



CITY COUNCIL
AGENDA

Monday, October 23, 2017

CLOSED SESSION - 6:00 PM

REGULAR MEETING - 7:00 PM

COUNCIL CHAMBERS
3575 PACIFIC AVENUE
LIVERMORE, CA 94550

CITY COUNCIL

John Marchand, Mayor
Steven Spedowski, Vice Mayor
Robert W. Carling, Council Member
Bob Coomber, Council Member
Bob Woerner, Council Member

Regular City Council meetings are broadcast live on Channel 29 and videotaped for local television and for replay. For a schedule of City Council meeting replay airtimes or to access videos of previous meetings, log onto www.tri-valleytv.org. City Council meetings are also streamed live on the web at www.tri-valleytv.org/live-tv29.html.



HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

Speaker Cards - If you wish to address the Council, you must complete a speaker card for each item about which you want to speak. The speaker card box is located in the Council Chambers lobby. Place your speaker card in this box behind the tab that corresponds to the agenda item number. Staff will collect the cards for each item immediately before the item is to be considered and gives the speaker cards to the Mayor. The Mayor will call speakers to the public lectern. No cards will be accepted once the presentation on that item has commenced.

Citizens Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of three minutes per person. The Mayor may reduce the amount of time based on the number of persons wishing to speak. 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 take a maximum of three 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 three minute limit.

Written Materials may be submitted by the public. If you wish your materials to be sent to the City Council prior to the City Council meeting, they must be submitted to the City Clerk's Office no later than 5:00 pm on Thursday, eleven days prior to the Monday meeting. Those items will be copied and sent to the City Council with the agenda packet. Materials submitted after 5:00 pm on Thursday, eleven days prior to the meeting will be copied and given to the City Council the night of the meeting provided the materials are received in the City Clerk's Office by 12:00 pm on the day of the Council meeting. However, it is unlikely that the City Council will be able to read the late submitted materials before the start of the meeting. Therefore, it is suggested that you give a verbal summary of your materials at the meeting

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Friday evening, ten 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>.

If supplemental materials are made available to the members of the City Council at the meeting, a copy will be available for public review at the Council Chambers, 3575 Pacific Avenue, Livermore.

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 CALL (925) 960-4200 (VOICE) OR (925) 960-4104 (TDD) AT LEAST FOUR (4) DAYS IN ADVANCE OF THE MEETING.



CITY COUNCIL

AGENDA

MONDAY, OCTOBER 23, 2017

CLOSED SESSION – 6:00 PM

REGULAR MEETING – 7:00 PM

**COUNCIL CHAMBERS
3575 PACIFIC AVENUE
LIVERMORE, CA 94550**

CLOSED SESSION

CALL TO ORDER 6:00 PM

Roll Call Council Member Robert W. Carling
Council Member Bob Coomber
Council Member Bob Woerner
Vice Mayor Steven Spedowski
Mayor John Marchand

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

ADJOURN TO CLOSED SESSION

1. Conference with Labor Negotiator. Pursuant to Government Code Section 54957.6. To meet with Mayor John Marchand, the City's Negotiator, regarding negotiations with the City Manager.
2. Conference with Labor Negotiator. Pursuant to Government Code Section 54957.6. To meet with Mayor John Marchand, the City's Negotiator, regarding negotiations with the City Attorney.

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

REGULAR MEETING

1. CALL TO ORDER 7:00 PM

1.01 Roll Call

Council Member Robert W. Carling
Council Member Bob Coomber
Council Member Bob Woerner
Vice Mayor Steven Spedowski
Mayor John Marchand

1.02 Pledge of Allegiance

1.03 Report of Action Taken in Closed Session

2. PROCLAMATIONS AND PRESENTATIONS

2.01 Beautification Committee Annual Update.

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3. CITIZENS FORUM

- *In conformance with the Brown Act, no City Council action can occur on items presented during Citizens Forum.*
- *Please complete a speaker card. When the Mayor calls your name, walk to the lectern to address the City Council.*
- *Speakers are limited to a maximum of three minutes per person. 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 at 9:30 pm, or following the Public Hearings, whichever occurs first.*

4. 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 complete a speaker card.

4.01 **Introduction of an ordinance** amending and replacing Chapter 5.80 - Medical Marijuana Dispensaries and Chapter 5.90 - Commercial Cultivation of Marijuana for Medicinal Purposes of the Livermore Municipal Code to prohibit all commercial cannabis activities in the City of Livermore; AND

Resolution affirming that commercial cannabis activity land uses are prohibited in the City of Livermore.

[Staff Report](#) PAGE 11

[Attachment 1 - City Council Staff Report dated October 9, 2017](#)

[Ordinance](#)

[Exhibit A to Ordinance](#)

[Resolution](#)

- 4.02 **Introduction of an ordinance** amending Municipal Code Section 6.12.140 Dog Leash Requirements, to remove certain instances when dogs may be off leash, and to update leash requirements.

[Staff Report](#) PAGE 33

[Attachment 1 - Section 6.12.140 Redlined Version](#)

[Attachment 2 - LARPD Leash Rules](#)

[Ordinance](#)

- 4.03 **Introduction of an ordinance** amending Municipal Code 2.68.430 Surplus Supplies and Equipment, to grant the Administrative Services Director the authority to surplus police canines and kennels.

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[Attachment 1 - Relined Version 2.68.430](#)

[Ordinance](#)

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- 4.04 Resolution determining that there remains a need to continue the emergency proclamation declared on March 15, 2017 for the February 19, 2017 flood damage.

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[Attachment 1 - Storm Damage Locations](#)

[Resolution](#)

- 4.05 Resolution authorizing the issuance of a Project and Program Grant in the amount of \$10,000 to Livermore Shakespeare Festival to support the 2018 summer program, and authorizing execution of the grant agreement.

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[Resolution](#)

[Exhibit A to Resolution](#)

- 4.06 Resolution authorizing execution of a three-year agreement with Cintas Corporation in a total amount not to exceed \$180,000 to provide and launder rental uniforms and textiles for the Public Works Department.

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[Attachment 1 - NJPA Acceptance and Award Contract #12-JLH-011C](#)

[Resolution](#)

[Exhibit A to Resolution](#)

5. **PUBLIC HEARINGS – None.**

6. **MATTERS FOR CONSIDERATION**

- 6.01 Update on the status of Downtown Public Engagement and consideration of amending the agreement with PlaceWorks, in a not-to-exceed amount of \$283,500, for the facilitation of the Downtown Public Engagement - Phase Two.

Recommendation: Staff recommends the City Council accept this update on Downtown public engagement; and adopt a resolution authorizing execution of the first amendment to an agreement with PlaceWorks, for an additional amount not to exceed \$283,500, for the facilitation of Phase Two of the Downtown Public Engagement Plan.

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[Attachment 1 - Downtown Public Engagement Plan](#)

[Attachment 2 - Approved Agreement with PlaceWorks](#)

[Resolution](#)

[Exhibit A to Resolution](#)

- 6.02 Discussion and direction regarding the East Bay Regional Park District's grant request in the amount of \$132,200 from the Altamont Landfill Settlement Agreement Open Space Account, for the acquisition of a recreational trail easement and an emergency vehicle access easement to provide public access to the Doolan Canyon Regional Preserve.

Recommendation: Staff recommends the City Council adopt a resolution accepting the Altamont Landfill Open Space Committee's recommendation to authorize the East Bay Regional Park District's grant request in the amount of \$132,200, for the acquisition of the land. APNs 905-0005-001-01 and 905-9995-006-02.

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[Attachment 1 - Location Map](#)

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[Attachment 3 - Map of Open Space Acquisition Areas](#)

[Attachment 4 - Map of Doolan Canyon Trail ? T20](#)

[Attachment 5 - East Bay Regional Park District Grant Application
Resolution](#)

6.03 City Council Goals and Priorities Fiscal Years 2017-19 Update.

Recommendation: No action required. This report is for information only.

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[Attachment 1](#)

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

7.01 Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. *A verbal report may be given.*

8. ADJOURNMENT – To a regular City Council meeting on November 13, 2017 at 7:00 pm, Council Chambers, 3575 Pacific Avenue, Livermore.

SUPPLEMENTAL MATERIALS [DOCUMENT](#)

ADDITIONAL MATERIALS RECEIVED AT MEETING [DOCUMENT](#)

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ITEM 2.01

BEAUTIFICATION COMMITTEE ANNUAL UPDATE

(A verbal report will be given at the meeting)



DATE: October 23, 2017
TO: Honorable Mayor and City Council
FROM: Paul Spence, Community Development Director
SUBJECT: Commercial Cannabis Activities and Cannabis Land Uses

RECOMMENDED ACTION

Staff recommends the City Council:

1. Introduce an ordinance amending the Municipal Code to prohibit all commercial cannabis activities, with the exception of deliveries of medicinal cannabis from licensed dispensaries located outside the city to qualified patients and primary caregivers residing inside the city; and
2. Adopt a resolution affirming the Development Code prohibits all commercial cannabis land uses in the city.

DISCUSSION

At the October 9, 2017 meeting, the City Council directed staff to prepare an ordinance prohibiting all commercial adult-use and medicinal cannabis uses. The State Bureau of Cannabis Control is expected to start accepting applications for licenses for cannabis businesses on January 1, 2018. To ensure the State does not issue a license for a cannabis business in Livermore, the City must have an ordinance clearly prohibiting commercial cannabis uses before the State starts issuing licenses. The proposed amendment to the Municipal Code replaces the existing prohibitions on medical marijuana dispensaries (Municipal Code Section 5.80.020) and commercial cultivation of medical marijuana (Municipal Code Section 5.90.020) with a prohibition on all commercial cannabis activities (new Municipal Code Section 5.80.020).

The City Council also directed staff to exempt the delivery of medicinal cannabis from a licensed dispensary from outside to the city to qualified patients and primary caregivers residing in the city. This exemption is included in the proposed amendment as Section 5.80.030.

In addition to the ordinance amending the Municipal Code, staff recommends the City Council adopt a resolution affirming the Development Code prohibits all commercial cannabis land uses in the city.

The proposed ordinance and resolution are not considered a project under the California Environmental Quality Act since they retain the status quo and will not result in any direct or indirect physical changes to the environment. Therefore, environmental review is not required for the approval of the ordinance and resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The approval of the proposed ordinances will have no fiscal and administrative impacts.


ATTACHMENTS

1. Staff report dated October 9, 2017

Prepared by:

Scott Lee
Principal Planner

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

CITY COUNCIL STAFF REPORTITEM 6.03

DATE: October 9, 2017

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Medical and Recreational Commercial Cannabis Uses

RECOMMENDED ACTION

Staff recommends the City Council:

1. direct staff to prepare an ordinance prohibiting all commercial medical and recreational cannabis uses; and
2. direct staff whether to prepare an ordinance providing an exception to permit and regulate operation of medical cannabis dispensaries in Livermore.

SUMMARY

On December 12, 2016, the City Council directed staff to initiate public outreach on the prospect of permitting a medical cannabis dispensary use in Livermore. Following Council's direction, staff conducted an online survey and public workshops to gather public input on the subject. The public outreach did not gather feedback regarding cultivation, manufacturing, and other commercial cannabis activities, including recreational cannabis sales outlets.

The public outreach program consisted of an online survey and three public workshops conducted in the spring and summer of this year. The feedback was mixed, with survey respondents generally in favor of a medical cannabis dispensary that is well regulated, but with residential neighbors near the heavy industrial zone on the east side of the city strongly opposed an ordinance permitting medical cannabis dispensaries.

If the Council does not approve an ordinance prohibiting commercial cannabis uses by the end of the 2017, the State can start issuing licenses for cannabis businesses in Livermore. The State will not issue licenses in cities that have an ordinance prohibiting cannabis uses. Therefore, staff recommends that the City Council adopt an ordinance

prohibiting cannabis use to comply with the State deadline and direct staff whether to prepare an ordinance providing an exception to permit and regulate operation of medical cannabis dispensaries in Livermore.

DISCUSSION

The Council’s direction included public outreach through an online survey and public workshops on the prospect of permitting a medical cannabis dispensary use in Livermore in the Heavy Industrial (I-3) zoning district on the east side of Livermore (see Attachment 1). As part of the public outreach program, the City posted an online survey on the City website for three weeks beginning February 13, 2017. The public was notified of the survey through social media outlets, including Facebook and Nextdoor.com, and the City website.

Survey Results

Over 1,200 people participated in the online survey, 1,100 of which indicated that they were Livermore residents. Results are summarized in Table 1 on the following pages.

Table 1: Online Survey Results

Online Survey Question	Response Options	Response: All Participants	Response: Livermore Residents Only
1. Do you think cannabis is medically beneficial?	Yes	73.6%	71.5%
	No	12.9%	14.0%
	Not Sure	13.4%	14.5%
2. Do you or anyone you know use medical cannabis?	Yes	65.2%	62.4%
	No	34.8%	37.6%
3. If you are a medical cannabis patient, how do you obtain medical cannabis?	Visit a dispensary in another city	19.3%	24.0%
	Delivered to home	16.6%	16.8%
	Both of the above	43.9%	31.5%
	Other	20.0%	27.7%
4. If the City of Livermore were to permit medical cannabis dispensaries, would the industrial zone on the eastern edge of town be an appropriate location?	Yes	58.4%	56.6%
	No	26.6%	28.8%
	Not Sure	15.0%	14.7%

Online Survey Question	Response Options	Response: All Participants	Response: Livermore Residents Only
5. If the City of Livermore were to develop regulations to permit medical cannabis dispensaries, how important is each of the following regulations to you?			
A. Locate dispensaries away from residences, schools, churches, parks, and other sensitive uses.	Very Important	61.3%	62.7%
	Somewhat Important	22.7%	21.8%
	Not Important	15.9%	15.5%
B. Control the number of dispensaries.	Very Important	54.7%	57.6%
	Somewhat Important	27.0%	24.7%
	Not Important	18.3%	17.7%
C. Control the size of a dispensary or the quantity of cannabis stored at a dispensary.	Very Important	49.6%	51.9%
	Somewhat Important	22.2%	21.8%
	Not Important	28.1%	26.3%
D. Ensure safe and secure operation of dispensaries.	Very Important	90.0%	90.4%
	Somewhat Important	8.0%	7.6%
	Not Important	1.9%	2.0%
6. Should the City of Livermore develop an ordinance to permit an appropriately regulated medical cannabis dispensary?	Yes	60.8%	58.0%
	No	33.1%	35.8%
	Not Sure	6.1%	6.2%

The survey also included the option for respondents to provide comments. Those comments are compiled in Attachment 3 of this report.

To check whether the survey results are representative of opinions regarding cannabis in the general population, staff compared the results of Question 6 of the survey with the voting results of Proposition 64 on the November 2016 ballot. It is not an exact comparison because the City's online survey addressed medical cannabis dispensaries in Livermore, whereas Proposition 64 addressed whether recreational cannabis use should be permitted in California. The voting results of Prop 64 among Livermore residents were 57.7 percent voted yes and 42.3 percent voted no. Those results are similar to the responses to the online survey question asking whether the City should develop an ordinance to permit medical cannabis dispensaries, in which 58 percent of Livermore residents responded yes, 35.8 percent responded no, and 6.2 percent were unsure. The comparable results of the online survey and the Prop 64 vote provides a

measure of assurance that the online survey is representative of opinions about cannabis among the general population of Livermore.

