommendation | | Spring 2022 | ASD |
| | L) Smart Device Deployment <ul style="list-style-type: none"> 1. Increase Smart Device deployment to identified workforce to interface with new Asset Management software and other related in field systems | | Winter 2021-22 | ASD |
| ✓ | M) Council Chamber Technology <ul style="list-style-type: none"> 1. Evaluate Zoom enhancements allowing remote public access to live meetings | Complete | Completed | ASD |
| ✓ | <ul style="list-style-type: none"> 2. Conduct proof of concept testing 3. Train staff and Council | Complete In progress | Completed Fall 2021 | |
| | N) Modernize Library's Online Public | | | LIB |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|---|--|--|-----------|-----|
| ✓ | Access Catalog | | | |
| ✓ | 1. Onboarding BiblioCore Discovery Layer | Complete | Completed | |
| ✓ | 2. Review the new catalog | Complete | Completed | |
| ✓ | 3. Launch initial public trial run | Complete | Completed | |
| ✓ | 4. Official launch | The Bibliocore Discovery Layer was successfully launched on June 21 st , 2021. Approximately 800 users have registered so far for Bibliocore accounts, which allow them to participate in such "value-added" social media experiences as rating books and movies, writing reviews, and creating lists of suggested materials. | Completed | |
| | O) New Library App | | Fall 2021 | LIB |
| | 1. Evaluate options | Staff evaluated products with demos and quotes from various vendors. | Completed | |
| | 2. Select solution | Solus was selected as the best product for the best price. | Completed | |
| | 3. Procure solution | Complete | Completed | |
| | 4. Implement solution | | Fall 2021 | |
| | 5. Train staff | | Fall 2021 | |
| | P) Virtual Reality simulator training System for Police | | | PD |
| ✓ | 1. Conduct research | Complete | Completed | |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|---|---|---|----------------|----|
| ✓ | 2. Prepare informal requests for quotes | Informal quotes received. | Completed | |
| | 3. Seek Council authorization for system procurement | | Spring 2022 | |
| ✓ | Q) Crossroads traffic collision and citation software | Complete | Completed | PD |
| ✓ | 1. Research installation into vehicle computers, desktops, and digital citation units | Complete | Completed | |
| ✓ | 2. Install software | Traffic division and select officers are trained. Further training planned. | Winter 2021-22 | |
| ✓ | 3. Train staff | Complete | Completed | |
| ✓ | 4. Launch system | | | |
| ✓ | R) In car digital cameras | Complete | Completed | PD |
| ✓ | 1. Research cost and installation options for patrol vehicles | Axon Fleet 3 system recommended. | Completed | |
| ✓ | 2. Make recommendation | A contract bundle package is currently being discussed. After receiving updated quotes, Council authorization will be sought for procurement. | Winter 2021-22 | |
| | 3. Procure required devices and software | | Winter 2021-22 | |
| | 4. Implement and deploy solution | | Winter 2021-22 | |
| | 5. Train staff | | Winter 2021-22 | |
| | S) Integrating Water Resources Division (WRD) databases and | | | PW |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|--|--|---|--|--------|
| | <p>data sources</p> <ol style="list-style-type: none"> 1. Create a WRD data team to evaluate existing data sources, business intelligence products, and develop data management best practices 2. Document the data, where it is located, what format it is stored in, and how it can contribute overall efficiency 3. Test various business intelligence programs to integrate databases 4. Perform background research and if appropriate, design a pilot program to add additional data gathering capabilities to wet utilities such as pressure monitors, district meters, sewer / storm flow monitors, etc. | Staff are currently working on defining the data inventory project. | <p>Winter 2021-22</p> <p>Spring 2022</p> <p>Summer 2022</p> <p>Fall 2022</p> | |
| | <p>T) WRD Technology Master Plan [Follows IT & Cybersecurity Strategic Plan]</p> <ol style="list-style-type: none"> 1. Review and document existing technology being used by the various sections 2. Evaluate the effectiveness of these technologies | | Fall 2022 | PW/ASD |

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Action Items

| | | | | |
|-----------|--|---|-----------------------------|-------------|
| | <ul style="list-style-type: none"> 3. Identify potential improvements 4. Make recommendations 5. Implement approved re-commendations 6. Reevaluate their effectiveness | | | |
| ✓ | U) Hardware Refresh | New patrol vehicle computers/tablets evaluated, tested and purchased. | Completed | PD |
| ✓ | 1. Evaluate existing hardware | | | |
| ✓ | 2. Conduct needs assessment | New patrol vehicle 5G cellular modems tested and evaluated. | Completed | |
| ✓ | 3. Identify staff that need work-station enhancements (computer & monitor) | Complete | Completed | |
| | 4. Develop a refresh plan | In progress | Winter 2021-22 | |
| | 5. Implement plan | In progress -Coordinating installation in patrol vehicles and desk top computers. | Winter 2021-22 | |
| 3. | Training: Program and Governance | Status Update | Estimated Completion | Lead |
| | A) Governance Charter and Committee | | Spring 2022 | ASD |
| | <ul style="list-style-type: none"> 1. Conduct a training needs assessment 2. Gather training resources | | | |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|--|--|--|-------------|-----|
| | <ul style="list-style-type: none"> 3. Determine and implement training platform/s <ul style="list-style-type: none"> a) Develop training library b) Find external sources for training 4. Set training goals 5. Setup employee learning plan, establish, and review process 6. Centralize training reporting (reporting dashboard) | | | |
| | <p>B) Continuous monitoring of the program</p> <ul style="list-style-type: none"> 1. Establish a new process to continuously evaluate training needs <ul style="list-style-type: none"> a) New employee onboarding training b) HR training c) Cybersecurity training d) Safety training e) Ethics training f) Management & soft skills training | | Summer 2022 | ASD |

Action Items

| | | | | |
|--|---|--|--|-----------------------|
| | <ul style="list-style-type: none"> g) Organizational Culture and History (Knowledge Transfer) h) Credential or Continuing Professional Education i) General Business Applications: Office 365 training j) Line of business process and application training | | | |
| | <p>C) Training: Knowledge Transfer Program</p> <p>1. Mitigate Key IT Employee Knowledge Loss</p> <ul style="list-style-type: none"> a) Identify current and target state of maturity for knowledge transfer b) Define key knowledge transfer metrics c) Identify project team and their responsibilities d) Build the project charter and obtain stakeholder buy-in <p>2. Identify Knowledge Priorities</p> <ul style="list-style-type: none"> a) Identify knowledge sources and risk profile | | <p>Fall 2021</p> <p>Winter 2021-22</p> | <p>ASD</p> <p>ASD</p> |

GOAL – MODERNIZATION, TRAINING and WORKPLACE ENHANCEMENTS: *Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.*

Action Items

| | | | | |
|-----------|--|----------------------|-----------------------------|-------------|
| | <ul style="list-style-type: none"> b) Review and prioritize list of knowledge sources | | | |
| | 3. Build Knowledge Transfer Plans | | Winter 2021-22 | ASD |
| | <ul style="list-style-type: none"> a) Build a knowledge transfer plan b) Interview knowledge sources c) Identify when to use knowledge transfer tactics | | | |
| | 4. Build Knowledge Transfer Roadmap | | Spring 2022 | ASD |
| | <ul style="list-style-type: none"> a) Prioritize the sequence of initiatives b) Define knowledge transfer initiatives timeframe c) Complete the project roadmap d) Prepare a presentation for project team and sponsor | | | |
| 4. | IT & Cybersecurity | Status Update | Estimated Completion | Lead |
| | A) Conduct IT Assessments | | | ASD |
| ✓ | 1. CEO CIO Alignment | Complete | Completed | |