The majority of survey respondents also supported all of the potential regulatory restrictions included in the survey (i.e., the majority of responses to each potential regulation were “very important” or “somewhat important”).

Public Workshops

Staff also conducted three public workshops. All three workshops were structured the same way, starting with a presentation by staff that provided background information on the subject and ending with sessions for the workshop attendants to provide input. The public had the opportunity to provide input three ways: small group discussions recorded with notes by a moderator, interactive boards, and comment cards. The interactive boards posed seven questions (see Table 2 below). Workshop participants were able to vote for an answer to each question. An eighth interactive board allowed open-ended comments.

Workshop 1 was held on June 21, 2017. This workshop was open to the general public. Approximately 60 people attended this workshop.

Workshop 2 was held on August 14, 2017. This workshop targeted residents who live near the Heavy Industrial zoning district on the east side of the city that was identified as a potential area to locate dispensaries. Approximately 60 people attended the workshop, many of whom reside in the new Vineyard Crossing neighborhood along Brisa Street, east of Vasco Road.

Workshop 3 was held on August 17, 2017. This workshop targeted businesses and property owners in the Heavy Industrial zoning district on the east side of the city that was identified as a potential area to locate dispensaries. Ten business and property owners attended this workshop

The following table summarizes the responses to the questions presented on the interactive boards at the three workshops:

Table 2: Workshop Responses on the Interactive Boards

Interactive Board Question	Choices	Workshop 1 Citywide	Workshop 2 Neighborhood	Workshop 3 Businesses
1. Should the City of Livermore develop an ordinance to permit an appropriately regulated medical cannabis dispensary?	Yes	43	6	4
	No	7	49	2
	Not Sure	4	0	2
	Total # of Responses	54	55	8

Interactive Board Question	Choices	Workshop 1 Citywide	Workshop 2 Neighborhood	Workshop 3 Businesses
2. How many dispensaries should the City allow?	None	8	50	0
	1	4	4	0
	2	14	0	1
	3+	30	2	0
	Depends*	N/A	N/A	5
	Total # of Responses	56	56	6
3. If Alameda County approves a medical cannabis dispensary near Livermore, should the City continue its efforts to allow a dispensary?	Yes	43	5	3
	No	13	52	3
	Not Sure	0	0	1
	Total # of Responses	56	57	7
4. Should the City of Livermore regulate the hours of operation for a medical cannabis dispensary?	Yes	43	54	8
	No	13	1	0
	Total # of Responses	56	55	8
5. Should the City of Livermore allow medical cannabis delivery services from a Livermore-based dispensary?	Yes	37	13	4
	Yes, but only to Livermore residents	12	3	1
	No	7	42	1
	Total # of Responses	56	58	6
6. Should the City of Livermore control the size of the dispensary and/or the amount of cannabis inventory?	Yes	18	53	7
	No	33	2	1
	Not Sure	5	1	0
	Total # of Responses	56	56	8
7. Should the City apply a fee to the dispensary to cover police and additional support services?	Yes	36	59	8
	No	15	0	0
	Not Sure	5	1	0
	Total # of Responses	56	60	8

* This option for Question 2 was added based on feedback received at the third workshop only and reflects a response that is contingent upon Alameda County's action regarding dispensaries.

Additional comments written on the eighth interactive board and comment cards from each workshop are compiled in Attachment 3.

The workshop roundtable consisted of small group discussions focused on concerns the participants had about medical cannabis dispensaries and potential regulations that could

address those concerns. A complete list of the concerns raised during the discussions are included in Attachment 3.

The feedback from participants of Workshop 1 of the general public was generally consistent with the responses to the online survey. There were a number of attendees who were strongly supportive of allowing medical cannabis uses in Livermore and a much smaller number who were opposed to the use.

The feedback from participants of Workshop 2, consisting of residents near the industrial zone on the east side of the city, was much more negative about the prospect of a medical cannabis dispensary. The vast majority of participants were very opposed to the idea of a medical cannabis dispensary in their neighborhood and many did not want a dispensary in Livermore at all. A total of 49 of 55 respondents opposed an ordinance permitting dispensaries. The top concerns raised in Workshop 2 include:

- Increase in crime
- Increase in traffic and impaired drivers
- Decrease in safety
- Decrease in property values

There are few technical studies on the impacts of medical cannabis dispensaries on crime due to the relative newness and scarcity of this land use. The few studies that have been done show inconclusive connections between legal medical cannabis sales and crime. One study conducted in 2012 assessed the relationship of medical cannabis dispensaries and crime in Sacramento¹. This study found no correlation between the density of cannabis dispensaries and the rates of violent and property crime. However, the sample size of the study was small. Another study conducted in 2015 in Long Beach, California found that higher densities of medical cannabis dispensaries in adjacent areas were related to higher rates of both violent and property crime². Finally, a comprehensive study analyzing 34 months of police data in Denver, Colorado found that higher densities of cannabis sales outlets (including medical and recreational sales outlets) were related to higher rates of property crime, but not violent crime³. In summary, study results are still very limited and somewhat mixed. There is no conclusive finding on the relationship between medical cannabis dispensaries and crime, although two studies suggest that higher densities of cannabis outlets may have an effect on the crime rate in adjacent areas.

The impact of medical cannabis dispensaries on property values is also inconclusive. According to an academic study⁴ and an industry study by realtor.com⁵, retail cannabis

¹ Kepple and Freisthler, 2012

² Freisthler et al., 2015

³ Freisthler et al., 2017

⁴ "The Effect of Legalizing Retail Marijuana on Housing Values: Evidence from Colorado", Cheng Cheng, Walter J. Mayer, Yanling Mayer, December 20, 2016.

⁵ "Will Legal Marijuana Give Home Prices a New High?", Yuqing Pan and Clare Trapasso, November 16, 2016.

businesses have no negative impact on housing prices. Other types of cannabis businesses such as cultivation businesses do appear to have a negative impact on housing prices. Cultivation and manufacturing of cannabis products have a greater problem of controlling odor, which can be a nuisance on surrounding properties.

Nonmedical Cannabis Commercial Uses

The passage of Proposition 64, or the Adult Use Marijuana Act (AUMA), last year made commercial recreational cannabis uses legal in the California. In June 2017, the State adopted SB-94, or the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), that combines medical and adult-use (i.e., recreational) cannabis regulations into a single licensing structure. The State is expected to start accepting applications for licenses for cannabis businesses at the beginning of 2018. To ensure the State does not issue a license for a cannabis business in Livermore, the city must have an ordinance clearly prohibiting the commercial cannabis use before the State starts issuing licenses.

The City currently has an ordinance prohibiting medical cannabis dispensaries and commercial cultivation of cannabis, but this ordinance does not apply to other commercial recreational or medical cannabis uses. Considering that local control over commercial cannabis uses is at stake, staff recommends the City Council direct staff to prepare an ordinance prohibiting all commercial medical and adult-use cannabis uses in Livermore. After adopting the ordinance, the Council has the option to consider amending the ordinance in the future to permit specific commercial cannabis uses, such as medical cannabis dispensaries.

Even if the Council wishes to permit medical cannabis uses in Livermore, a prohibition on all cannabis uses, followed by the granting of specific exceptions for medical cannabis dispensaries is the clearest method of communicating that the City is taking full control of these land use regulations. This methodology removes ambiguity and makes it clear that the only exceptions to the City's ban are those uses specifically permitted by the City. It also protects the City from unintentionally granting control of any aspect of this use to the State in the event that a decision on specific exceptions cannot be reached before the end of the year.

FISCAL AND ADMINISTRATIVE IMPACTS

If the Council decides to retain the current ordinance prohibiting medical cannabis dispensaries and direct staff to prepare an ordinance prohibiting all other commercial cannabis uses, there would be no fiscal and administrative impact.

If the Council decides to direct staff to prepare an ordinance permitting medical cannabis dispensaries or any other commercial cannabis uses, staff would analyze the fiscal and administrative impacts of the proposed change and include the analysis in a subsequent staff report. The city has the ability to assess fees on cannabis businesses to cover the costs of administering and enforcing adopted cannabis regulations. Initially, the assessed

fees would be based on an estimate and, therefore, may not completely cover the costs. The fees could be adjusted over time after the city accrues more experience on the cost of administering and enforcing cannabis regulations.

ATTACHMENTS

1. City Council Staff Report, dated December 12, 2016
2. Online Survey Results (in bar graph format)
3. Online Survey and Workshop Comments
4. Emails submitted to the City
5. Memorandum from the City Attorney

Prepared by:

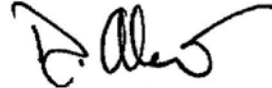
Scott Lee
Principal Planner

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

AN ORDINANCE AMENDING AND REPLACING CHAPTER 5.80, *MEDICAL MARIJUANA DISPENSARIES*, AND CHAPTER 5.90, *COMMERCIAL CULTIVATION OF MARIJUANA FOR MEDICINAL PURPOSES*, OF THE LIVERMORE MUNICIPAL CODE TO PROHIBIT ALL COMMERCIAL CANNABIS ACTIVITIES IN THE CITY OF LIVERMORE

The regulation of cannabis in California continues to evolve.

In 1970, Congress enacted the Federal Controlled Substances Act (“FCSA”), codified at 21 U.S.C. section 801, *et seq.* The FCSA classifies drugs into 5 distinct schedules (or categories) based upon a drug’s acceptable medical use and the drug’s abuse or dependency potential. The FCSA classifies marijuana as a Schedule I Controlled Substance, which are defined as drugs with no currently accepted medical use and a high potential for abuse (21 U.S.C. section 812). It is unlawful to manufacture, distribute, dispense, or possess a Schedule I Controlled Substance except as provided in the FCSA (21 U.S.C. sections 841 and 844).

In 1972, the California legislature adopted the California Uniform Controlled Substances Act (“CUCSA”), codified at California Health and Safety Code section 11000 *et seq.*, which also classified marijuana as a Schedule I Controlled Substance (California Health and Safety Code section 11054, *et seq.*). Similar to the FCSA, the CUCSA prohibits the possession, distribution, and manufacture of marijuana in California (California Health and Safety Code section 11357 *et seq.*).

In 1996, the California voters approved Proposition 215, known as The Compassionate Use Act of 1996 (“CUA”), which was codified as at California Health and Safety Code section 11362.5. The intent for the CUA was to ensure that seriously ill individuals have the right to obtain and use marijuana for medical purposes when recommended by a physician. The CUA’s purpose was to “ensure that patients and their primary caregivers who obtain and use marijuana for medical purposes upon the recommendation of a physician are not subject to criminal prosecution or sanction.” The CUA did not decriminalize marijuana or repeal California’s marijuana laws.

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In 2003, California legislature enacted the Medical Marijuana Program Act (“MMPA”), codified at Health and Safety Code section 11362.7 *et seq.*, to “clarify the scope of the application of the [CUA] and facilitate the prompt identification of qualified patients and their primary caregivers in order to avoid unnecessary arrest and prosecution.” The MMPA created a voluntary identification card program and further defined the immunities for qualified patients and primary caregivers, including collectives.

In 2005, the United States Supreme Court issued its decision in *Gonzales v. Raich*, 545 U.S. 1 (2005), which held that Congress, under the Commerce Clause of the United States Constitution, has the authority, and under the FCMA has the power, to prohibit local marijuana activities that otherwise comply with California law.

On September 12, 2005, October 10, 2005, and on July 24, 2006, the City Council adopted Ordinances 1773, 1776, and 1797, respectively, for a moratorium temporarily prohibiting medical marijuana dispensaries to allow the City an opportunity to evaluate the activity.

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On September 24, 2007, the City Council adopted Ordinance 1828, codified as Chapter 5.80 of the Livermore Municipal Code, prohibiting medical marijuana dispensaries in Livermore.

In 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, 56 Cal.4th 729 (2013), recognizing a city’s authority to regulate medical marijuana operations through the exercise of its police power established by section 7, article XI of the California Constitution.

In 2015, the California Legislature enacted the Medical Marijuana Regulation and Safety Act, which was subsequently renamed the Medical Cannabis Regulation and Safety Act (“MCRSA”), to establish a comprehensive state licensing and regulatory framework for the commercial cultivation, manufacture, transportation, storage, distribution, and sale of medical cannabis. The MCRSA required all commercial medicinal cannabis activities to be conducted between licensees, and provided that “[n]o person shall engage in commercial medicinal cannabis activity without possessing both a state license and a local permit, license, or other authorization.” The MCRSA empowered the following state licensing authorities to adopt regulations, issue licenses, and administer the corresponding areas of commercial medicinal cannabis activity within their areas of regulation:

State Licensing Authority	Commercial Medicinal Cannabis Activity
Department of Food and Agriculture	Cultivation
Department of Public Health	Manufacturing Laboratory Testing
Department of Consumer Affairs	Transportation Distribution Dispensaries

Under MCRSA, a state license may not be issued for commercial medicinal cannabis activities in a city that prohibits the activity, and applicants for state licenses must obtain authorization from a city for the activity before applying to the state.

On January 25, 2016, the City Council adopted Ordinance 2034, codified as Chapter 5.90 of the Livermore Municipal Code, to prohibit the commercial cultivation of marijuana for medicinal purposes in Livermore.

On August 16, 2016, the Ninth Circuit Court of Appeals issued its decision in *United States v. McIntosh*, 833 F.3d 1163 (2016), which held that the Consolidated Appropriations Act, 2016, Pub. L. No. 114-113, section 542, 129 Stat. 2242, 2332-33 (2015) (“Section 542”) prohibits the U.S. Department of Justice from expending funds to prosecute individuals that engage in conduct permitted by state cannabis laws. The decision also held that Section 542 does not prohibit the U.S. Department of Justice from expending funds to prosecute individuals engaged in unauthorized activities that do not strictly comply with the state’s cannabis laws. Footnote 5 in the decision also warns that Section 542 does not provide immunity from prosecution and that should Congress restore funding, the government could prosecute individuals for offenses committed when the government lacked funding.

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On June 27, 2017, the Governor approved Senate Bill 94, known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), to establish a single system for the regulation and administration of both medicinal and recreational cannabis activities in California.

On October 9, 2017, the City Council directed the City Attorney to prepare an ordinance prohibiting all commercial cannabis activities in Livermore. The City Council also directed the City Attorney to create a limited exception to the prohibition for the delivery of medicinal cannabis from a properly licensed dispensary outside Livermore to qualified patients and primary caregivers in Livermore.

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

Section 1. Authority. This ordinance is adopted pursuant to the City’s police power authority established in section 7, article XI of the California Constitution, to protect the health, safety, and welfare of the public.

Section 2. *Purpose and Intent.* The purpose and intent of this ordinance is to preserve the existing regulations in the Livermore Municipal Code that prohibit medical marijuana dispensaries and the commercial cultivation of marijuana for medicinal purposes, and to expand the regulations to prohibit all commercial cannabis activities regulated by the MCRSA, AUMA, and the MAUCRSA, except for the limited activity of delivering medicinal cannabis from a licensed dispensary located outside the city to qualified patients and primary caregivers at private residences in the city as set forth in the ordinance.