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Action Items

| | | | | |
|-----------|--|----------------------|-----------------------------|-------------|
| ✓ | 2. CIO Business Vision | Complete | Completed | |
| ✓ | 3. End User Satisfaction Survey | Complete | Completed | |
| ✓ | 4. IT Staffing Assessment | Complete | Completed | |
| ✓ | 5. Security Business Satisfaction & Alignment | Complete | Completed | |
| ✓ | 6. Security Governance & Management Scorecard | Complete | Completed | |
| | 7. Network Vulnerability Assessment | In progress | Winter 2021-22 | |
| | 8. Core IT Processes | | Winter 2021-22 | |
| | B) Develop IT & Cybersecurity Strategy | | Winter 2021-22 | ASD |
| | 1. Document IT Vision, mission statement, guiding principles and goals | | | |
| | 2. Document target state IT capabilities | | | |
| | 3. Document initiatives | | | |
| | 4. Document risks | | | |
| | 5. Document IT strategy road map | | | |
| 5. | Facility Improvements | Status Update | Estimated Completion | Lead |
| | A) Increase number of electric vehicle | | Summer 2022 | PW |

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Action Items

| | | | | |
|--|--|--|----------------|-----|
| | charging stations available to employees and the public | | | |
| | B) In Person Touchless Check-In 1. Conduct needs analysis 2. Analyze various electronic check-in systems 3. Select and procure electronic check-in system 4. Implement system – Launch electronic check-in system 5. Train staff | | Spring 2022 | CDD |
| | C) Customer Experience 1. Analyze workstations at Permit Center counter from customer perspective 2. Implement enhancements that will improve customer experience i.e. large monitors, self-help station, etc. 3. Develop plan to implement upgrades 4. Procure and install customer station enhancements and other items | Staff is currently conducting analysis and identifying opportunities for enhancing the customer experience. Replaced two monitors with larger monitors. More changes to come. | Winter 2021-22 | CDD |

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Action Items

| | | | | |
|---|--|---|---|-----------------------|
| | D) Wireless Connectivity <ol style="list-style-type: none"> 1. Modernize current "Livermore Public" WiFi channel to encompass all primary City sites 2. Implement new secured employee WiFi channel on modernized WiFi to provide City Network Smart Device Connectivity at designated City sites 3. Extend secured WiFi channel broadcasting to outside yard areas of designated City sites so work force may conduct City business via Smart Devices <ol style="list-style-type: none"> a) Broadcast scope study to determine equipment deployment needed to support desired areas of coverage | <p>In progress</p> <p>Pending completion of upgrades</p> <p>In progress</p> | <p>Fall 2021</p> <p>Winter 2021-22</p> <p>Fall 2021</p> | <p>ASD</p> <p>ASD</p> |
| ✓ | E) Online Public Room Reservation System <ol style="list-style-type: none"> 1. Determine if LibCal can be used for online option to reserve study rooms | <p>While the Library was closed due to Covid, staff contracted with Springshare to use their LibCal software to create an appointment system for pickups of held materials. This software is highly customizable and able to be re-purposed to create an online reservation system.</p> | <p>Completed</p> | <p>LIB</p> |

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Action Items

| | | | | |
|-----------|---|------------|----------------|-----|
| | 2. Configure software for online reservation of study rooms | | Winter 2021-22 | |
| | 3. Go live with online reservation | | Winter 2021-22 | |
| F) | Audio Visual (AV) equipment improvements to the Community Rooms at the Civic Center Library | | Summer 2022 | LIB |
| | 1. Contact vendors for proposals and quotes | In process | | |
| | 2. Evaluate proposal and quotes | | | |
| | 3. Recommend solution | | | |
| | 4. Procure solution | | | |
| | 5. Implement | | | |
| | 6. Train staff | | | |

Equity and Inclusion Subcommittee Final Recommendations to City Council July 26, 2021

1. Key 2 City

Working Group Suggestions

- Expand community awareness of the inner workings of local government and ways to provide steppingstones to leadership opportunities
- Expand outreach and advertisement of participation and volunteer opportunities in furtherance of the above

Implementation

Lead: Administrative Services Department (ASD)

- Explore increasing frequency of Key 2 City- add one additional session for a total of two for the upcoming year (2021-22), then evaluate impact on staff resources before deciding on number of sessions for 2022-23
- Explore increasing maximum number of participants per session
- ASD to collaborate with communications team on outreach and advertisement to expand reach (farmers market, downtown kiosks, social media, Nextdoor, newsletters, community partners, school district, park district, etc.)
- ASD to explore feasibility of recording and posting sessions on website

2. Youth Key 2 City

Working Group Suggestion

- Create and conduct a Key 2 City specifically for youth

Implementation

Lead: Library

- Collaborate with City Clerk, Livermore Youth Advisory Commission (LYAC), and Livermore Valley Joint Unified School District on designing a Key 2 City for youth

3. Collaborate with Livermore Valley Joint Unified School District (LVJUSD) and Livermore Area Recreation and Park District (LARPD) on Youth Engagement

Working Group Suggestion

- Collaborate on partnership opportunities with LVJUSD (and potentially also parent-teacher groups) and LARPD to create/implement complementary programming for youth

Implementation

Lead: Library

- Establish and coordinate a staff-level interagency group to meet on a regular basis, exploring opportunities for collaboration on complementary programming opportunities and sharing of youth/family resources

4. Collaborate with Chamber, Las Positas Community College, and other Business Organizations on Youth Training/Career Opportunities

Working Group Suggestion

- Recognizing youth diversity and that not all students enroll in college directly out of high school, facilitate basic job skills building programs, (this could overlap with youth Key 2 City, Key 2 City could be part of curriculum)

Implementation

Lead: Library

- Collaborate with potential partners (LVJUSD, Chamber, Las Positas Community College, local trade schools, large employers, LLNL and Sandia, etc.) to create a curriculum that students could take over time and earn a 'certificate' that would be recognized by the Chamber, and would be a positive addition to a resume

- Once established, re-evaluate City role and responsibility (potentially another organization could be lead)

5. Recruitment for Advisory Bodies, Employment, and other Volunteer Opportunities

Working Group Suggestion

- Expand outreach and advertisement efforts to reach all segments of the community

Implementation

Lead: Administrative Services Department (ASD)

- Include diverse images and inclusive language in recruitment materials
- Include videos of actual participants on website describing roles and responsibility and ways to become prepared to participate
- ASD to collaborate with communications team on outreach and advertisement to expand reach (flyers in local businesses and faith-based organizations, large employers, farmers market, downtown kiosks, social media, Nextdoor, newsletters, community partners, school district, park district, Livermore Amador Valley Transit Authority, local radio, and newsprint)

6. Collaborate with LVJUSD, LARPD, Livermore Downtown Inc., Chamber of Commerce, and other Community Partners on a Calendar of Cultural Events

Working Group Suggestion

- Share Livermore's cultural diversity

Implementation

Lead: Library, with City Manager Office assistance

- In collaboration with LDI, LVJUSD, LARPD, Las Positas Community College, Chamber, and other community partners facilitate the curation of a calendar of cultural events that the City could share on its website and social media, (need to identify the owner of the calendar for regular maintenance)
- Communications team to collaborate with partners on a pilot "Livermore Day" that would be combined with an existing City-sponsored event or with an existing/upcoming LVJUSD or LARPD event, that could incorporate equity and inclusion and include storytelling elements

7. Housing

Working Group Suggestions

- Expand outreach to communities most affected by housing issues
- Share information on housing related matters with the community

Implementation

Lead: Community Development Department (CDD)

- CDD to work with communications team on outreach (flyers in local businesses and faith-based organizations, large employers, farmers market, downtown kiosks, social media, Nextdoor, newsletters, community partners, school district, park district)
- Share information on trainings, programs, workshops that are provided by our community partners (Echo Housing, etc.)
- Expand information on website of current and upcoming housing developments
- Post videos on website of housing-related presentations provided to the subgroup by Planning Manager Steve Stewart, Assistant Community Development Director Eric Uranga, ECHO Housing, and the Livermore Housing Authority

8. Police Department Stop Data Project

Working Group Suggestion

- Invite Subgroup B to hear updates and provide input on the stop data project at milestones

Implementation

Lead: Police Department

- Outreach to Subgroup B at project milestones for input and feedback

9. Police Department Mental Health Clinician Ride-Along Pilot Program

Working Group Suggestion

- Explore ways to deploy police department resources most efficiently and effectively in response to mental health related calls for service

Implementation

Lead: Police Department

- Fund mental health clinician ride-along pilot program
- Explore collaboration opportunities with Dublin and Pleasanton

10. Chief's Advisory Group

Working Group Suggestion

- Increase Police Chief and Police Department awareness of community policing-related matters

Implementation

Lead: Police Department

- Invite Subgroup B to participate in establishing the Chief's advisory group
- Define expectations and establish an application and vetting process
- Explore mandatory training requirements which may include, but not be limited to ride-alongs and participation in Livermore's Citizens' Police Academy and/or Key 2 City
- Ensure group is advisory, without oversight or authority



CITY COUNCIL STAFF REPORT

ITEM NO. 10.1

DATE: October 11, 2021
TO: Honorable Mayor and City Council
FROM: Douglas Alessio, 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 | All-America City Award Presentation Material: PowerPoint Presentation |
| 6.2 | Public hearing in compliance with California Elections Code Section 21607.1 to present redistricting information and an overview of the upcoming redistricting process for public input. Materials: Public Comment Received and PowerPoint Presentations |
| 7.1 | Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding (1) the City's emergency operations in response to that emergency, and (2) regarding a report from the County/City task force on vaccinations. Material: PowerPoint Presentation |
| 7.4 | Update on the FY 2021-23 City Council Goals and Priorities and Equity and Inclusion workplan. Material: PowerPoint Presentation |
| 8.0 | Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Materials: Council Members' Reports |

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director



Livermore is an All-America City Photo Contest

October 11, 2021

Presented by Stephanie Egidio, Management Analyst



1

A promotional graphic for the Livermore All-America City Photo Contest. On the left, a hand holds a camera. Overlaid on the image is the "Livermore All-America City National Civic League 2021" logo, which includes a shield with stars and stripes. Below the logo, it says "AAC PHOTO CONTEST BROUGHT TO YOU BY:" followed by the Livermore logo. To the right, the text "LIVERMORE IS AN ALL-AMERICA CITY" is at the top, followed by "PHOTO CONTEST" in large, bold, red letters. Below that, it says "CONTEST EXTENDED TO SEPTEMBER 10! SUBMIT YOUR PHOTO TODAY!" and "Take a picture of why Livermore is an All-America City to you." at the bottom right.

Livermore
All-America City
NATIONAL CIVIC LEAGUE
2021

AAC PHOTO CONTEST BROUGHT TO
YOU BY:

LIVERMORE
CALIFORNIA

LIVERMORE IS AN ALL-AMERICA CITY

**PHOTO
CONTEST**

**CONTEST EXTENDED TO SEPTEMBER 10!
SUBMIT YOUR PHOTO TODAY!**

Take a picture of why Livermore is an
All-America City to you.



2

Klara McGowan

age category: 5-11 years



"I think my photo shows that the people in Livermore are proud of being American. This is only one of the many flags in Livermore."

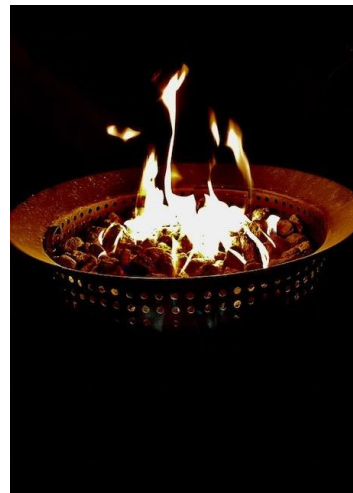
LIVERMORE
CALIFORNIA

3

Lorelai Eckert

age category: 12-17 years

"My picture portrays an All-American City because it seems to me that everywhere you go in Livermore there are always such welcoming families. Even if it's just a brief hello on your morning walks. My picture is of a fire used to roast marshmallows. I had just moved to Livermore and was welcomed by a very kind family. They had invited me over to hang out and that's when I took the picture. I'm glad I captured that memory, especially in Livermore."



LIVERMORE
CALIFORNIA

4

Avarie Kenison

age category: 12-17 years



"It shows the beauty of Livermore and represents how incredible it is. The movement of the color in the clouds to represent the differences in the people who live here, the hills are the ups and downs that we experience as a community, and the sun is the bright light that holds us all together and united as one city."



5

Alison Barood-Sarboraria

age category: 18-54 years



"Livermore is an All-American City since it is a bridge into the future. Whether it be breakthroughs at the Livermore Lab or green agriculture or renovating the Downtown, the citizens of Livermore rise to the challenge and embrace the future with innovation and excellence."



6

MaKayla Kiernan

age category: 18-54 years

"This picture signifies the grass roots of our All-American City where it all started over 100 years ago in our little farm town. It also encompasses one of our hometown traits, the Livermore Rodeo."



LIVERMORE
CALIFORNIA

7

Leane Perry

age category: 18-54 years



"The Livermore Rodeo is a part of Livermore western history dating back to 1918. Known as the "Worlds Fastest Rodeo" contestants and the public come from across the country to participate in its festivities. I have met people while on vacation out of California that say "Oh Livermore! That's where the "Worlds Fastest Rodeo" is."

LIVERMORE
CALIFORNIA

8

Honorable Mention: Hunter Van Dam

age category: 18-54 years

"This is a photo of one of the first tiny houses moved into the Goodness Village neighborhood. Along with being a literal shelter and home for a formerly unhoused community member, it's a symbol for change – a change of how the greater Tri-Valley sees and understands homelessness, but also a symbol of change for its resident and how through housing security and healthy community, anything is possible when someone is supported and given the chance for a fresh start."



LIVERMORE
CALIFORNIA

9

Honorable Mention: Alice Wang

age category: 18-54 years



"To me, Livermore is an All-America City because of the beautiful, vibrant community we have. These bright California poppies coupled with the light of the sunset capture how beautiful and peaceful my Livermore neighborhood is – mirroring the brightness, beauty, and peace that my family and so many others find in Livermore."

LIVERMORE
CALIFORNIA

10

From: redistricting@cityoflivermore.net
To: [redistricting](#)
Subject: Livermore Redistricting - New submission from Contact Us
Date: Saturday, October 9, 2021 10:55:23 AM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Name

Richard Ryon

Email

[REDACTED]

Message

Livermore is ONE community. Electing council members by district serves no purpose. The sham of district elections should be opposed. The legal challenge should be mounted through the League of California Cities.



Redistricting

Livermore
Education and Public Input

October 11, 2021

WAGAMAN
STRATEGIES

1



Actions Requested

Conduct first of two public hearings to receive input on the composition of voting districts before maps are drafted

Request any additional information needed from staff and/or the demographer before the next public hearing to facilitate providing direction on creation of draft plans

WAGAMAN
STRATEGIES

2

Timeline

| Hearing | Purpose | Date |
|---------|---|-------------|
| 1 | <ul style="list-style-type: none"> Education Public input | October 11 |
| 2 | <ul style="list-style-type: none"> Public input Initial direction | January 24 |
| 3 | <ul style="list-style-type: none"> Review plans (public & draft) Provide additional direction | February 14 |
| 4 | <ul style="list-style-type: none"> Review or further revise plans Select final plan | March 14 |

** Additional hearings/workshops may be conducted to encourage public participation*

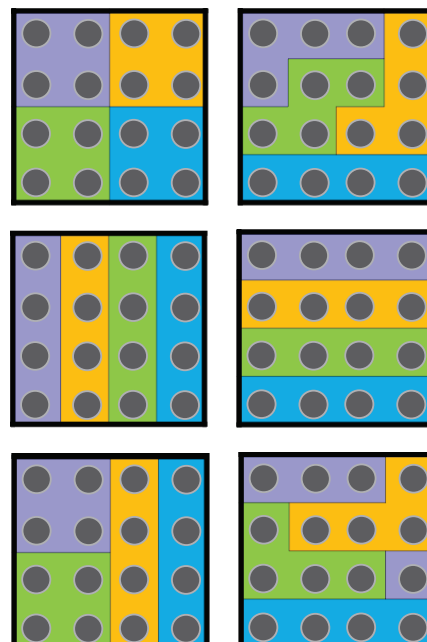
What is Redistricting?