Section 3. *Amendment and Replacement.* Chapter 5.80, *Medical Marijuana Dispensaries* and Chapter 5.90, *Commercial Cultivation of Marijuana for Medicinal Purposes* of the Livermore Municipal Code are amended and replaced with Chapter 5.80, *Commercial Cannabis Activities* as set forth in Exhibit A, attached hereto.

Section 4. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review. Specifically, the ordinance is not subject to review pursuant CEQA Guidelines section 15060(c)(2) because there is no potential that it will result in a direct or reasonably foreseeable indirect physical change in the environment and CEQA Guidelines section 15378 because it has no potential for either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment. Even if the ordinance does comprise a project for CEQA analysis, it falls within the “common sense” CEQA exemption set forth in CEQA Guidelines section 15061(b)(3), excluding projects where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The MAUCRSA also purports to preclude the adoption of this ordinance from Division 13 (commencing with section 21000) of the Public Resources Code.

Section 5. *Severability.* If any part of this ordinance is declared unconstitutional by a court, such unconstitutionality shall not affect any of the remaining parts.

Section 6. *Publication.* This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the city of Livermore within fifteen days after its adoption.

Section 7. *Effective Date.* This ordinance shall take effect thirty days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 23, 2017, by the following vote:

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

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

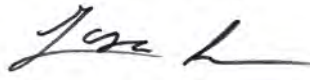
AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:

Susan Neer
City Clerk



Jason Alcala
City Attorney

Exhibit A – Ordinance (LMC Chapter 5.80)

EXHIBIT A

Chapter 5.80 **COMMERCIAL CANNABIS ACTIVITIES**

Sections:

- 5.80.010 Definitions.**
- 5.80.020 Prohibition.**
- 5.80.030 Exception.**
- 5.08.040 Enforcement.**

5.80.010 Definitions.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. “Cannabis” also has the same meaning as set forth in subpart (f) of Business & Professions Code section 26001, or any successor statute thereto.

“Cannabis products” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients, and shall have the same meaning as set forth Health and Safety Code section 11018.1 and subpart (i) of Business & Professions Code section 26001, or any successor statutes thereto.

“Commercial cannabis activity” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, and shall have the same meaning as set forth in subpart (k) of Business & Professions Code section 26001, or any successor statute thereto.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, and shall have the same meaning as set forth in subpart (l) of Business & Professions Code section 26001 or any successor statute thereto.

“Customer” means a natural person 21 years of age or over, a natural person 18 years of age or older who possesses a physician’s recommendation, a qualified patient, or a primary caregiver, and shall have the same meaning as set forth in subpart (n) of Business & Professions Code section 26001, or any successor statute thereto.

“Delivery,” “delivered,” “deliveries,” and “delivering” means the commercial transfer of cannabis or cannabis products to a customer. The terms also include the use by a medicinal cannabis dispensary of any technology platform, and shall have the same meaning as set forth in subpart (p) of Business & Professions Code section 26001, or any successor statute thereto.

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees, and shall have the same meaning as set forth in subpart (r) of Business & Professions Code section 26001, or any successor statute thereto.

“Licensee” means any natural person issued a license to engage in commercial cannabis activities by a state licensing authority, and by a local licensing authority, and shall have the same meaning as set forth in subpart (z) of Business & Professions Code section 26001, or any successor statute thereto.

“Local licensing authority” means a city, county, or city and county issuing a license for, or otherwise allowing, commercial cannabis activities within its jurisdiction, and shall have the same meaning as set forth in subpart (ac) of Business & Professions Code section 26001 defining a local jurisdiction, or any successor statute thereto.

“Manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product, and shall have the same meaning as set forth in subpart (ag) of Business & Professions Code section 26001, or any successor statute thereto.

“Marijuana” means cannabis.

“Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Health and Safety Code section 11362.5, or any successor statute thereto, by a medicinal cannabis patient in California who possesses a physician's recommendation, and shall have the same meaning as set forth in subpart (ai) of Business & Professions Code section 26001, or any successor statute thereto.

“Medicinal cannabis dispensary” or “dispensary” means commercial facility or location licensed by a state licensing authority and licensed or allowed by a local licensing authority, where medicinal cannabis is made available to or distributed by or distributed to primary caregivers or qualified patients. The following uses are not included within the definition of a “medicinal cannabis dispensary” or “dispensary,” so long as the location of such uses is otherwise regulated by this code or applicable law: A clinic licensed pursuant to Chapter 1.05 of Division 2 of the Health and Safety Code; A healthcare facility licensed pursuant to Title 2 of Divisions 2 of the Health and Safety Code; A facility licensed

pursuant to Title 2 of Division 2 of the Health and Safety Code; A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; A residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as such use complies strictly with applicable law, including but not limited to, Health and Safety Code Section 11362.5 et seq.

“Primary Caregiver” means the individual, designated by a qualified patient, who has consistently assumed responsibility for the housing, health, or safety of that patient, and shall have the same meaning as set forth in subpart (d) of Health & Safety Code section 11362.7, or any successor statute thereto.

“Private residence” means a house, an apartment unit, a mobile home, or other similar dwelling unit. To the extent allowed by law, “private residence” shall mean a fully enclosed and secure house, apartment unit, mobile home, or other similar dwelling unit. To the extent allowed by law, a private residence must be currently, presently, and lawfully utilized as the primary dwelling of one or more natural persons.

“Qualified patient” means a natural person with a physician’s recommendation for the use of cannabis to treat a serious illness, including cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which cannabis provides relief, and shall have the same meaning as set forth in subpart (f) of Health & Safety Code section 11362.7, or any successor statute thereto.

“Sell,” “sale,” and “to sell” include any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased. and shall have the same meaning as set forth in subpart (as) of Business & Professions Code section 26001, or any successor statute thereto.

“State licensing authority” means the state agency responsible for the issuance, renewal, administration, or reinstatement of a state license to engage in commercial cannabis activities, or the state agency authorized to take disciplinary action against the licensee. and shall have the same meaning as set forth in subpart (aa) of Business & Professions Code section 26001, or any successor statute thereto.

5.80.020 Prohibition.

All commercial cannabis activity is prohibited in the city, except for the limited activity specifically identified in section 5.80.030.

5.80.030 Exception.

The activity of delivering medicinal cannabis or medicinal cannabis products from a medicinal cannabis dispensary located outside the city to qualified patients and primary caregivers at private residences in the city is exempt from the prohibition in section 5.80.020, subject to the following restrictions:

- A. Only medicinal cannabis dispensaries that are licensed by state licensing authorities, and the local licensing authority where the dispensary is physically located if a license is required by that local authority, and that are operating in compliance with the applicable state and local laws and regulations shall be allowed to deliver medicinal cannabis or medicinal cannabis products to a qualified patient or primary caregiver in the city;
- B. Prior to engaging in deliveries to qualified patients or primary caregivers in the City of Livermore a medicinal cannabis dispensary must register with the Livermore Police Chief, or his or her designee, and:
 1. Certify that the dispensary is licensed under and operating in compliance with the applicable laws and regulations of the State and local jurisdiction where the dispensary is physically located;
 2. Provide the names, ages and driver's license numbers of all persons who will be conducting the deliveries. The cannabis dispensary shall notify the Livermore Police Chief, or his designee, of any changes in the identities of the persons conducting the deliveries within twenty-four (24) hours of any change in that information;
- C. The medicinal cannabis dispensary must obtain an annual business license from the City of Livermore for the deliveries;
- D. Prior to July 1 of each year, the medicinal cannabis dispensary shall certify to the Livermore Police Chief, or his or her designee, that the dispensary continues to be licensed under, and is in compliance with, the applicable state and local laws for the delivery of medicinal cannabis or medicinal cannabis products and,
- E. The medicinal cannabis dispensary shall promptly report any thefts related to the delivery of medicinal cannabis and medicinal cannabis in the City of Livermore to the Livermore Police Department.

5.08.040 Enforcement.

A. Violations declared nuisance. Any violation of this chapter is hereby declared to be a public nuisance and may be abated pursuant to the provisions of Code of Civil Procedure Section 731. Any violation of this chapter shall also be subject to any of the enforcement remedies available under Chapter 1.16 (General Penalty) of the Livermore Municipal Code such as monetary fines charged for infractions and misdemeanors. These remedies are in addition to any other remedy provided by law, including the provisions of the Livermore Municipal Code.

B. Conflicts. In the event of any conflict with other provisions of the Livermore Municipal Code, or statute incorporated by reference, the more restrictive standards shall apply.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AFFIRMING THAT COMMERCIAL CANNABIS ACTIVITY
LAND USES ARE PROHIBITED IN THE CITY OF LIVERMORE**

The regulation of cannabis in California continues to evolve.

In 1970, Congress enacted the Federal Controlled Substances Act (“FCSA”), codified at 21 U.S.C. section 801, *et seq.* The FCSA classifies drugs into 5 distinct schedules (or categories) based upon a drug’s acceptable medical use and the drug’s abuse or dependency potential. The FCSA classifies marijuana as a Schedule I Controlled Substance, which are defined as drugs with no currently accepted medical use and a high potential for abuse (21 U.S.C. section 812). It is unlawful to manufacture, distribute, dispense, or possess a Schedule I Controlled Substance except as provided in the FCSA (21 U.S.C. sections 841 and 844).

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RESOLUTION NO. _____

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RESOLUTION NO. _____

testing, and distribution of nonmedicinal cannabis, and the manufacturing of nonmedicinal marijuana products. The AUMA also revised certain provisions of the MCRSA for the regulation of commercial medicinal cannabis activities.

On June 27, 2017, the Governor approved Senate Bill 94, known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), to establish a single system for the regulation and administration of both medicinal and recreational commercial cannabis activities in California. This includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products (“commercial cannabis activities.”)

The Livermore Development Code is permissive, that is, only those uses specifically identified in the Development Code are allowed in Livermore, and any uses not identified are not allowed.

The Development Code does not include any provisions contemplating or allowing commercial cannabis activities within the City.

On October 9, 2017, the City Council directed the City Attorney to prepare an ordinance prohibiting all commercial cannabis activities in Livermore.

Concurrent with the adoption of this resolution, the City Council introduced an ordinance prohibiting commercial cannabis activities in Livermore, except for the business activity of delivering of medicinal cannabis from a properly licensed dispensary use authorized in a jurisdiction outside Livermore to qualified patients and primary caregivers in Livermore.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore affirms that all commercial cannabis activities are prohibited land uses within the City of Livermore.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2017, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Susan Neer
City Clerk



Jason Alcala
City Attorney

RESOLUTION NO. _____



DATE: October 23, 2017
TO: Honorable Mayor and City Council
FROM: Michael Harris, Chief of Police
SUBJECT: Amendment to Livermore Municipal Code Section 6.12.140 *Dog Leash Requirements*

RECOMMENDED ACTION

Staff recommends the City Council adopt an ordinance amending Section 6.12.140 of the Livermore Municipal Code to remove certain instances when dogs may be off leash and to update leash requirements.

SUMMARY

Livermore Municipal Code Chapter 6.12.140 defines that dogs must generally be leashed and defines circumstances where dogs running at large is permitted. This amendment would remove the portion of this section that allows a dog to be off leash outside of a fenced dog park in the City of Livermore. The amendment also requires that a person using a retractable leash retract the leash so that it not exceed six feet in length when in the presence of other people or animals. The amendment adds a definition of a substantial leash to the section. A substantial leash is defined as a leash that is capable of restraining the dog without breaking when the animal is pulling with all of its strength.

DISCUSSION

The current version of Municipal Code Chapter 6.12.140 allows for dogs to be off leash in public for hunting, guarding or gathering, or to otherwise work domestic animals or fowl. The code also allows for dogs to be off leash “For obedience training or exercise, in or upon a public place so long as such dog is under the charge and control of a person competent to keep such dog under effective charge and control and so long as such dog does not wrongfully harm or damage or threaten to harm or damage any person in public or private property.”

Livermore Area Recreation and Park District (LARPD) code does not allow for dogs to be off leash in open spaces or parks managed by LARPD unless they are in an official

fenced dog park. The Municipal Code is in conflict with this rule; creating confusion for the public.

The amendment addresses the coordination between the City of Livermore and LARPD to achieve similar codes and to have clear laws for the public to follow. This amendment will also facilitate enforcement in City and LARPD jurisdiction

Staff met with LARPD staff April 11, 2017 to ensure the Municipal Code recommended changes are consistent with LARPD's current leash rule. The recommended changes to the Municipal Code will achieve a similar code between both agencies.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts to these changes.

ATTACHMENTS

1. Municipal Code Chapter 6.12.140 Redline Version
2. LARPD Leash Rule

Prepared by:

Lieutenant Mike Trudeau

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

6.12.140 Running at large prohibited.

A. No owner of any dog shall cause or permit such dog to be or run at large upon any public place or any private property other than that of such owner except with the prior consent of the person in charge of such private property, unless such dog is securely restrained by a substantial leash not to exceed six feet in length and is under the charge and control of a person competent to keep such dog under effective charge and control. A dog may be secured by a retractable leash; however, the leash may not exceed six feet in length when in the presence of other people or animals. A substantial leash must be capable of restraining the dog without breaking when the animal is pulling with all of its strength. Exception: Nothing in this section shall prevent a dog from being used without a leash in any fenced dog park approved by the city. ~~(1) to hunt wild birds or game or to herd, guard, gather, or otherwise work domestic animals or fowl or (2) for obedience training or exercise, in or upon a public place so long as such dog is under the charge and control of a person competent to keep such dog under effective charge and control and so long as such dog does not wrongfully harm or damage or threaten to harm or damage any person in public or private property.~~

- §1003(d)** It shall be unlawful for any Person to cause or permit any dog or other animal to be in any District Facility or Parkland unless securely restrained by a substantial Leash not to exceed 6 (six) feet in length. Even if secured by a Leash the animal must be under the charge and full control of a Person able to keep such animal under effective charge and control at all times.
- §1003(e)** Nothing in section 1003(d) shall prevent a dog from being without a Leash in a designated Dog Run/Park/Off-Leash Area that is posted for such use. However, owners allowing a dog to use such areas are still required to attend the dog and are responsible for the charge, control and actions of said dog. Section 1003(d) will not apply to an on duty service animal assisting a physically challenged Person.
- §1003(f)** It shall be unlawful for any Person to leave an animal or pet of any description unattended in any District Facility or Parkland at any time.
- §1003(g)** It shall be unlawful for any Person in control or having custody of any dog or other animal to fail to remove the feces of such animal from any District Facility or Parkland. All feces shall be removed from the ground in a bag or other device and placed in a trash receptacle. Any Person in control or in charge of any dog or other animal must carry a bag or other device for removal of feces at all times, and must present the bag or other device to any law enforcement or animal control officer upon request.
- §1003(h)** It shall be unlawful for any Person to sweep, rake, shovel or otherwise clean out any Trailer or Vehicle of any kind or description, that is used to move horses, bovine or other animals, of any fecal material and leave said material behind in any District Facility or Parkland.
- §1003(i)** It shall be unlawful for any Person to knowingly bring into any District Facility or Parkland any sick, diseased or infectious animal or pet.
- §1003(j)** It shall be unlawful for any Person to leave or abandon any animal or pet, whether dead or alive, in any District Facility or Parkland. **(Misdemeanor)**
- §1003(k)** Any dog or cat found without a license or identification tag, in violation of California Food and Agriculture Code Section 30951, may be seized and impounded by members of the District's Ranger staff, Law Enforcement Officer or other authorized employee assisting the police, as authorized by and pursuant to California Food and Agriculture Code Section 31101.
- §1003(l)** It shall be unlawful to allow a dog or other animal to chase, injure or kill any cow, goat, sheep or other domestic animal in any District Facility or Parkland.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 6.12.140 OF THE LIVERMORE MUNICIPAL CODE, TO REMOVE CERTAIN INSTANCES WHEN DOGS MAY BE OFF LEASH AND TO UPDATE LEASH REQUIREMENTS

The City of Livermore desires to amend Section 6.12.140, *Dogs*, of the Livermore Municipal Code to remove certain instances when dogs may be off leash and update leash requirements.