Members elected from districts

Populations shift over time

Redistricting the act of
redrawing those lines

How those lines are drawn
affects how people are
represented



Why Redistrict?

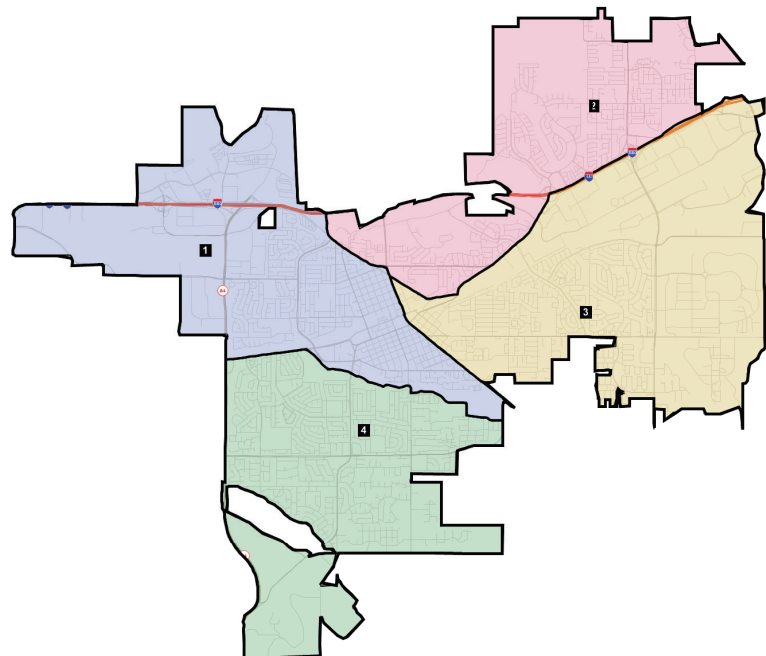
New Data: Census conducted every ten years

Evolving Rules: Federal/state law continue to change. Both through legislation and the courts

Public Input: Communities change over time. New opportunities to engage public

Current Lines

| # | Population [^] | |
|-------|-------------------------|-----------|
| | Total | Deviation |
| 1 | 22,837 | +3.8% |
| 2 | 21,020 | -4.5% |
| 3 | 22,292 | +1.3% |
| 4 | 21,857 | -0.7% |
| Total | 88,006 | |
| Ideal | 22,002 | |



[^] 2020 Census Redistricting Data. Adjusted for incarcerated populations
+ Boundaries adjusted to conform to 2020 Census geography when necessary.

Current Lines

| # | Population [^] | | Citizen Voting Age Population ⁺ | | | | |
|-------|-------------------------|-----------|--|---------------------|--------------------|--------------------|-------|
| | Total | Deviation | Total | Latino [*] | Asian [*] | Black [*] | White |
| 1 | 22,837 | +3.8% | 16,240 | 17.7% | 10.6% | 3.3% | 67.8% |
| 2 | 21,020 | -4.5% | 14,742 | 15.9% | 12.8% | 3.3% | 66.5% |
| 3 | 22,292 | +1.3% | 15,089 | 12.0% | 14.9% | 3.2% | 68.0% |
| 4 | 21,857 | -0.7% | 15,883 | 12.6% | 8.8% | 0.9% | 76.0% |
| Total | 88,006 | | 61,954 | 14.6% | 11.7% | 2.6% | 69.6% |
| Ideal | 22,002 | | | | | | |

[^] 2020 Census Redistricting Data. Adjusted for incarcerated populations

+ Adjusted 2015-2019 American Community Survey Special Tabulation

* Calculated pursuant to OMB BULLETIN NO. 00-02

Criteria

In order of priority:

- Equal Population
- Federal Law
- Contiguous
- Neighborhoods & communities of interest
- Understandable boundaries
- Compactness

Equal Population

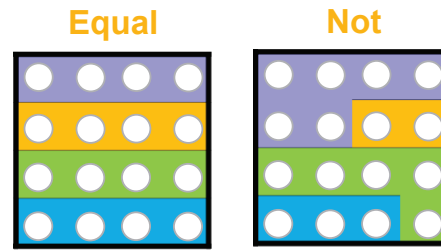
Equal Population:
"Substantially"

Exact: no. Good faith: yes

Deviation: Difference between
actual & ideal size

10% no longer clear "safe
harbor"

CA adjusts for incarcerated
populations



Federal Law

Race: Must not be the
"predominant" factor

Can consider along with
traditional, race-neutral, criteria

Traditional criteria must not be
subordinate

**Vote Dilution (Voting Rights
Act):** Avoid depriving minority
voters of an equal opportunity
to elect a candidate of their
choice

Discriminatory intent not
required, only effect

Does not appear to be
applicable to Livermore
redistricting

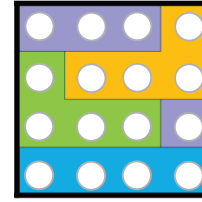
Contiguous

Contiguity: All parts should be connected

By more than a point

If separated by water, must be bridge, tunnel or ferry

Non-Contiguous



Neighborhoods & Communities

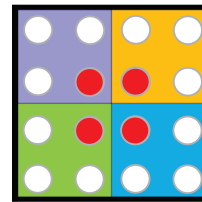
Community of Interest:

Population with common social or economic interests

That should be in a single district for fair/effective representation

Minimize splits of communities of interest into different districts

Split Community



Neighborhoods & Communities

Examples: Common assets like schools and shopping areas, housing, culture and language, and employment

Can consider existing data
such as city planning
information

No definitive dataset. **Need public testimony!**

Law generally does not limit the kinds of interests that may bind a community

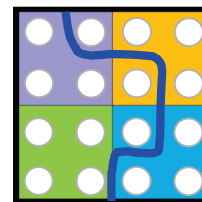
May not include relationships with political parties, incumbents, or candidates.

Understandable Boundaries

Understandable: Easily identifiable by residents

Natural and artificial barriers,
streets, or city limit

Boundaries

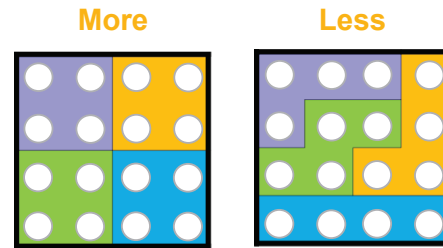


Compactness

Compactness: Generally, should be aware of shape and appearance

Specifically, nearby areas of population not bypassed for more distant ones

Does not favor abstract shapes or statistical measure

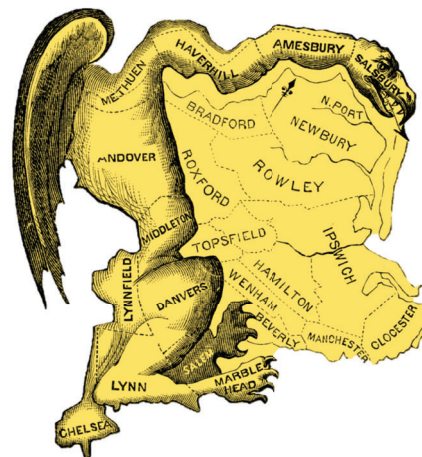


Gerrymandering

Gerrymandering: From a cartoon depicting an 1812 Massachusetts district

Shall not adopt for purpose of favoring or discriminating against a political party

Communities of interest may not include relationships with political parties, incumbents, or candidates.