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

Section 1. *Amendment.* Section 6.12.140 of the Livermore Municipal Code is hereby amended to read as follows:

6.12.140 Running at large prohibited.

- A. No owner of any dog shall cause or permit such dog to be or run at large upon any public place or any private property other than that of such owner except with the prior consent of the person in charge of such private property, unless such dog is securely restrained by a substantial leash not to exceed six feet in length and is under the charge and control of a person competent to keep such dog under effective charge and control. A dog may be secured by a retractable leash; however, the leash may not exceed six feet in length when in the presence of other people. A substantial leash must be capable of restraining the dog without breaking when the animal is pulling with all of its strength. Exception: Nothing in this section shall prevent a dog from being without a leash in any fenced dog park approved by the City.
- B. The owner of any female dog shall keep such dog confined in a secure enclosure during any time that such dog is in heat to prevent the attraction of other dogs.
(Ord. 1244 § 2, 1987)

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

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

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

Section 5. *Effective Date.* This ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 23, 2017, by the following vote:

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

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

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

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:



Susan Neer
City Clerk

Gabrielle Janssens
Assistant City Attorney



DATE: October 23, 2017

TO: Honorable Mayor and City Council

FROM: Michael Harris, Chief of Police

SUBJECT: Amendment to Municipal Code Section 2.68.430 Surplus Supplies and Equipment

RECOMMENDED ACTION

Staff recommends the City Council introduce an ordinance amending Municipal Code Section 2.68.430, Surplus Supplies and Equipment, to authorize the Administrative Services Director or designee, the authority to surplus and allow for purchase of a police canine and kennel of the police canine by their Livermore Police Department canine handler upon retirement of the canine.

SUMMARY

The Livermore Police Department maintains a minimum staff of three canines that are assigned to canine handlers during their service. The tour of duty for the canines can be between seven and ten years. At the end of a canine's term, the canine is honorably retired to their canine handler. The department canines develop bonds with their handler during this time. The canines receive specialized training and follow commands given by their handler. Due to the bond created, as well as the specialized training received by both the canine and the handler, it is in the best interest of the canine and handler to continue their time together.

DISCUSSION

An officer of the Livermore Police Department who is assigned to the Division K-9 Detail as a K-9 Handler is given the care, custody, and control of a police dog and kennel. This K-9 has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specially by their assigned K-9 handler.

Staff recommends the Council consider the attached Ordinance amending Section 2.68.430 granting authority to the Administrative Services Director to approve the sale to a canine handler the canine and kennel upon retirement of department canine.

FISCAL AND ADMINISTRATIVE IMPACTS

The cost to the City to implement this change would be negligible.
There would be no fiscal impact to the City.

ATTACHMENTS

1. Redlined LMC 2.68.430

Prepared by:

Rhonda Bishop
Facility & Equipment Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

2.68.430 Surplus supplies and equipment.

Each department shall submit to the administrative services director, at such times and in such forms as the director prescribes, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The administrative services director has the authority to sell or otherwise dispose of all supplies and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for or trade the same in on new supplies and equipment.

The administrative services director, or his or her designee, may surplus the service weapons and badges of employees of the Livermore police department upon an employee's retirement from service with the Livermore police department or upon an employee being promoted to a higher classification within the department.

The administrative services director, or his or her designee, may surplus a Police canine and the kennel used to house the canine to the Police canine handler upon retirement of the canine.

City manager approval is needed for disposition of supplies and/or equipment when the total estimated value exceeds \$5,000. Disposition may include abandonment, destruction or donation to public bodies, charitable, civic or nonprofit organizations and may include city property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. The administrative services director also has the authority to make transfers between departments of any usable surplus supplies or equipment and which are \$5,000 or less in value. (Ord. 2043 § 1 (Exh. A), 2016; Ord. 1994 § 1 (Exh. A), 2014; Ord. 1908 § 11, 2010; Ord. 1556 § 3, 1999. Formerly 2.68.420)

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 2.68.430, *SURPLUS SUPPLIES AND EQUIPMENT*, OF LIVERMORE MUNICIPAL CODE CHAPTER 2.68, *CONTRACTS AND PURCHASING*, TO GRANT THE ADMINISTRATIVE SERVICES DIRECTOR AUTHORITY TO SURPLUS POLICE CANINES AND KENNELS

The City of Livermore desires to amend Section 2.68.430, *Surplus Supplies and Equipment*, of Livermore Municipal Code Chapter 2.68, *Contracts and Purchasing*, to grant the Administrative Services Director, or his or her designee, the authority to surplus a Police canine, and the kennel used to house the canine, to the Police canine handler upon retirement of the canine.

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

Section 1. *Amendment.* Section 2.68.430, *Surplus Supplies and Equipment*, of Livermore Municipal Code Chapter 2.68, *Contracts and Purchasing*, is hereby amended to add the following language, and as shown in the attached Exhibit A:

“The administrative services director, or his or her designee, may surplus a Police canine and the kennel used to house the canine to the Police canine handler upon retirement of the canine.”

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

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

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

Section 5. *Effective Date.* This ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 23, 2017, by the following vote:

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

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

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

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:



Susan Neer
City Clerk

Catrina Fobian
Assistant City Attorney

Exhibit A – LMC Section 2.68.430

2.68.430 Surplus supplies and equipment.

Each department shall submit to the administrative services director, at such times and in such forms as the director prescribes, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The administrative services director has the authority to sell or otherwise dispose of all supplies and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for or trade the same in on new supplies and equipment.

The administrative services director, or his or her designee, may surplus the service weapons and badges of employees of the Livermore police department upon an employee's retirement from service with the Livermore police department or upon an employee being promoted to a higher classification within the department.

The administrative services director, or his or her designee, may surplus a Police canine and the kennel used to house the canine to the Police canine handler upon retirement of the canine.

City manager approval is needed for disposition of supplies and/or equipment when the total estimated value exceeds \$5,000. Disposition may include abandonment, destruction or donation to public bodies, charitable, civic or nonprofit organizations and may include city property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. The administrative services director also has the authority to make transfers between departments of any usable surplus supplies or equipment and which are \$5,000 or less in value. (Ord. 2043 § 1 (Exh. A), 2016; Ord. 1994 § 1 (Exh. A), 2014; Ord. 1908 § 11, 2010; Ord. 1556 § 3, 1999. Formerly 2.68.420)



DATE: October 23, 2017
TO: Honorable Mayor and City Council
FROM: Paul Spence, Community Development Director
SUBJECT: Continuance of Emergency Proclamation

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution determining that there remains a need to continue the emergency proclamation declared on March 15, 2017; and ratified by the City Council on March 22, 2017; and continued on April 10, April 24, June 12, July 10, 2017, September 11, 2017, and again on September 25, 2017.

SUMMARY

A major flood event occurred on February 19, 2017, which caused millions of dollars in damage to public infrastructure. The City declared an emergency and took action to remedy a portion of the damage most notably in the Collier Canyon area. The emergency proclamation was extended by Council multiple times, as the City continued efforts to correct damage along the Arroyo Mocho and Arroyo Las Positas. The City developed plans, obtained permits, and bid out interim repairs in late July. Staff is currently developing plans for environmental mitigation of these interim repair areas and designs for permanent repairs. Design of interim and permanent repairs are underway for damages to the El Charro water line, which were discovered months after the initial damage assessment. Staff has also applied for grant funding under two separate programs to help defray the cost of these repairs. At this time staff recommends that Council continue the emergency proclamation to reflect the fact that emergency repairs have not been fully implemented and on-going work is required to recover from the damage.

DISCUSSION

On February 19, 2017, a major rainstorm in the local area resulted in damage to public facilities exceeding \$5 million. Damage was predominantly associated with flood events on Collier Canyon Creek, Arroyo Mocho and Arroyo Las Positas. Damage included channel bank failures, sedimentation and blockage of major storm drain culverts and

pipes, trail failures, debris build up and loss of armoring at bridge structures, and damage to outfall structures and golf course facilities.

The City was able to implement some limited emergency protective measures and repairs such as closing off trails, installing hazard and detour signage and de-silting some smaller storm drainpipes. Other work was beyond City capabilities due to the type of equipment required and the quantity of work required, so the City entered into two task order agreements with McGuire & Hester, Inc. for emergency work following State law requirements regarding emergency contracting. The work on those two task orders is now complete. Additional work, however, is being completed this fall to protect and stabilize areas of the City before the next rainy season in fall 2017. In some cases, permanent repairs will be implemented in summer 2018 and summer 2019. The locations of storm-damaged public facilities are shown on Attachment 1 and listed below.

On April 1, 2017, the President of the United States approved a major disaster declaration for the State of California, including Alameda County, making the City of Livermore eligible to apply for Federal and State disaster assistance. The declaration provides federal funds to help communities recover from severe winter storms, flooding and mudslides that occurred from February 1 to February 23, 2017. On April 24, 2017, the City designated the City Manager as the City's agent for Federal and State Disaster Assistance. The City has applied for Federal and State disaster assistance. State law requires that the emergency proclamation be reviewed by the Council every 30 days.

Emergency work completed by City maintenance staff:

- Site 13: Remove silt from storm drains at Beeb's parking lot

Emergency work completed through State emergency contracting process:

- Site 2: Silt removal from Collier Canyon Creek culverts, ditches, and headwall aprons, trash rack repair, exclusion fence installation
- Site 4: Bank stabilization and temporary trail repair on Arroyo Mocho behind 975 Murrieta Boulevard

Emergency Stabilization being constructed this summer and fall:

- Site 1: Stabilize Southern Conveyance berm and temporary maintenance road connection
- Site 2: Remove silt from Collier Canyon Creek basin and culverts to reestablish hydraulic capacity in 20 ft. wide swath
- Site 3: Remove silt from Arroyo Mocho under Stanley Boulevard; repair storm drain, temporary repair to trail
- Site 5: Repair erosion at outfall on Arroyo Mocho west of Holmes Street
- Site 6: Stabilize bank on Arroyo Mocho east of Holmes Street
- Site 7: Stabilize bank and temporary trail connection on Arroyo Mocho behind 1755 Creek Road
- Site 8: Repair erosion and repair trail on Arroyo Mocho near Robertson Park Road
- Site 9: Stabilize bank on Arroyo Mocho and temporary trail connection behind softball fields near Concannon Boulevard.

- Site 11: Repair trail erosion on Collier Canyon Creek south of North Canyons Parkway
- Site 14: Remove silt from Arroyo Mocho under Holmes Street.
- Site 19: Repair El Charro Water Line at Cottonwood Creek

Permanent Repairs planned summer of 2018 and 2019:

- Site 1: Permanent repair of Southern Conveyance Berm and maintenance road
- Site 2: Desilt Collier Canyon Creek basin back to original grades
- Site 4: Permanent repairs to Arroyo Mocho behind 975 Murrieta Boulevard
- Site 9: Permanent repairs and trail restoration along Arroyo Mocho behind softball field
- Site 13: Repair Las Positas golf course greens

The City has conducted the kick-off meeting and completed individual site investigation meetings with the Federal Emergency Management Association (FEMA) and the California Office of Emergency Services (Cal OES).

Staff submitted projects for Hazard Mitigation grants. The total amount of the proposed grant projects is \$8 million. The Hazard Mitigation Grant projects were for: a) a portion of the proposed permanent trail repairs along the Arroyo Mocho, b) a debris/sediment basin to prevent debris and sediment from clogging the storm drain that carries flood flows under Collier Canyon Road, and c) debris removal and restoration of the Arroyo Las Positas through a portion of the Golf Course to lessen future damage. The first project, permanent trail repairs along Arroyo Mocho, is being funded through Public Assistance for Disaster 4308 by FEMA, and therefore is not being pursued further under this grant.

The City developed plans, obtained environmental approvals under the Stream maintenance Permit, and rights-of-entry, bid out in accordance with Public contract code for interim repairs. A contract was awarded to ICS, a Pleasanton contractor. They began work on August 14th and work is expected to be completed by the end of October. Maintenance staff, together with the Contractor, completed the Holmes Street Bridge gravel removal as part of the annual Stream Maintenance Program activities. Environmental mitigation requirements for the interim repair work and repair strategies for the newly discovered damaged areas are currently under design.

Continuance of the emergency proclamation through 2017 would allow the work to be reviewed by FEMA under an expedited process. Staff is concerned that without an expedited FEMA process, the work may not be able to be completed before the next rainy season.

All work, except that done under the McGuire Hester contract, is being done in compliance with Public Contract Code and therefore continued emergency proclamation is required every thirty days.

FISCAL AND ADMINISTRATIVE IMPACTS

City Council authorized \$500,000 for on-call service work to fund immediate emergency protective repairs and for consultant services necessary to design and obtain environmental approvals for the storm damage repairs.

Projects to repair the storm-related damage are included in the Capital Improvement Program, under CIP 2017-26 and 2017-27, which the Council approved at their June 12, 2017 meeting. The budget for the interim and permanent work under these two CIPs totals \$4,060,000. At the September 25, 2017 Council meeting, the Council approved an additional appropriation of \$1.4 million and the advancement of \$1.4 million in funds already appropriated from FY 2018-19 to FY 2017-18. In addition, some routine stream maintenance work is included in the Public Works Maintenance budget.

The current estimated cost to repair just the interim flood damage is \$5.8 million, which covers the newly identified additional storm damaged areas, environmental mitigation requirements, and supplemental maintenance equipment and services.

Staff is seeking reimbursement of the eligible costs of this work from FEMA and OES through the public assistance program and are waiting finalized Project Worksheets from FEMA and OES.

ATTACHMENT

1. Storm Damage Locations

Prepared by:

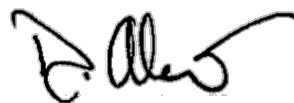
Cheri Sheets
City Engineer

Approved by:

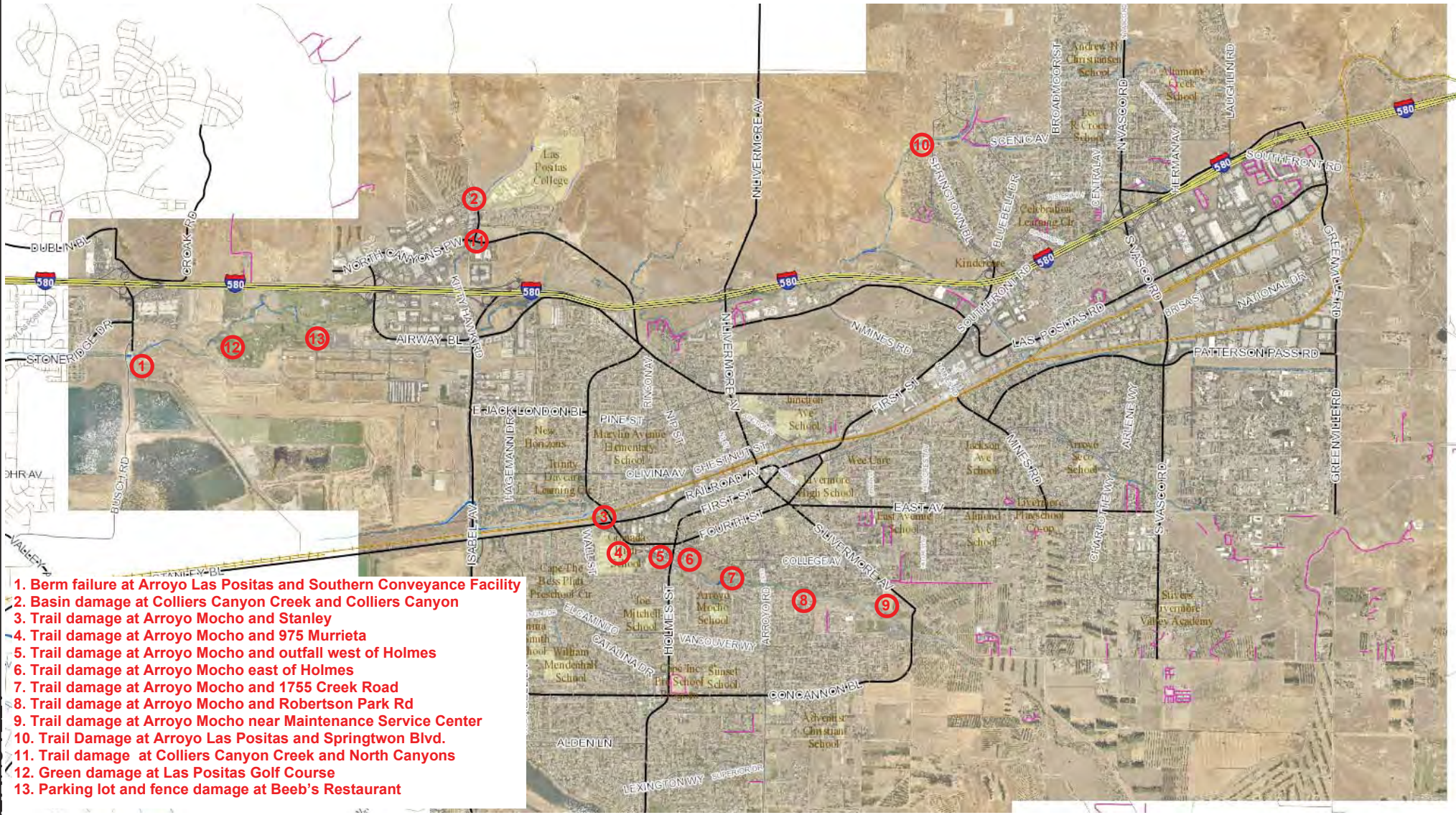


Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director



- 1. Berm failure at Arroyo Las Positas and Southern Conveyance Facility
- 2. Basin damage at Colliers Canyon Creek and Colliers Canyon
- 3. Trail damage at Arroyo Mocho and Stanley
- 4. Trail damage at Arroyo Mocho and 975 Murrieta
- 5. Trail damage at Arroyo Mocho and outfall west of Holmes
- 6. Trail damage at Arroyo Mocho east of Holmes
- 7. Trail damage at Arroyo Mocho and 1755 Creek Road
- 8. Trail damage at Arroyo Mocho and Robertson Park Rd
- 9. Trail damage at Arroyo Mocho near Maintenance Service Center
- 10. Trail damage at Arroyo Las Positas and Springtown Blvd.
- 11. Trail damage at Colliers Canyon Creek and North Canyons
- 12. Green damage at Las Positas Golf Course
- 13. Parking lot and fence damage at Beeb's Restaurant

6,495.5 0 3,247.74 6,495.5 Feet

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
 Information Technologies, GIS Division, City of Livermore
 1:38,973

Notes

February Storm Damage

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

ATTACHMENT 1

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION OF CONTINUED LOCAL EMERGENCY

On March 22, 2017, the City Council adopted a resolution, *Ratifying the Proclamation of the Director of Emergency Services Concerning the Existence of a Local Emergency* (Reso. No. 2017-031). The emergency services proclamation concerns conditions of extreme peril to the safety of persons and property, which have arisen within the City of Livermore due to rainstorms, particularly the storm that occurred on February 19, 2017 and subsequent rains.

Resolution No. 2017-159 requires that said local emergency be reviewed by the City Council every thirty days at a regularly scheduled meeting of the City Council to ensure compliance with California Government Code Section 8630.

Although efforts have been made to remedy the emergency conditions, City staff report that the emergency conditions identified by the proclamation still exist. City staff recommend the City Council continue the proclamation of emergency services ratified on March 22, 2017, and continued on April 10, 2017, April 24, 2017, June 12, 2017, July 10, 2017, September 11, 2017, and September 25, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore has reviewed the March 15, 2017 proclamation of local emergency the City Council ratified on March 22, 2017 (Reso. No. 2017-031) and continued on April 10, 2017 (Reso. No. 2017-042), April 24, 2017 (Reso. No. 2017-046), and June 12, 2017 (Reso. No. 2017-072), and July 10, 2017 (Reso. No. 2017-100), and September 11, 2017 (Reso. No. 2017-145), and September 25, 2017 (Reso. No. 2017-159) and finds that conditions warrant continued maintenance of that proclamation of local emergency.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2017, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:



Susan Neer
City Clerk

Catrina Fobian
Assistant City Attorney



DATE: October 23, 2017
TO: Honorable Mayor and City Council
FROM: Paul Spence, Community Development Director
SUBJECT: Commission for the Arts Project and Program Grant for Shakespeare's Associates, Inc.

RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council adopt a resolution authorizing the issuance of a \$10,000 Project and Program Grant to Livermore Shakespeare Festival to support the 2018 summer program, and authorizing the execution of the Project and Program Grant agreement.

SUMMARY

The Public Art Fund was created by the City Council for the purpose of funding public art and cultural programming consistent with the public art policy, and is administered by the Commission for the Arts. The Project and Program Grant program was created by the City Council for the purpose of encouraging programs for the cultural enrichment of the City.

The Commission for the Arts reviews applications for Project and Program Grant funding twice per year, in March and September, and provides funding recommendations to City Council for final approval. In September 2017, one application was received for Project and Program Grant funds. Staff and the Commission for the Arts recommend that the Council adopt a resolution approving the execution of a Project and Program Grant Agreement with Shakespeare's Associates, Inc. dba Livermore Shakespeare Festival.

DISCUSSION

The Public Art Fund is funded through two ordinances; Ordinance No. 1733, adopted by the City Council on May 24, 2004, requires 1% of construction costs on city public works projects to be spent on art projects, and Ordinance No. 1836, adopted by Council on April 28, 2008, requires .33% of construction costs on development projects be directed to arts projects.

In 2007, the City Council and the Commission for the Arts created the Art in Public Places Program to encourage cultural arts in Livermore. In 2008, the Commission recommended and Council approved the Project and Program Grants program to offer funding for artists and agencies to provide cultural art opportunities in Livermore. Current guidelines allow for artists or organizations to apply for up to \$10,000 per grant.

Staff received the following application for funding by the deadline of September 1, 2017. An ad hoc committee of the Commission for the Arts reviewed the application and presented their recommendation to the Commission for the Arts at their regular meeting on September 26, 2017.

<u>Agency</u>	<u>Project</u>	<u>Funds Requested</u>	<u>Grant Recommendation</u>
Livermore Shakespeare Festival	2017 Summer Program	\$10,000	\$10,000

Livermore Shakespeare Festival will use the requested funds for minimum wage hourly rate compensation for non-union actors, stage managers and production crew who work on Livermore Shakespeare Festival productions during the 2018 summer program. This purpose addresses one or more of the main strands found in the Cultural Arts Master Plan and meets the evaluation criteria as an expense eligible for funding.

The Commission for the Arts and staff recommend that Council adopt a resolution approving the execution of a Project and Program Grant Agreement with Livermore Shakespeare Festival in the amount of \$10,000.

FISCAL AND ADMINISTRATIVE IMPACTS

Project and Program Grants are funded with Public Art Fee funds (F608). Funds are included in the FY 2017-18 Financial Plan so no further appropriation is needed at this time.

ATTACHMENTS

None

Prepared by:

Rebecca Cox
Division Clerk

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 THE ISSUANCE OF A PROJECT AND PROGRAM GRANT, IN THE AMOUNT OF \$10,000, TO SHAKESPEARE’S ASSOCIATES, INC. DBA LIVERMORE SHAKESPEARE FESTIVAL, AND THE EXECUTION OF THE PROJECT AND PROGRAM GRANT AGREEMENT

The Public Art Fund was created by the City Council for the purpose of funding public art and cultural programming consistent with the public art policy, and is administered by the Commission for the Arts. The Project and Program Grant program was created by the City Council for the purpose of encouraging cultural enrichment programs for citizens and visitors of Livermore.

The Commission for the Arts reviews applications for Project and Program Grant funding twice per year, in March and in September. One Project and Program Grant application was received by the September 1, 2017 deadline from Shakespeare’s Associates, Inc. dba Livermore Shakespeare Festival.

Shakespeare’s Associates, Inc. dba Livermore Shakespeare Festival submitted a Project and Program Grant application on September 1, 2017, requesting a \$10,000 grant to provide compensation for actors, stage managers, and production crew who will work on Livermore Shakespeare Festival productions during the 2018 summer program.

The Commission for the Arts and City staff recommend funding this grant.

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

1. Issuance of a Project and Program Grant to Shakespeare’s Associates, Inc. dba Livermore Shakespeare Festival, in the amount of \$10,000, for expenses related to the 2018 Summer Program; and
2. The City Manager, or his designee, to execute the Project and Program Grant Agreement with Shakespeare’s Associates, Inc. dba Livermore Shakespeare Festival, attached hereto as Exhibit A, in the amount of \$10,000 for expenses related to the 2018 Summer Program.


On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2017, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Susan Neer
City Clerk



Catrina Fobian
Assistant City Attorney

Exhibit A – Grant Agreement with Shakespeare's Associates, Inc. dba
Livermore Shakespeare Festival

**AGREEMENT BETWEEN CITY OF LIVERMORE
AND
SHAKESPEARE'S ASSOCIATES, INC. DBA LIVERMORE SHAKESPEARE FESTIVAL
FOR FISCAL YEAR 2017-2018
PROJECT AND PROGRAM GRANT AGREEMENT**

This AGREEMENT, entered into this ____ day of _____, 2017, between the City of Livermore, a municipal corporation ("City"), and Shakespeare's Associates, Inc. DBA Livermore Shakespeare Festival, a California non-profit Public Benefit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to support the 2018 Summer program of Livermore Shakespeare Festival ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: compensation for non-union actors, stage managers and production crew, at a minimum wage hourly rate, for work on Livermore Shakespeare Festival productions during the 2018 summer program.

1. *Project and Program Delivery:* Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".
2. *Service Objective:* Grant funds will be used for compensation for non-union actors, stage managers and production crew at a minimum wage hourly rate for work on Livermore Shakespeare Festival productions during the 2018 summer program ("Activities").
3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of \$10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed \$10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole

discretion to decide whether each of these milestones has been reached.

IV. NOTICES

Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

City: City of Livermore
Attn: Rebecca Cox, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Shakespeare's Associates, Inc., dba Livermore Shakespeare Festival
Attn: Katie Marcel
P.O. Box 2616
Livermore, CA 94551

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state and local laws, statutes, rules and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to 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 reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract 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 Project. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
- c. Ineffective or improper use of Funds provided under this Agreement; or
- d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and

equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Recordkeeping

1. *Records to be Maintained:* Grantee shall maintain the following records including, but not limited to:

- a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;
- b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and
- c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention:* Grantee shall retain all records pertinent to expenditures

incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and

shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals:* Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring:* Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content:* Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act

with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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 NEXT PAGE

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

**Shakespeare's Associates, Inc. dba Livermore Shakespeare Festival
a California non-profit Public Benefit Corporation
"Grantee"**

By: 

Dated: 10-9-17

Lisa A. Tromovitch
President

Federal I.D. or Social Security No.

38-3745834


**CITY OF LIVERMORE
a Municipal Corporation
"City"**

By: _____

Dated: _____

Paul Spence
Community Development Director

APPROVED AS TO FORM:

 10/10/17

ASSISTANT/CITY ATTORNEY

Attachments:

- Exhibit A Application for Project and Program Grant from the City of Livermore
- Exhibit B Insurance Requirements

RECEIVED

SEP 01 2017

Hsg & Human Svcs

EXHIBIT A

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: September 1, 2017

Amount of Grant Request: \$ 10,000 Total Project Budget: \$ 205,164.00

Applicant/Organization: Shakespeare's Associates, Inc. dba Livermore Shakespeare Festival

Applicant/Organization's Address: PO Box 2616
Livermore, CA 94551

Applicant/Organization's Web site: LivermoreShakes.org

Preparer's Name and Title: Katie Marcel, Managing Director

Preparer's Phone: (925) 443-2273 Preparer's E-mail: Katie@LivermoreShakes.org

Address (for formal notification): PO Box 2616
Livermore, CA 94551

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Theater

Briefly describe the project or program for which support is requested:

LSF is seeking program support to fund artist compensation for seasonal artists working with LSF to increase the quality of the summer productions and ensure the vitality of the organization.

Number of people intended to reach: Audience: 5,000 Participants: 150

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: June 2018

Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: August 2018

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less) Attached.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them. Attached.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.) Attached.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.) Attached.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing. Attached.

Livermore Shakespeare Festival
 Commission for the Arts
 Project & Program Grant Application August 2017

1) State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously or does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission.

Inspired by William Shakespeare, who through the rhetoric and poetry of the English language, gave voice to the deepest experience of being human, we are committed to building community by producing professional theater and educating our youth in literature and the arts. We produce and support theatrical events that celebrate the human experience. We create a company that is accessible and fully integrated with the Tri-Valley community, and invite the participation of our Central Valley and Greater Bay Area neighbors. For the past 15 years, Livermore Shakespeare Festival (LSF) has produced performances in a vineyard in Livermore Valley Wine Country and other works of literary merit at venues such as the Bothwell Arts Center, the Bankhead Theater, Swirl on the Square, Eight Bridges Brewing Co. and the Farmers Market in downtown Livermore. Since 2015, LSF has operated a 10 week in-school literacy program called *So Wise So Young* in all of the second grade classrooms in the Livermore Valley Joint Unified School District (LVJUSD). LSF also provides workshops for students at Del Valle, Livermore and Granada High Schools and Mendenhall Middle School as well as workshops for adults and youth at the Livermore Library. In 2017, LSF produced Shakespeare's *A Midsummer Night's Dream* and Edmund Rostand's *Cyrano de Bergerac* at Wente Vineyards with 20 performances. Over 5,000 patrons attended the 2017 season at Wente. In July 2017, LSF partnered with Livermore Valley Performing Arts Center producing a Shakespeare summer camp for students in grades 3-8 at the Bothwell Arts Center.