Things to Remember

Strive for population equality. Be prepared to justify deviations

Focus on traditional criteria. Draw contiguous districts that respect communities, while using understandable boundaries, and are compact when possible

Do not use race as the predominant factor. Only as one of many factors and cannot subordinate other redistricting criteria

Census Data

Census: Conducted every ten years.

Purpose is to count every person

Used to determine if populations are equal

Reported by census blocks

ACS: Monthly sample averaged over five years

Purpose to estimate a more detailed demographics

Used to determine compliance with Voting Rights Act.

Reported primarily by census block groups or tracts

But California breaks down CVAP data to census block

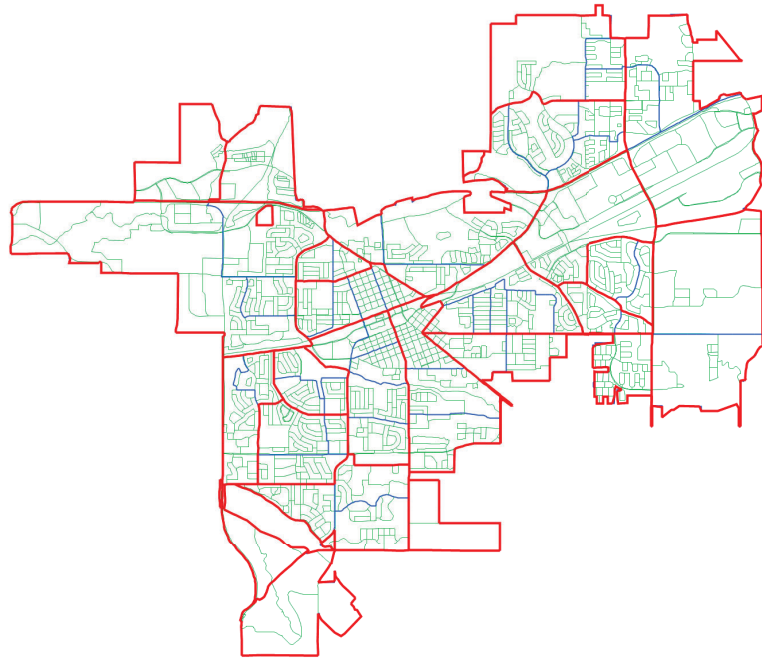
Census Geography

| Type | # | Average Pop |
|------|---|-------------|
|------|---|-------------|

| | | |
|-------|-------|----|
| Block | 1,347 | 65 |
|-------|-------|----|

| | | |
|-------------|----|-------|
| Block Group | 58 | 1,517 |
|-------------|----|-------|

| | | |
|-------|----|-------|
| Tract | 21 | 4,191 |
|-------|----|-------|



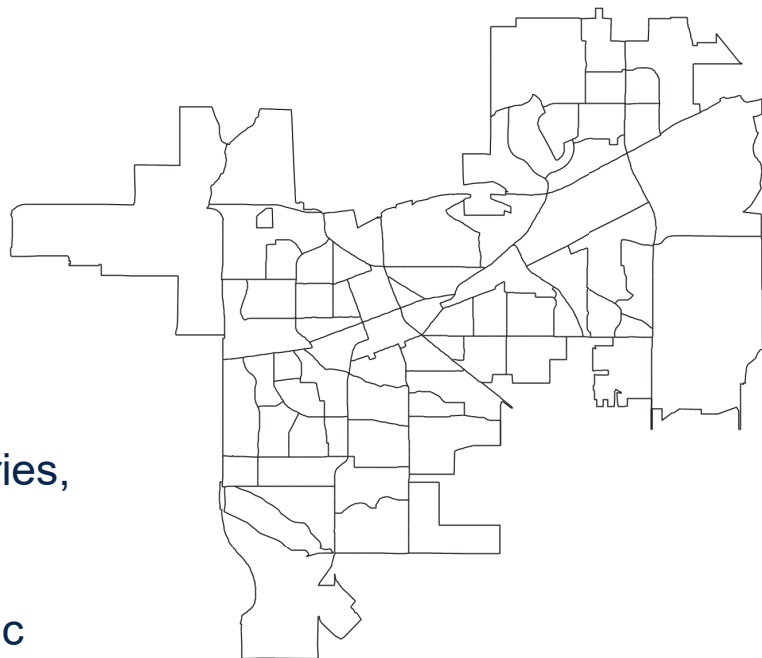
Slice Geography

| Type | # | Average Pop |
|------|---|-------------|
|------|---|-------------|

| | | |
|-------|----|-------|
| Slice | 69 | 1,275 |
|-------|----|-------|

Slices: Combination of census block groups, understandable boundaries, and existing plan

Used to encourage public redistricting plans



Two Phases

Phase I: At least 1 hearing before drawing draft plans:

- October 11
- January 24

Chance for public to provide input on communities of interest, existing lines, and then propose their own plans

All public input to website

Phase II: At least 2 hearings after first draft plans

- February 14
- March 14

Chance for public feedback, suggested changes, alternate plans, & additional community of interest testimony

Final plans must be adopted by April 17

Public Input

Communities of Interest:

- Where is it located?
- What is the mutual interest of the community?
- Why should it be kept together?

Printable worksheet on the website

Plans:

Worksheet and interactive excel using slices

Online tool using census blocks (By 10/18)

Basic demographics, PDF, interactive map, and GIS files produced for all plans

All posted at least 7 days before hearing

Resources

Webpage

- <https://drawlivermore.org/>
- Will be maintained for ten years

Email

- redistricting@cityoflivermore.net

City of Livermore - Redistricting

Outreach & Engagement Efforts



October 11, 2021

1

Agenda

- Outreach & engagement efforts to date
 - Dedicated website
 - Press release
 - Social media
 - Direct outreach to community groups
- Outreach & engagement moving forward
 - Add-on options
 - Continued engagement publicizing each milestone in the process

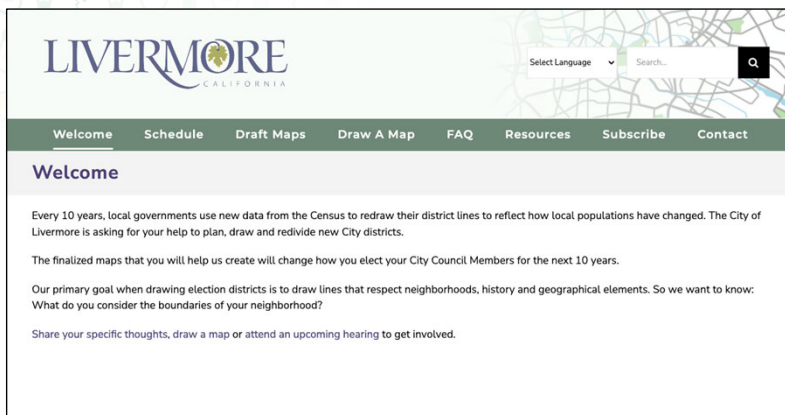


2

Outreach & Engagement Efforts to Date

3

Dedicated Website



DrawLivermore.org, which launched Sept. 28, is continuously updated with information & resources.