2) Describe the project or program for which you are seeking a grant. Discuss the project's origins. Describe the venue/location, the implementation process and the timeframe. Discuss the resources - people, money, etc. - you will need to implement the project, whether you already have those resources within your organization or if not, how you plan to obtain them.

LSF is seeking program support to compensate artists working with LSF to increase the quality of the summer productions and to ensure the vitality of the organization. The Shakespeare festival is an outdoor, professional, theatrical event and takes place on the grounds of a Livermore Valley winery/vineyard and combines an accessible, cultural experience with the beauty of the Livermore Valley and the region's award-winning wine. Shakespeare's Associates (dba Livermore Shakespeare Festival) was incorporated as a nonprofit, Public Benefit Corporation in California in June 2006; however, prior to that time, its artists and volunteers had produced Shakespeare in the Vineyard since 2002, as well as smaller shows in various venues. The company's growth and success led to its restructuring in 2006, including forming a new board of active community members, an advisory board, an artistic council of greater Bay Area professional artists, and a producer's circle. In 2002, one Shakespearean production was staged at Concannon Vineyard. From 2004 to 2007 the company produced one Shakespearean production each

Livermore Shakespeare Festival
 Commission for the Arts
 Project & Program Grant Application August 2017

summer at Retzlaff Vineyards. LSF expanded its festival to two productions in 2008 and built a stage in front of the historic Queen Anne style Victorian on the grounds of Concannon Vineyard. In 2015 the company partnered with Wente Vineyards and began performing one Shakespeare play and one non-Shakespeare play on a stage in the round at Wente Vineyards. The Wente location showcases Wente's wines at outdoor bars as well as culinary fare at a gourmet food truck. The performances at Wente bring in over 5,000 attendees each summer. 43% of the audience is from Livermore, 18% from other Tri-Valley cities and 39% from outside the Tri-Valley region. The planning and preparation for LSF starts 10 months in advance with the hiring of the production artists and casting of the shows. Ticket sales and marketing begins 6 months in advance. LSF has a comprehensive marketing plan that includes print, digital, radio, and receives extensive earned social media and press coverage. In May, the permanent staff of 3 (Part time Producing Artistic Director, Part time Production Assistant and Full time Managing Director) expands to include over 30 artists and designers from all over the Bay Area and apprentices from some of the top schools in the nation. LSF also requires volunteer services of approximately 100 volunteers to prepare and implement the program. LSF serves approximately 1,000 second graders through *So Wise So Young* and contracts 7 Teaching Artists for the in-school program. A vast majority of LSF artists have Masters Degrees from accredited programs. LSF receives significant support from the community through individual donations. The organization receives grants from Alameda County ArtsFund, the Clorox Company Foundation, Fremont Bank Foundation, Severns Family Foundation and has received past support from Rotarian Foundation of Livermore, the City of Livermore's Tourism Granting Program. LSF's *So Wise So Young* education program has been funded by Livermore Valley Education Foundation, Livermore Valley Performing Arts Center and the California Arts Council. Ticket sales account for approximately 40% of LSF's total operating budget. LSF successfully fundraises and will continue to require support from individuals, corporations and foundations in order to sustain its current program and expand its operations.

3) How will the requested grant be used in the planning and implementation of the project or program?

A \$10,000 Project and Program Grant would be used by Livermore Shakespeare Festival to compensate its actors and designers and add much needed backstage crew positions. This would allow LSF to be competitive in the Bay Area market and attract the Bay Area's top artists therefore ensuring the vitality of LSF as part of Livermore's tourism economy, arts culture, education curriculum and the overall arts and education ecosystem in Livermore. LSF operates year round with one full time and two part-time employees. During the production period for Livermore Shakespeare Festival (typically June and July) the company expands to include approximately 30 artists. LSF is known for producing classical works of scale which feature up to 20 actors. Many large theaters can't afford to produce productions of this scale. In the past, LSF has compensated the artists through stipends and reimbursements for travel expenses. This is not a competitive or sustainable model and LSF has committed to fairly compensate its artists in the future to ensure the sustainability and longevity of the company and its programs. This would

Livermore Shakespeare Festival
 Commission for the Arts
 Project & Program Grant Application August 2017

entail paying the non-union actors, stage managers and production crew at a minimum wage hourly rate for hours worked for rehearsals and performances during the summer season. If paid as hourly employees, this would also ensure that these artists would be covered under our Workers Compensation policy. If granted the requested amount of \$10,000, LSF could achieve this goal.

LSF hires professional union and professional non-union artists from around the Bay Area. We show a preference for artists with MFA-level training. These actors, designers and directors work at other regional theaters, such as SF, Marin and Cal Shakespeare Festivals, and have to make a choice as to which jobs they accept. One indicator of quality is the appearance of 3 of our recent artists on the stages of Oregon Shakespeare Festival this season and the recent past two seasons. We are told that artists appreciate the welcome they receive in Livermore from both company members and the community at large. They appreciate the respect for diversity and female leadership as evidenced in our hiring practices. They appreciate the level of quality achieved in the productions. In order to keep these artists returning, and recommending others of their caliber, we must pay a living wage. As a 15-year old company, the expectation is that we can compensate artists at least a minimum wage.

4) Describe how the program specifically addresses one or more of the main strands found in the Cultural Arts Master Plan artsAlive!

LSF addresses several criteria in ArtsAlive! Strand 1 seeks to “promote the unique sense of place” which LSF does by blending wine culture with Shakespearean culture outdoors in wine country. 39% of our audience comes from outside the Tri-Valley, affirming the uniqueness. LSF is also the only area company producing in-the-round.

LSF’s program addresses Strand 3. LSF is an established, highly visible arts organization successful in creating “a sense of community and life-long learning”, “with a special emphasis on youth”. LSF creates a sense of community through its ongoing program in wine country as well as remains accessible to the diverse community by providing an equitable program for ALL 2nd graders, workshops at the high schools, and free programs at the Livermore library. LSF’s performance facility at Wente Vineyards is fully accessible, all on one level with removable chairs. The assisted living community brings busloads of residents to the shows. Family Nights feature \$5 tickets for kids 18 & under. Free tickets are offered to Livermore’s 2nd graders and their parents. Strand 2 focuses on the support and strengthening of the arts community and LSF has been a leader and a fixture of the arts community for 15 years. By supporting LSF, which has operated in the black each year, the CFA is investing in a fiscally responsible tourism generator for the city. LSF partners with other arts organizations and non-profits by sharing their best practices and through cooperative programs and marketing.

Livermore Shakespeare Festival
Commission for the Arts
Project & Program Grant Application August 2017

5) List the individual(s) or organizations(s) you will be partnering with on this project. Be specific regarding the support both financial and in-kind, they will be providing.

Our cash support consists of sponsorships and grants from Fremont Bank, the Clorox Company Foundation, Trutner Law Offices, Marcel Orthodontics, Darcie Kent Vineyard, University of the Pacific Theatre Arts Department, the Alameda County Arts Fund, Severns Family Foundation, the City of Livermore's Tourism Granting program and a substantial donor base from our community and beyond of approximately 275 individuals. 65% of our donors reside in Livermore. Our *So Wise So Young* education program is currently or has been funded in part by the California Arts Council, Livermore Valley Education Foundation, Livermore Valley Performing Arts Center, the Mony Nop Foundation, Rotarian Foundation of Livermore and the Wentz Family for Arts Education. We have a strong partnership with the Livermore Valley Joint Unified School District through our robust arts education program in the Livermore schools.

Wentz Vineyards is a significant in-kind sponsor as they donate the use of their facility for our summer season. Food and beverage sales before and during our performances benefit the winery making it a solid and mutually beneficial partnership. LSF also receives in-kind support from Barry Swenson Builders, Peet's Coffee & Tea, Metier MC Marketing and Communications, CumulusLight Photography, Rodrigue-Molyneaux Winery, Amos Productions, 4GQ Limousines, Purple Orchid Resort & Spa, Hawthorn Suites and Jeff Gimenez, contractor.

Within the community network LSF has relationships with Livermore Downtown Inc., Livermore Valley Winegrowers Association, Livermore Cultural Arts Council, Livermore Chamber of Commerce, Visit Tri-Valley and the Tri-Valley Non Profit Alliance. These partnerships in part support marketing and promotion.

Regionally LSF is involved with Theatre Bay Area and nationally/internationally LSF is actively involved in the Shakespeare Theatre Association. Lisa Tromovitch just finished a two-year term as president of the association.

Application Form - Project & Program Grants

Project/Program Budget Worksheet (enter N/A if item does not apply. Attach Budget Notes if necessary.)

PROJECT SUPPORT (Do not include in-kind support)

Earned Revenue	Amount	Notes	
Ticket Sales/Admissions	\$ 130,000	LAF ticket sales budgeted for 2018 based on 2017 sales	
Tuition/Workshop fees	\$ 200.00	Library presentation	
Other:	\$ 2800.00	concessions	
Subtotal: Earned Revenue	\$ 133,000.00		

Contributed Income	Amount	In-hand	Pending
Contributions (Individuals/Businesses)	\$ 53,664.00	\$	\$ 53,664.00
Grants (Foundations/Government other than City)	\$ 7500.00	\$	\$ 7500.00
City of Livermore (other than this grant request)	\$ 1000.00	\$ 1,000.00	\$
Other:	\$	\$	\$
Subtotal: Contributed Income	\$ 62,164.00	\$ 1,000	\$ 61,164.00

Project & Program Grant Amount Requested	\$ 10,000.00
Total Project Support (Revenue + Income + Grant)	\$ 205,164.00

PROJECT EXPENSE (Do not include in-kind expense)

Personnel	Amount	Notes
Artistic	\$ 96,390.00	Prod.Art.Director, Directors, Actors, Designers, choreographers, acting apprentices
Production	\$ 27,424.00	Associate producers, production managers, tech, stage managers
Administrative	\$ 3500.00	management apprentice, box office manager
Other: (describe in Notes)	\$	
Subtotal: Personnel	\$ 127,314.00	

General	Amount	Notes
Venue Rental	\$ 14,000.00	rehearsal space, storage, backstage rentals
Materials and Supplies	\$ 20,400.00	
Marketing and Promotion	\$ 33,500.00	
Transportation	\$ 0	
Insurance	\$ 9,950.00	Workers comp, general liability
Other: (describe in Notes)	\$	
Subtotal: General	\$ 77,850.00	

Total Project Expenses (Personnel + General)	\$ 205,164.00
Project Surplus (Loss) (Total Support minus Total Expense)	\$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
University of the Pacific Theatre Arts Dept.	Cash Sponsorship	\$ 5,000
Board Contributions	Cash donations	\$ 5,000
		\$
		\$
		\$
		\$

Requested Grant Amount: \$ 10,000
 Cash Match Amount: \$ 10,000
 In-kind Match Amount: \$ _____

Livermore Shakespeare Festival
Commission for the Arts Project and Program Grant
Budget Notes August 2017

- LSF 2018 ticket sales based on 2017 ticket income
- Contributions (Individuals/Businesses) based on individual and corporate support received in 2017.
- Artistic, Production and Administrative personnel includes only those employees and contractors working directly on the Livermore Shakespeare Festival summer program. This does not include education or general operating personnel.
- Venue rental includes Livermore Shakespeare Festival summer rehearsal space rental (Bothwell Arts Center charges us a discounted rate) storage pod rentals for LSF program equipment stored in pods on the Wente Vineyards lot and backstage rentals for the LSF program including the trailer for actors and porta-potty for backstage crew.
- Matching Funds report shows two sources of income which occur annually for Livermore Shakespeare Festival. Our board of directors donate directly to the LSF program and their donations regularly exceed \$5,000. University of the Pacific has co-produced the LSF summer program and contributed \$5,000 cash to the program for the past nine years.
- In-Kind spreadsheet includes discount amount for rental of Bothwell rehearsal room for summer program rehearsals.
- In-Kind spreadsheet lists donated storage portable from Livermore Valley Joint Unified School District. Portable stores all LSF program props, costumes and materials.

Shakespeare's Associates In-Kind Contributions		
Donated Income		
		FY16.17
Program		
Performance Space	Wente Vineyards	\$ 20,000.00
Rehearsal Space	Bothwell	\$ 2,000.00
Audition Space	Hawthorn	\$ 250.00
Storage Space	Nob Hill/Bordoni	\$ 5,000.00
	Livermore Valley Joint Unified School District	\$ 12,000.00
Artist Housing		\$ 15,000.00
Scene Shop free rental		\$ 3,000.00
Hosted Open Night Parties		\$ 800.00
Peets Coffee		\$ 250.00
<i>sub-total</i>		<i>\$ 58,300.00</i>
Benefit Gala		
2017 Silent Auction Items		\$ 10,000.00
Flowers		\$ 350.00
Live painting - Sharon Costello		\$ 1,000.00
<i>sub-total</i>		<i>\$ 11,350.00</i>
General		
Metler Graphic Design		\$ 5,000.00
Tax return prep from Accounting Solutions Inc.		\$ 1,500.00
Vounteer appreciation event - Rodrigue Molyneaux Winery		\$ 1,000.00
Show photography - CumulusLight.com		\$ 2,500.00
Gimenez Handyman		\$ 1,000.00
<i>sub-total</i>		<i>\$ 11,000.00</i>
TOTAL IN-KIND DONATIONS		\$ 80,650.00

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.



Authorized Officer's Signature

Lisa A. Tromovlitch

Print Name of Officer signing this form

8-30-17

Date

President/Producing Artistic Director

Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 02 2007

SHAKESPEARE'S ASSOCIATES, INC.
2987 COLLEGE AVE STE 165
LIVERMORE, CA 94550

Employer Identification Number:
38-3745834
DLN:
17053003017037
Contact Person:
SALLY B DAVENPORT ID# 31050
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 14, 2006
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
September 30, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (DO/CG)

Livermore SHAKESPEARE FESTIVAL

Organizational Summary

Mission Statement

The core purpose of Shakespeare's Associates, Inc. dba Livermore Shakespeare Festival is articulated in its mission statement:

Inspired by William Shakespeare, who through the rhetoric and poetry of the English language gave voice to the deepest experience of being human, we are committed to producing professional theater in the community. We produce and support theatrical events that celebrate the human experience. We create a company that is accessible and fully integrated with the Tri-Valley community and invite the participation of our Central Valley and Greater Bay Area neighbors.

Organizational History

Livermore Shakespeare Festival (LSF) was incorporated as a nonprofit, Public Benefit Corporation in California in June 2006; however, prior to that time, its artists and volunteers had produced Shakespeare in the Vineyard since 2002, as well as smaller shows in various venues. The company's growth and success led to its restructuring in 2006, including forming a new board of active community members, an advisory board, an artistic council of greater Bay Area professional artists, and a producer's circle. In 2015, LSF piloted a 2nd grade early literacy program at Joe Michell School. In the 2015/2016 school year, LSF implemented the *So Wise So Young* program in all 37 classrooms in the Livermore Valley Joint Unified School District (LVJUSD). The program has been fully funded for the 2016/2017 school year and is currently operating in all 2nd grade classrooms in the LVJUSD.

Production History

LSF, under the leadership of producing artistic director Lisa A. Tromovitch, has produced a variety of plays by a variety of playwrights with focus (of course) on Shakespeare. The first production was at Retzlaff Estate Winery. In summer 2008, the Livermore Shakespeare Festival moved to a new and larger venue Concannon Vineyard and expanded programming to two shows. The summer of 2015 brought LSF to the beautiful grounds of Wente Vineyards Estate Winery & Tasting Room. In 2013, LSF started producing holiday readings at Swirl on the Square with Dylan Thomas's "A Child's Christmas in Wales" and in 2014 Truman Capote's "A Christmas Memory", in 2015 a collection of Charles Dickens holiday short stories and in 2016, O. Henry's "Gift of the Magi". In February of 2015, LSF produced "Sonnet Cafe", a collection of Shakespeare's Sonnets at the Dublin Barn and in the spring of 2016, LSF created *Drunken Shakespeare* a celebration of the Bard's famous tipsy characters and scenes in honor of the 400 year legacy celebration of William Shakespeare. In the summer of 2017, LSF produced Shakespeare's *A Midsummer Night's Dream* and Edmond Rostand's *Cyrano de Bergerac*.



Managing Director
8/30/17

- 2007 *The Comedy of Errors*, Shakespeare
'art' by Yasmina Reza (2007), Bothwell Arts Center
- 2008 *Twelfth Night*, Shakespeare
The Complete Works of William Shakespeare (abridged) (revised) by Adam Long, Daniel Singer, & Jess Winfield; guest director Leslie Martinson
Proof by David Auburn, Bothwell Arts Center; guest director Virginia Reed
The Seagull by Anton Chekov, Bankhead Theater
- 2009 *A Midsummer Night's Dream*, Shakespeare
The Seagull by Chekov, an outdoor staging at Concannon
Copenhagen by Michael Frayn, Bothwell Arts Center; guest director Virginia Reed
- 2010 *Romeo and Juliet*, Shakespeare, guest director Gary Armagnac
The Real Thing by Tom Stoppard
- 2011 *The Tragedy of Macbeth*, Shakespeare
Lend Me A Tenor by Ken Ludwig; guest director Leslie Martinson
A Life in the Theatre by David Mamet; guest director Eric Fraisher Hayes; dedicated to the memory of Garret Boer
- 2012 *Hamlet*, Shakespeare
The Merry Wives of Windsor, Shakespeare; guest director Virginia Reed
- 2013 *The Taming of the Shrew*, Shakespeare; guest director Gary Armagnac
The Liar by Pierre Corneille adapted by David Ives
- 2014 *Much Ado About Nothing*, Shakespeare
Pride & Prejudice, Christina Calvitt, guest director Virginia Reed
- 2015 *As You Like It*, Shakespeare
Sense & Sensibility, Jon Jory, guest director Jennifer Le Blanc
- 2016 *The Tempest*, Shakespeare
Persuasion, by Jennifer Le Blanc, guest director Mary Ann Rodgers
- 2017 *A Midsummer Night's Dream*, Shakespeare, guest director Gary Armagnac
Cyrano de Bergerac, adapted and directed by Lisa A. Tromovitch

The Artists

LSF auditions artists from around the Bay Area and from around the country. Since 2010, the company has included members of Actors' Equity Association as well as

graduate students from the ACT Conservatory as part of the continuing effort to bring high quality productions to our community.

LSF also include college apprentices and high school interns in its casts and crews. The students are from established educational institutions around the Bay Area and across the country.

Community Involvement

The company is actively engaged in its community: LSF is a member of the Livermore Chamber of Commerce, Livermore Cultural Arts Council, Livermore Downtown Inc., Visit Tri-Valley and the Tourism Area Professionals Partnership. The company has received support from the City of Livermore, the Alameda County Arts Commission, and the Rotary Club, Livermore Valley Education Foundation, Clorox Company, Fremont Bank, Livermore Valley Performing Arts Center, Wentz Family Foundation, Severns Family Foundation, Mony Nop Foundation, as well as from many local businesses and residents.

Professional Affiliations

LSF enjoys a co-producing relationship with The University of the Pacific's Department of Theatre Arts, enabling students to intern with the company for credit and allowing the Festival to access costume and scene shops. The University also provides some financial support. We also have a working relationship with the Las Positas College Technical Theater Program, and design associations with the faculty at Santa Clara University. Other professional affiliations include Theatre Bay Area, the Shakespeare Theatre Association, and the Institute of Outdoor Drama.

Livermore Shakespeare Festival
2017 Board of Directors Roster

Elizabeth E. Trutner (Beth) - Chair

Trutner Law Offices, Partner

2109 Fourth Street
Livermore, CA 94550
(925) 447-1222
(925) 980-6350 (cell)
etrutner@trutnerlaw.com

Lisa A. Tromovitch - President

University of the Pacific, Associate Professor

3869 Pestana Way
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Janet Lide – Secretary

8001 Jorgensen Lane
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jplquilter@aol.com

Suzanne Schorr Repetto - Treasurer

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Metier Marketing Communications, Partner

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Louise Gill College Advising Services

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Human Resources Consultant

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Patricia Munro, Ph.D.

Author, Rutgers University Press: *Coming of Age in Jewish America: Bar and Bat Mitzvah Reinterpreted*

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munro.patricia@gmail.com

Staff

Katie Marcel

Livermore Shakespeare Festival, Managing Director

PO Box 2616

Livermore, CA 94551

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(925) 337-2859 cell

Katie@LivermoreShakes.org

**Livermore Shakespeare Festival 2018
Key Project Individuals (as of August 2017)**

Lisa A. Tromovitch
Director
Producer, LSF

Managing Director
Katie Marcel

Marketing/Website/Graphic Designer
Laura Batti

Associate Producer
Karen Riley

Costume Designer
Jonathan Singer

Scenic Design
Malcolm Rogers

Lighting Designer
Michael Rinaldi

Producing Associate
Deborah Lagin

Marketing Associate
Michael Wayne Rice

Stage Manager
Aubrey Whitlock

Actor
Jennifer Le Blanc

Key Project Staff

Lisa A. Tromovitch (Producing Artistic Director, Director – *Cyrano de Bergerac*) founder of SA/LSF, has over 50 professional directing credits in six states. She began her career at The Old Globe Theater where she assisted directors Jack O'Brien, Tom Moore and the late John Houseman. She is a Backstage West Garland Award and Indy Award winner for her direction of *Amadeus* at PCPA TheatreFest. Most recently she directed *The Tempest*, *As You Like It* and *Much Ado About Nothing* for SA, and *Drunken Shakespeare* and *Tennessee Williams One-Acts* at University of the Pacific, Stockton, where she is a tenured professor of the Department of Theatre Arts. Lisa was a featured guest director at Douglas Morrison Theater in Hayward in the fall of 2015 for *Love's Labour's Lost*, a Musical based on the play by William Shakespeare. Lisa was awarded an Arts Leadership Award 2012 by Alameda County's Board of Supervisors, and a 2010 Innovation Award for "Risktakers and Dreammakers" hosted by the Livermore Chamber of Commerce. She just completed a two year term as President of Shakespeare Theatre Association (STA), the international organization for producers of Shakespeare. Member: Actors Equity, Shakespeare Theater Association. MFA, Southern Methodist University; BA magna cum laude, Dartmouth College; Phi Beta Kappa.

Katie Marcel (Managing Director) was treasurer of the founding board of directors for SA for 3 years. She then served as the company's Administrative Director before becoming the full-time Managing Director in 2014. She was formerly employed by Livermore Downtown Inc. as the Assistant Director, spending six years assisting the downtown's renaissance. Marcel also served as one of the original members of the City of Livermore's Commission for the Arts. In addition to her non-profit experience, she managed a bi-coastal talent management company and performed as a cabaret singer and actress in New York City. BA, Santa Clara University.

Laura Batti (Graphic Designer/Marketing) is a graphic designer and co-owner of Métier Marketing Communications, Inc. She has extensive experience in all forms of marketing identity and graphic design. Laura has worked with Livermore Shakespeare Festival since its inception, designing the logos, website and LSF programs. You can see more of her work at www.metiermc.com.

Karen Riley (Associate Producer/Deck Manager) joined Livermore Shakespeare Festival in January 2008 as the Technical Director for *Proof*, has been the production manager on four other shows, and has filled several different technical positions in her nine years with the Company. Karen joined the Las Positas College Technical Theater Department as a student in 2005 and continues to participate in productions there, building sets and working in a variety of back stage roles. Karen recently retired from LLNL where she had worked since 1992 as a supervisor in the Environmental Field.

Malcolm Rodgers (Set Designer) is the Design Director for Hot Rod Shop, a custom scenic design company in Alameda, where he designs scenery and motion graphics for television, stage, and corporate environments. He has received three Regional Emmy Awards, two for set design, and one for Motion graphics. Some of his more recent set designs for theater include *Berlin to Broadway* at The Masquers; *Persuasion*, *Enchanted April* and *Night of the Iguana* at The Ross Valley Players; *Kiss Me Kate* and *Meet Me In St. Louis* at CCCT. Malcolm studied theater performance at The Pacific Conservatory for the Performing Arts, and stage design at San Francisco State University.

Michael Wayne Rice (Teaching Artist, Marketing) has appeared in 7 shows with Shakespeare's Associates, including *The Tempest*, *Cymbeline*, *As You Like It*, and *The Seagull*. He has acted on stages in Missouri, New York, Los Angeles, and San Francisco. Michael is a graduate of the University of Missouri @ Kansas City with an M.F.A. in Classical Stage Performance. Michael currently teaches acting at the University of the Pacific and has also taught at UMKC and the University of San Francisco.

Jonathan Singer (Costume Designer) Jonathan has designed several shows for Livermore Shakespeare Festival over the years including *A Midsummer Night's Dream*, *The Tempest*, *Pride and Prejudice*, *Romeo & Juliet*, *Twelfth Night* and *The Complete Works of William Shakespeare Abridged (revised)*. He has designed and taught at University of the Pacific, is a master tailor, and in addition to designing costumes is an interior designer. His MFA is from University of Minnesota and his BA from CSU Stanislaus.

Aubrey Whitlock (Stage Manager/Teaching Artist) recently served as Livermore Shakespeare Festival's Stage Manager for *A Midsummer Night's Dream*. Aubrey has been an actor, stage manager, and teaching artist for Sweet Wag Shakespeare, a touring company based out of Staunton, Virginia. While in Virginia she had the opportunity to perform at the world-famous Blackfriars Playhouse. Some of her favorite roles include Falstaff in *Henry IV, Part I*, Belarius in *Cymbeline*, and Orlando, Touchstone, Duke Senior, Phoebe, and Audrey in a three-person production of *As You Like It*. Aubrey is also a credentialed teacher and for six years she taught English and Drama at high schools in South Central Los Angeles and in the Central Valley. She holds an MFA and an MLitt in Shakespeare and Performance from Mary Baldwin College, an MA in Teaching from Chapman University, and a BA in Theatre Arts from UC Santa Cruz.

Deborah Lagin (Producing Associate/Teaching Artist) recently appeared as Hermia in Livermore Shakespeare Festival's production of *A Midsummer Night's Dream* and Louisa in Jane Austen's *Persuasion*. She graduated from University of California at Irvine with a Bachelor's in Drama and a minor in Comparative Literature. Among her favorite roles at UC Irvine were Thomasina in *Arcadia*, Miranda in *The Tempest*, and Tillie in *Effect Gamma Rays of Man In the Moon Marigolds*. Last summer she was an Acting Intern at Marin Shakespeare Company and appeared as Young Elizabeth in *Richard III*. Deborah also went to Shakespeare and Company in Lenox, Massachusetts for their conservatory program, where she had the honor to perform as Juliet in *Romeo and Juliet*. Deborah played Viola in San Francisco Shakespeare Festival's recent school tour of *Twelfth Night*.

Jennifer Le Blanc (Actor/Teaching Artist) Jennifer has appeared in LSF's *Cyrano de Bergerac*, *Much Ado About Nothing*, *Taming of the Shrew*, *Merry Wives of Windsor*, *Macbeth*, and *The Real Thing*. Jennifer has worked with TheatreWorks, Pacific Rep, Shotgun Players, and the Arabian, Colorado, Marin, and San Francisco Shakespeare Festivals. Jennifer is a member of Actor's Equity; her MFA is from the National Theatre Conservatory. She also teaches with the San Francisco Shakespeare Festival and with the Arabian Shakespeare Festival. Jennifer is a produced playwright and adaptor. She directed LSF's production of *Sense and Sensibility*. In 2016, LSF produced her adaptation of Jane Austen's *Persuasion*.

Livermore
SHAKESPEARE FESTIVAL



An experience beyond the stage!



Staycation with Livermore Shakespeare Festival

"Livermore Shakespeare Festival is one of the jewels of the summer theater season." — Randy McMullen, The Mercury News

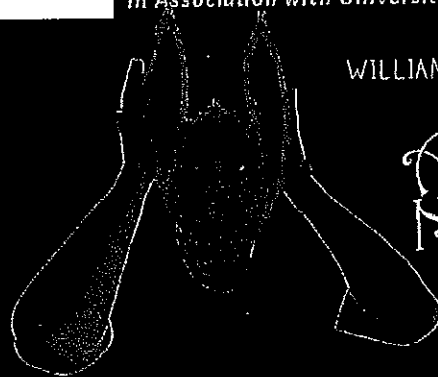


ILLUMINATING THE THEATRE

COMMUNITY

Livermore SHAKESPEARE FESTIVAL

In Association with University of the Pacific Theatre Arts



WILLIAM SHAKESPEARE'S

A Midsummer Night's Dream

DIRECTED BY
GARY ARMAGNAC



EDMOND ROSTAND'S

Cyrano de Bergerac

DIRECTED BY
LISA A. TROMOVITCH



June 29 - July 30, 2017



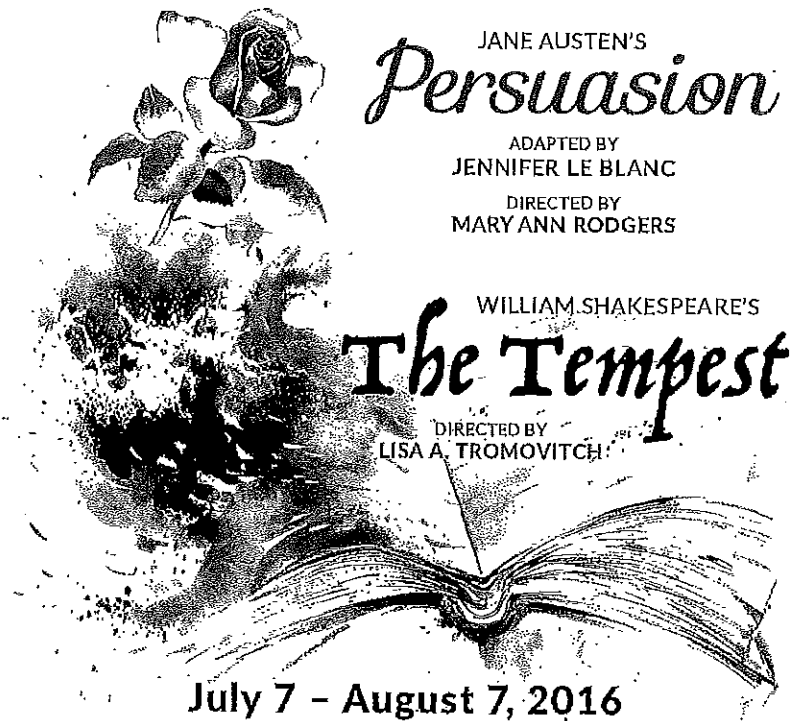
Outdoors at Wente Vineyards
Estate Winery & Tasting Room