Includes **Subscribe** option to sign up for email updates & **Contact** tab to share feedback



4

Press Release

Press release announcing
the process sent on
October 8 to both print
and online media



NEWS RELEASE
October 8, 2021

FOR IMMEDIATE RELEASE

CONTACT: Christine Martin
Assistant City Manager
City of Livermore
925-960-4044
cmartin@cityoflivermore.net

CITY OF LIVERMORE LAUNCHES REDISTRICTING PROCESS WITH FIRST PUBLIC HEARING SCHEDULED FOR OCTOBER 11

LIVERMORE, Calif. – The City of Livermore is beginning a once-in-a-decade redistricting process. The City is launching the process by hosting the first of four public hearings. The first Public Hearing will take place on October 11 at 7:05 p.m. via [Zoom](#) (Zoom Meeting ID: 892 5927 5389 or Zoom Dial-In Phone Number: 1 669 900 6833). The first hearing will include a presentation on redistricting and how community members can get involved.


The City of Livermore has established a schedule for upcoming hearings and workshops:

October 11, 2021, at 7:05 pm - First Public Hearing
October 18, 2021, at 7:00 pm - First Community Workshop
January 24, 2021, at 7:05 p.m. - Second Hearing
February 14, 2021, at 7:05 p.m. - Third Hearing
March 14, 2021, at 7:05 p.m. - Fourth Hearing

Every 10 years, local governments use new data from the Census to redraw their district lines to reflect how local populations have changed. Members of the Livermore community are invited to participate in the redistricting process to help make sure district lines respect neighborhoods, history, and geographical elements.

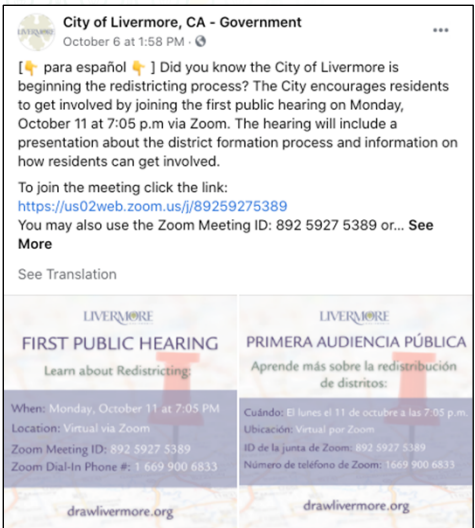
During the process, mapping tools will become available for residents to draw what they believe should be the new district lines that define their communities of interest. Communities of interest can include shared interests, social and civic networks, racial and ethnic compositions, cultural identities, socioeconomic status, etc.

To help share information about redistricting and eventually gather draft maps and collect public feedback, the City of Livermore has launched a dedicated redistricting website: drawlivermore.org




5

Social Media



Social media content on
redistricting launched
October 6 (on Facebook,
Twitter, Instagram and
Nextdoor) and will be
shared weekly moving
forward



6

Direct Outreach to Community Groups

Direct emails to reach out to groups prior to this Hearing

Elections Code 21628 requires a good faith effort to provide:

“information through good government, civil rights, civic engagement, and community groups or organizations that are active in the city, including those active in language minority communities”



7

Outreach & Engagement Moving Forward

8

Outreach Moving Forward

- First Virtual Community Workshop: October 18, 7 p.m.
- Add-on options for your consideration/decision:
 - ☐ Additional virtual community workshop(s)
 - ☐ In-person community workshops
 - ☐ Additional press releases (on top of 2 already planned)
- Continued engagement publicizing each milestone in the process



9

Questions?

10



Report from the Director of Emergency Services regarding the COVID-19 emergency

October 11, 2021

Presented by Marc Roberts, Director of Emergency Services



1

Updates Since We Last Met

- Alameda County will lift the indoor masking requirement in public spaces not subject to state and federal masking rules when all the following occur:
 1. Alameda County reaches the moderate (yellow) COVID-19 transmission tier and remains there for at least three weeks; **AND**
 2. COVID-19 hospitalizations in Alameda County are low and stable; **AND**
 3. 80% of the County's total population is fully vaccinated, **OR** Eight weeks have passed since a COVID-19 vaccine has been authorized for 5- to 11-year-olds



2

Updates Since We Last Met

- Livermore COVID-19 Task Force
 - Wrapped up, but will reconvene when needed
 - Successes:
 - Recurring vaccination clinics through November 21st
 - PSA videos
 - Current and consistent data
 - Coordination with DOOR program focused in Livermore
 - County Incentive Program: Get fully vaccinated, get \$100
 - Ongoing commitment from County of continued collaboration



3

Local Vaccine Clinics

- Springtown Library 10/12
 - Alameda County Vaccine Incentive Program: Get Fully Vaccinated, Get \$100
- 8-week Pop-up Vaccination Program
 - Sundays between 9:00 a.m. and 1:00 p.m.
 - May Nissen Park offers vaccinations and testing on October 24 & 31, and November 7 & 21
 - Sunday Farmers Market offers vaccinations only on October 17 and November 14
 - Alameda County Vaccine \$100 Incentive Program



4

Updates from LVJUSD

- 92% of employees have provided proof of vaccination. The remainder are tested weekly
 - Very few cases among employees
- Roughly 140 students tested positive in the first six weeks of school
 - 4.5 per cases day, average
 - Student safety is the priority: indoor masking, distancing when possible, and hand hygiene
- Of 13,200 students, 200 have elected independent study



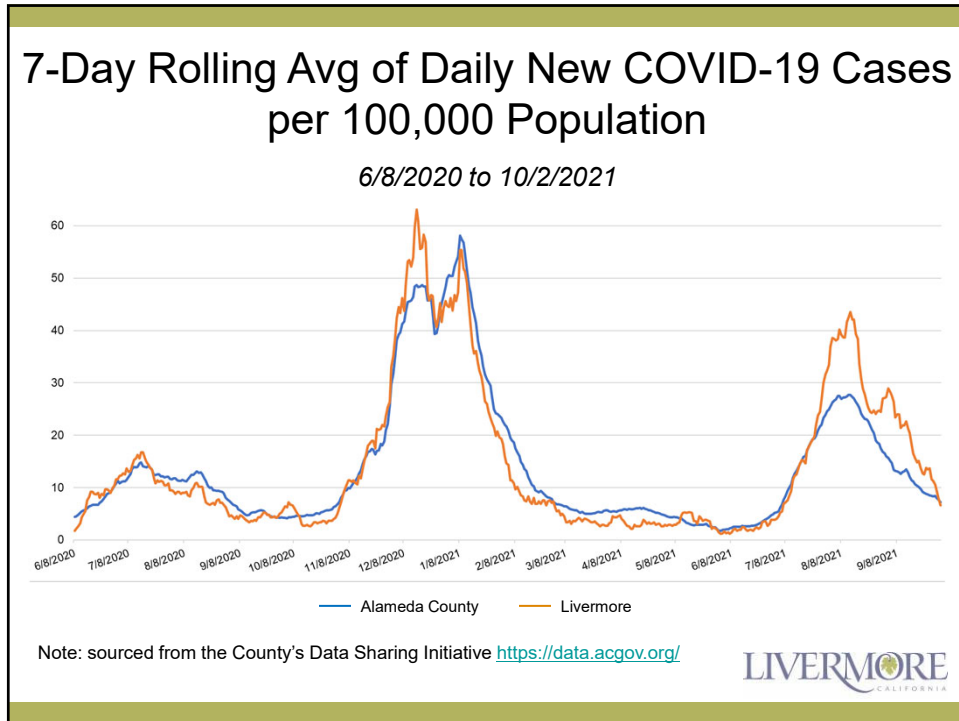
5

Local Businesses Update

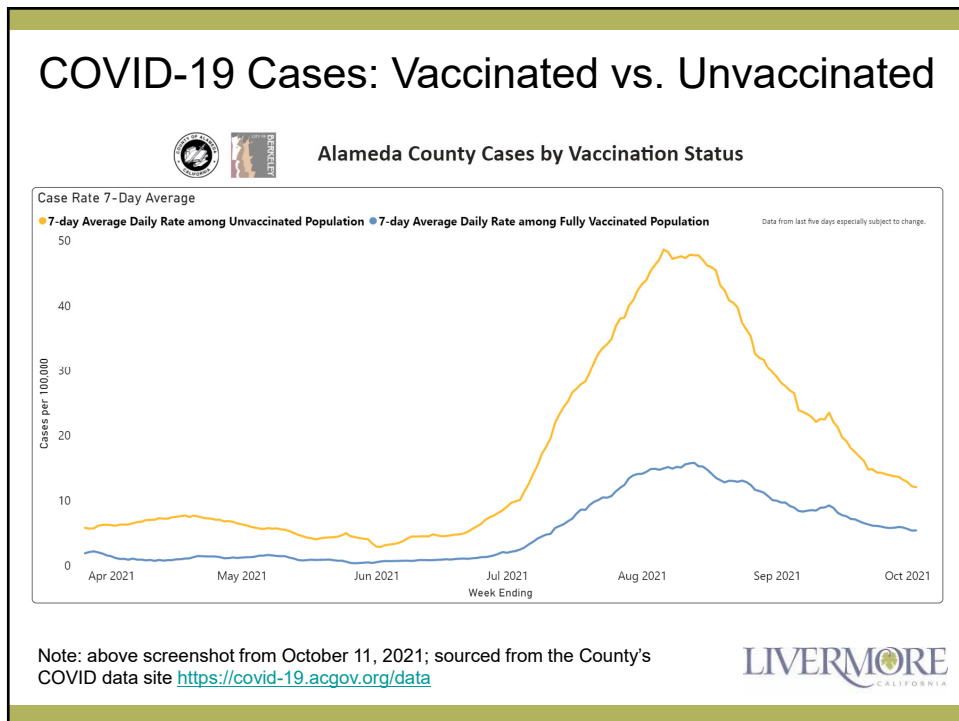
- Livermore's Commercial Eviction Moratorium, last updated March 10, 2021, and tied to Governor Newsom's Executive Orders, expired on September 30, 2021
 - State and County continue to offer residential eviction protections and rental assistance programs
- With vaccination rates on the rise and COVID-positive case counts on the decline, patrons are returning to indoor dining
 - Flex zone program will return to seasonal use beginning in November
- Staff are exploring permanent changes to our flex zone program, including:
 - Expanding the geography and number of spaces to match changes in demand
 - Use of flexible materials in landscaped and plaza areas



6



7



8

Recent Trends

| | Fully Vaccinated 9/27/21 | Fully Vaccinated 10/11/21 |
|----------------|-----------------------------|------------------------------|
| Alameda County | 77.6% | 79.0% |
| Livermore | 71.1% | 72.3% |

Source: displayed on the County COVID data dashboard <https://covid-19.acgov.org/data>

| | 7-day Avg. of Daily New Cases / 100k 9/18/21 | 7-day Avg. of Daily New Cases / 100k 10/2/21 |
|----------------|--|--|
| Alameda County | 10.6 | 7.2 |
| Livermore | 15.6 | 6.6 |

Source: per data received directly from Alameda County Public Health



9

Questions?



10



FY 2021-2023 City Council Goals and Priorities Update

Presented by
Marc Roberts, City Manager

October 11, 2021



1

FY 2021 - 2023 City Council Priorities



- Asset Management and Storm Water
- Downtown
- General Plan Update
- Homelessness and Affordable Housing
- Modernization, Training and Workplace Enhancements



2

City Council Priorities FY 2021 – 2023

Asset Management

Establish comprehensive Asset Management and Stormwater Management Programs, ensuring the community continues to receive vital services through sustainable infrastructure strategy.



Asset Data Collection and Analysis

- ✓ Transitioned to NEXGEN, enterprise asset and workorder management software in September 2021. Developed workflow and business practice, migrated asset data and developed a training program for all maintenance staff.

Stormwater Management

- ✓ Submitted 2001 Annual Notification in preparation for stream maintenance projects to be implemented in the fall.
- ✓ In July 2021, completed mid-term update of the Tri-Valley Hazardous Mitigation Plan.



3

City Council Priorities FY 2021 – 2023

Downtown

Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.

Parking and Circulation

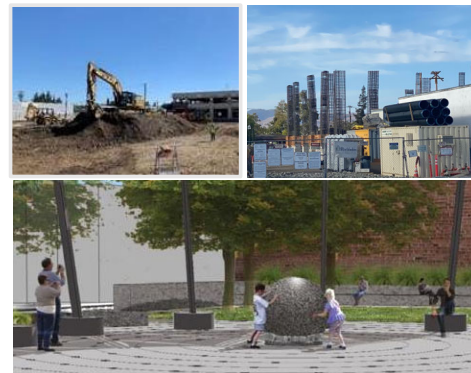
- ✓ Began construction of I Street Parking Garage in April 2021. Project is scheduled for completion in Spring 2022.

Downtown Core Implementation

- ✓ In July 2021, City Council authorized an agreement with RRM Design Group to conduct public outreach of Veterans Park. Stakeholder engagement held in mid-September.
- ✓ Reviewed and approved Quest interim educational demonstration area. Opened for events in August 2021.
- ✓ In May 2021, the City Council approved Eden Housing.

Livermorium Plaza

- ✓ Began construction July 2021 and is on schedule for completion in Winter of 2021-22.



4

City Council Priorities FY 2021 – 2023

General Plan Update

Comprehensively update the Livermore General Plan, including Housing Element and Programmatic EIR, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.

Project Team Formation

- ✓ In June 2021, City Council authorized an agreement with Placeworks to update the General plan and Housing Element.
- ✓ In July 2021, City Council established the General Plan Advisory Committee Rules of Procedure.
- ✓ In September 2021, City Council approved the Committee selection process.
- ✓ In October 2021, City Council completed committee interviews.



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5

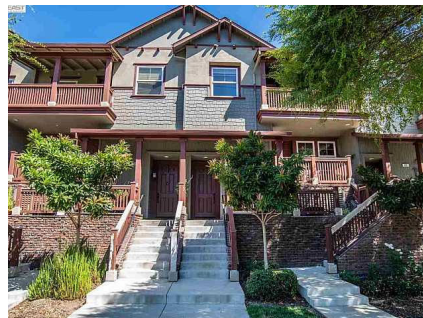
City Council Priorities FY 2021 – 2023

Homelessness and Affordable Housing

Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.

Homeless Strategic Framework

- ✓ Worked with Alameda County to identify and implement a Project Roomkey/Ground Hotel.
- ✓ Staff worked with nonprofit partners to identify and apply for federal funds that leverage City funding for housing and human services, such as the Federal Eviction Prevention Program.
- ✓ As of September 2021, \$462,330 in federal COVID-19 rent relief funds have been disbursed to Livermore tenants.
- ✓ The City entered into contract with CityServe to assist Livermore residents access rental assistance funds.



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6

City Council Priorities FY 2021 – 2023

Homelessness and Affordable Housing

Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.



Development of Affordable Multifamily Projects

- ✓ Grand Opening for Chestnut Square Family held on August 2021.
- ✓ In September 2021, City Council approved the Development, Disposition and Loan agreement for Interfaith Housing/Pacific Avenue Project.
- ✓ Worked with Eden Housing to submit an application for tax credits. The project received one of highest scores in the region.



7

City Council Priorities FY 2021 – 2023

Homelessness and Affordable Housing

Establish a homelessness strategy, engaging local partners to develop a coordinated response, and expand diversity of affordable housing opportunities.

Create Affordable Ownership Opportunities

- ✓ City Council adopted an update to the City's inclusionary housing ordinance in June 2021. The new on-site rental housing requirements went into effect July 2021.

Regional Housing Opportunities

- ✓ Staff developed a response to a County solicitation for City-sponsored Homekey projects, providing housing for people experiencing homelessness.
- ✓ Coordinated with County and Crosswinds Church on Goodness Village Project, providing 28 tiny home units for individuals experiencing homelessness



Homekey
Bringing California Home

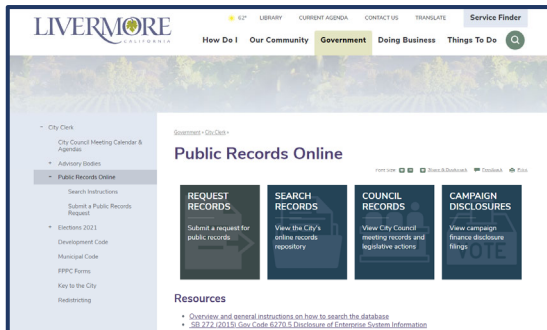


8

City Council Priorities FY 2021 – 2023

Modernization, Training and Workplace Enhancements

Develop a systematic approach to modernizing the City's aging business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.



Governance and Process Improvement

- ✓ Improve the approval process for New Hire Requisitions.
- ✓ New public records request software purchased and implemented. Staff fully trained.

Modernize Key Business Systems

- ✓ Selected Enterprise Resource Planning consultant and completed initiation and needs assessment.
- ✓ Selected cloud-based electronic content management system software.



9

City Council Priorities FY 2021 – 2023

Modernization, Training and Workplace Enhancements

Develop a systematic approach to modernizing the City's ageing business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.

Modernize Key Business Systems (continued)

- ✓ Implemented new Agenda Management System.
- ✓ Implemented use of Granicus for live Council Meetings.
- ✓ Completed evaluation and needs analysis for cybersecurity threat detection and response.
- ✓ Completed analysis of Electronic Plans Review systems that integrate with Accela Permit System.
- ✓ Evaluated Zoom enhancements allowing remote public access to live meetings from Council Chamber.
- ✓ Launched crossroads traffic collision and citation software.
- ✓ Researched cost and installation option for in car digital cameras for patrol vehicles.

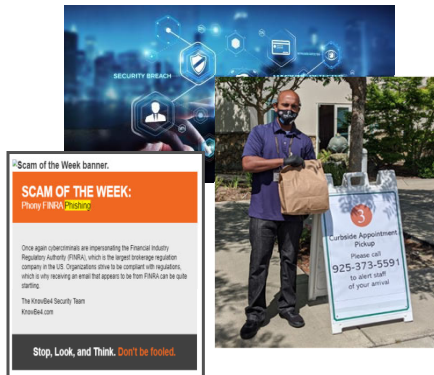


10

City Council Priorities FY 2021 – 2023

Modernization, Training and Workplace Enhancements

Develop a systematic approach to modernizing the City's ageing business systems, reviewing processes for alignment with industry best practices, and providing our workforce with the tools and training necessary to effectively deliver services to the community.



Information Technology and Cybersecurity

- ✓ Conducted IT Assessments including end users satisfaction survey and security business satisfaction & alignment.

Facility Improvements

- ✓ Library contracted with Springshare to use LibCal software to create an appointment system for pick-ups of held materials.

LIVERMORE
CALIFORNIA

11

Thank You



LIVERMORE
CALIFORNIA

12

Item 8.0 Council Member Reports

| Council Member | Committee Meeting Date | Committee | Agenda Link | Meeting Type | Committee Report: Summary |
|----------------|------------------------|--|---|--------------------------------|--|
| Mayor Woerner | 9/29/2021 | COVID-19 Task Force | N/A | | |
| Mayor Woerner | 9/29/2021 | Tri-Valley Cities Councils Meeting | N/A | | |
| Mayor Woerner | 10/2/2021 | Quest Plaza Ribbon Cutting | N/A | | Met troop and answered their questions |
| Mayor Woerner | 10/6/2021 | Livermore Chamber of Commerce | N/A | Business Alliance Meeting | |
| Mayor Woerner | 10/6/2021 | Alameda County Health Care Services Agency | N/A | Elected Officials COVID Update | Legislative agenda update |
| Mayor Woerner | 10/11/2021 | Alameda County Transportation Committee | https://www.alamedactc.org/get-involved/upcoming-meetings/ | Committee Meeting | |

Item 8.0 Council Member Reports

| Council Member | Committee Meeting Date | Committee | Agenda Link | Meeting Type | Committee Report: Summary |
|------------------|------------------------|---|---|--|---|
| Vice Mayor Munro | 9/15/2021 | League of California Cities East Bay Division | | Transportation, Communication, and Public Works Committee | Approved the following resolution: A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECCESARY FUNDING FOR CUPC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QAULITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT-OF-WAY. |
| Vice Mayor Munro | 9/15/2021 | Visit Tri-Valley Luncheon and Awards | | | Received information on the state of tourism and Visit Tri-Valley's role in promoting tourism in the Tri-Valley over the past year. |
| Vice Mayor Munro | 9/23/2021 | League of California Cities East Bay Division | | Three Day Conference | To be reported out verbally at council. Note: this conference took place over three days: Sept. 23-25, 2021 |
| Vice Mayor Munro | 9/29/2021 | Tri-Valley Cities Council | | | Heard updates on the status of the |
| | 9/29/2021 | East Bay Community Choice Energy Joint Powers Authority | https://ebce.org/meetings/board-of-directors-9-22-21/ | Board of Directors | |
| Vice Mayor Munro | 10/2/2021 | QUEST plaza ribbon-cutting | | | Celebrated the formal opening of QUEST plaza and participated in activities to demonstrate scientific principles. |
| Vice Mayor Munro | 10/3/2021 | Filipino Barrio Fiesta | | Attended the Filipino Barrio Fiesta and enjoyed the celebration of Filipino culture and food (donuts, anyone?) in Livermore. | |

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| Council Member Bonanno | 9/29/2021 | COVID-19 Task Force | | Task Force | Continue partnering with County Health Officials, D1 supervisor office and local organizations to review data, plan for vaccine distribution, and develop messaging to improve Livermore's vaccination rates |
| Council Member Bonanno | 9/29/2021 | CoL Employee Appreciation BBQ | | | |
| Council Member Bonanno | 9/29/2021 | Livermore Amador Valley Water Management Agency Joint Powers Authority | https://lavwma.com/wp-content/uploads/2021/09/2021-09-29_LAWVMA_Agenda_Full.pdf | Special Board Meeting | Second special meeting required to direct staff on strategy for procuring replacement pumps |
| Council Member Bonanno | | Tri-Valley Cities Councils Virtual Meeting | | | Tri-Valley councils roundtable with update on redistricting process and review of relevant state and federal passed and pending legislation. |
| Council Member Bonanno | 10/2/2021 | Quest Plaza Ribbon Cutting | | | |
| Council Member Bonanno | 10/4/2021 | Livermore-Amador Valley Transit Authority | https://www.wheelsbus.com/meeting/board-of-directors-meeting-92/ | | |
| Council Member Bonanno | 10/5/2021 | Climate Action Sub-committee | | Sub-committee | With CM Carling providing guidance to staff on Climate Action Plan draft |
| Council Member Bonanno | 10/7/2021 | Tri-Valley MFG Day Webinar | | | |
| Council Member Bonanno | 10/11/2021 | Climate Action Sub-committee | | | See above (10/5/21) |

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| Council Member Carling | 9/29/2021 | Livermore Amador Valley Water Management Agency |
| Council Member Carling | 9/29/2021 | Joint Powers Authority |
| Council Member Carling | 9/29/2021 | Employee recognition BBQ |
| Council Member Carling | 9/29/2021 | Tri-Valley cities council meeting |

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| Council Member Kiick | 10/4/2021 | Livermore-Amador Valley Transit Authority | https://www.wheelsbus.com/meeting/ | Board Meeting | Regular updates |
| Council Member Kiick | 10/4/2021 | Livermore-Amador Valley Transit Authority | https://www.wheelsbus.com/meeting/ | Special Meeting | Special bus purchase approval |