Lisa A. Tromovitch, Producing Artistic Director | Katie Marcel, Managing Director

ILLUMINATING THE THEATRE COMMUNITY

Livermore
SHAKESPEARE FESTIVAL

In Association with University of the Pacific Theatre Arts



JANE AUSTEN'S
Persuasion
ADAPTED BY
JENNIFER LE BLANC
DIRECTED BY
MARY ANN RODGERS

WILLIAM SHAKESPEARE'S
The Tempest
DIRECTED BY
LISA A. TROMOVITCH

July 7 - August 7, 2016



Outdoors at Wente Vineyards
Estate Winery & Tasting Room

Lisa A. Tromovitch, *Producing Artistic Director* | Katie Marcel, *Managing Director*

8/25/2017

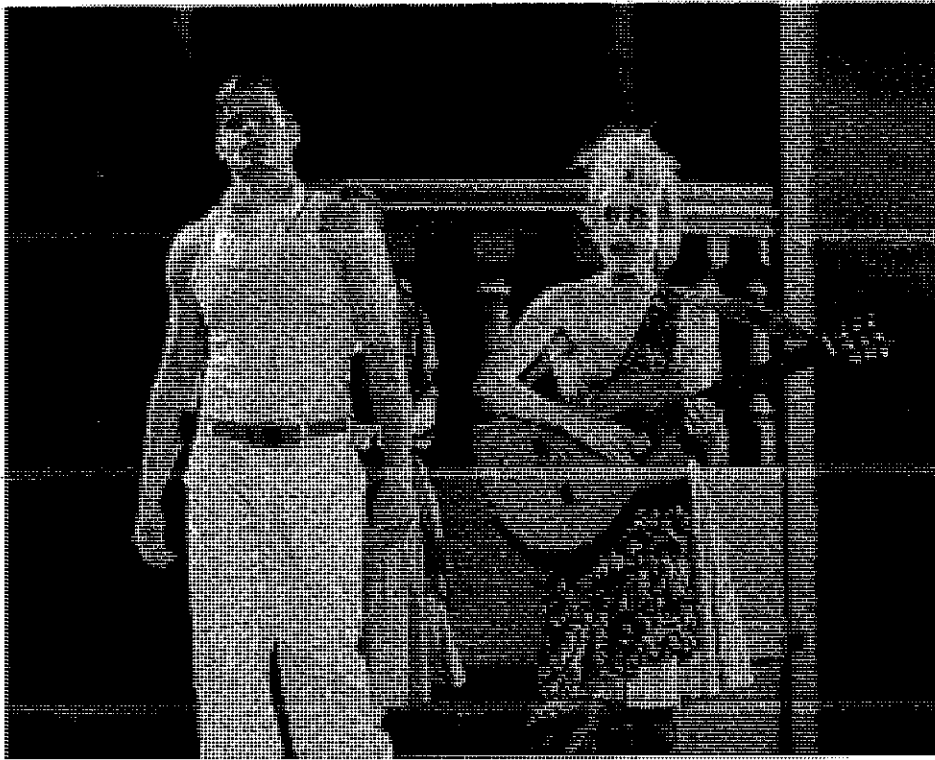
Review: 'Midsummer Night's Dream' sparkles in Livermore

*Mercury News
July 6, 2017*

BREAKING NEWS Hurricane Harvey reaches Category 3, storm surge begins

Entertainment > Theater & Arts

Review: Shakespeare classic gets 'Dream' production in Livermore



Gregg Le Blanc/Livermore Shakespeare Festival
Oliver Shirley, left, and Aleah Zimmer star in Livermore Shakespeare Festival's "A Midsummer Night's Dream."

By **SAM HURWITT, CORRESPONDENT** |

PUBLISHED: July 6, 2017 at 3:52 pm | UPDATED: July 6, 2017 at 4:14 pm

8/25/2017

Review: 'Midsummer Night's Dream' sparkles in Livermore

"A Midsummer Night's Dream" is always among the most popular of William Shakespeare's comedies, but it seems particularly ubiquitous in the Bay Area this summer. It just opened Livermore Shakespeare Festival's summer season at Wente Vineyards. Site-specific troupe We Players is performing its own adaptation at parks in San Francisco and El Sobrante, and later in July Inferno Theatre will be performing the comedy at Berkeley's John Hinkel Park.

It's easy to see why "Midsummer" is in such heavy rotation. The play has it all: fairies, characters from Greek mythology, mismatched lovers roofied with a love potion, comically inept amateur actors putting on a play within a play, even some bestiality.

More than anything, the delightful humor of the piece is what sparkles in director Gary Armagnac's staging for Livermore Shakes, performed in the round on a small, intimate stage. Even the relatively straightforward introductory scene explaining who loves whom is enlivened by David Everett Moore's eager-to-please King Theseus getting a icy reception from his betrothed, Mary Ann Rodgers' jaded Hippolyta.

As usual, these roles are doubled with the squabbling king and queen of the fairies. Moore is a stern and imperious Oberon, but his comedic reactions to his irresponsible servant Puck (a childish and easily distracted Paul Barrois) are marvelously sharp. Rodgers' staid Titania is accompanied by an amusing retinue of fairies, including one pricelessly overenthusiastic fairy portrayed by Aleah Zimmer with a quirkily gravelly voice.

Deborah Lagin is a hilariously feisty Hermia, eloping with Oliver Shirley's rash Lysander against her father's will. She's pursued by Justin Edward Keim's ardent Demetrius, who in turn is chased by Lily Narbonne's comically perplexed Helena. When their love quadrangle explodes into confusion and confrontation (exacerbated by supernatural meddling), it gets riotously violent awfully fast.

As for the gaggle of laborers practicing a play in these enchanted woods, Russell Marcel is pleasingly buffoonish as the hammy Nick Bottom, with a ludicrously unconvincing toupee. Andrea Lea Martzipan is indefatigably upbeat as Peta Quince, the leader of the players. Kyle Goldman is an amusingly grouchy Francis Flute, a grimy mechanic tasked with playing the romantic heroine. Peter Ray Juarez is a drunken, amorous Snout, who has to play a wall. Luke Bolle is an amiably mellow Snug, portraying a distinctly unthreatening lion, and Kai Hynes is an anxious, nerdy Starveling, playing the moon (accompanied by an actual dog who's an adorable scene stealer without acting up in the slightest).

8/25/2017

Review: 'Midsummer Night's Dream' sparkles in Livermore

It's a modern dress production seemingly not tied to any particular period, although some of Jonathan Singer's stylish costumes look reminiscent of the early 1960s, at least for the mortals. The fairies, of course, have their own fanciful sense of style.

On the whole it's an awfully pleasant "Midsummer," liberally laced with inventive gags, that serves as a welcome reminder of what a well crafted, complex comedy the play is in the first place.

Contact Sam Hurwitt at shurwitt@gmail.com, and follow him at [Twitter.com/shurwitt](https://twitter.com/shurwitt).

'A MIDSUMMER NIGHT'S DREAM'

By William Shakespeare, presented by Livermore Shakespeare Festival

Through: July 16

Where: Wente Vineyards Estate Winery & Tasting Room, 5565 Tesla Road, Livermore

Running time: 2 hours and 40 minutes, one intermission

Tickets: \$18-\$50; 925-443-2273, www.livermoreshakes.org

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Sam Hurwitt, Correspondent

Review - Cyrano de Bergerac: Not to Be Missed Production

By Carol Graham | Posted: Thursday, July 20, 2017 12:00 am

We are all cursed with enormous noses, in one form or another.

While Cyrano de Bergerac believes it is his sizable proboscis – which "marches on before me by a quarter of an hour!" – that renders him unlovable, for others it may be any number of perceived peculiarities. It's this private, universal belief that makes Cyrano de Bergerac so relatable and entertaining. That, and the fact that it is one of the funniest plays ever written.

"It will make you laugh," says actor Mary Ann Rodgers, "then break your heart."

The Livermore Shakespeare Festival's outstanding, not-to-be-missed production of Cyrano de Bergerac opened July 13 at Wente Vineyards Estate Winery & Tasting Room, and ended with an exuberant standing ovation. Eight upcoming performances take place on Thursdays through Sundays, July 20 to 30.

"Cyrano is a play about a hilarious and heartbreaking love triangle that asks the question, 'What is true love, and how do we express it?'" says actor Oliver Shirley. "I hope audience members take away an appreciation for the beautiful poetry of Edmond Rostand's language and a deeper familiarity with the complexity love can entail."

The plot, in a nutshell, is this: Cyrano (played by Ryan Tasker) is a 17th-century soldier who is as brilliant a poet as he is a swordsman – so skillful in fact that he can compose poems while dueling. And win. Cyrano is in love with his beautiful, highly-educated cousin Roxane (Jennifer Le Blanc) who has her eye on handsome Christian de Neuvillette (Oliver Shirley), a man whose intellect and nose are greatly diminished from those possessed by Cyrano. Things get complicated when Cyrano writes love letters that Christian gives to Roxane, causing her to fall more deeply and falsely in love with the wrong man.

Under the superb direction of Lisa Tromovitch, the fast-paced action – involving sword fights, romance, secret meetings and moonlight – is a breeze to follow.

"The themes in Cyrano, like those explored in Shakespeare, are still relevant," says Tromovitch. "Most of us know of situations where lies are successfully used to gain and maintain power, while people who are honest are left by the wayside. It is a romantic choice to live a life based on honesty, bravery and passion."

Much of the production's success can be attributed to the spectacular talent of the actors. Tasker portrays Cyrano with such effortless eloquence and magnetism that the audience not only roots for him but also can't



1

A scene from Cyrano de Bergerac with Ryan Tasker & Justin Genna as Cyrano and Valvert. Photo by Gregg Le Blanc, CumulusLight.com.

8/25/2017

Review - Cyrano de Bergerac; Not to Be Missed Production - The Independent: Culture

help falling a little in love with him. Le Blanc perfectly embodies the articulate, spirited Roxane, and Shirley nails the seemingly dashing but somewhat depthless Christian. Amid all the action, a touching relationship develops between Cyrano and Christian – each desiring traits the other possesses, while wanting what is best for Roxane.

In addition to the sensational cast, other stars of the show include: the setting – outdoors, under the stars, on the beautiful grounds at Wente in the vineyards; the award-winning wines - available by the glass or bottle, which may be enjoyed while watching the performance; the in-the-round stage ensuring everyone has a great seat up close to the action; and the gorgeous costumes that add to the visual beauty of the story.

"Costuming is a magical part of the theatrical experience," says Costuming Apprentice Samantha Richey. "In Cyrano, costumes are able to transport actors and audiences alike to another time and place. Seeing it all come together onstage is amazing."

All shows begin at 7:30 p.m. Tickets are \$25 - \$50, and for children 18 and under, \$18. Attendees are encouraged to dress in layers and bring blankets as evenings can get chilly (blankets will also be available to rent or purchase). This Wente venue is located at 5565 Tesla Road, Livermore.

"Working with the Livermore Shakespeare Festival has been a complete joy," says Oliver. "I hope anyone who hasn't already done so will join us in the coming nights out in the beautiful space at Wente Vineyards for a lovely evening of outdoor theater."

For more information visit LivermoreShakes.org or call (925) 443-BARD.

8/25/2017

"A Midsummer Night's Dream" Beguiles at Livermore Shakes -- Theatrius

THEATRIUS

Reviews: Plays, People, Projects - San Francisco And Beyond
(<http://theatrius.com/>)



"A MIDSUMMER NIGHT'S DREAM" BEGUILLES AT LIVERMORE SHAKES

📅 July 4, 2017 (<http://Theatrius.Com/2017/07/04/A-Midsummer-Nights-Dream-Beguiles-At-Livermore-Shakes/>) 🗿 Irene Nelson
(<http://Theatrius.Com/Author/Inelson/>)

Shakespeare Under the Stars Works Magic

by Irene Nelson

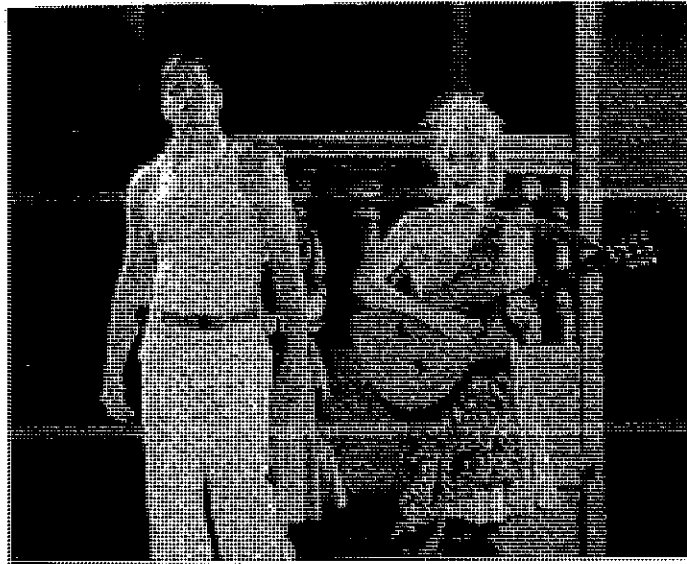
Let's make it clear from the get-go: this is one of the best, possibly the best, production I have seen in the last six months.

"Midsummer" shows us three classes: the upper crust, working craftsmen, and magical beings. All of them bump heads in this sly, friendly, and funny version of Shakespeare's "A Midsummer Night's Dream." Under the direction of Gary Armagnac, a superb cast shines at the Livermore Shakespeare Festival's "Midsummer," set in the 1950s.

An elite couple, stylishly dressed in black and white, discuss their upcoming wedding. He, Theseus (charmer David Everett Moore), Duke of Athens, excitedly plans. She, Hippolyta (regal Mary Ann Rogers), late of the Amazons, clearly would rather be somewhere else, probably with her sisters in that island in the "Wonder Woman" movie. Egeus, an upset father, barges in, demanding that his daughter, Hermia (sweet Deborah Lagin), follow his command. Egeus wants Hermia to marry his choice, Demetrius (straight-faced Justin Edward Keim).

8/25/2017

"A Midsummer Night's Dream" Beguiles at Livermore Shakes --Theatrics



Oliver Shirley (Lysander) and Aleah Zimmer (First Fairy). Photos by Gregg Le Blanc

But gentle Hermia loves Lysander (easy on the eyes Oliver Shirley). She knows Demetrius has other options; he was recently engaged to Helena (ardent Lily Narbonne). Hermia and Lysander decide to meet in the woods and elope. Helena finds out, rats out the lovers to Demetrius; and ambushes the lovers. Such are the soap opera problems of two upper class young couples.

Meanwhile, a handful of village workers, the "mechanicals"—carpenter, weaver, bellows mender, tinker, joiner, tailor (the folks who make the world possible for the elite)—are also planning to meet in the woods. They start rehearsing a play for the Duke's wedding, to compete for the prize money—show business in the woods.



Russ Marcel (Bottom) and Paul Barrois (Puck)

These woods are home to marvelous fairies in delightful punk and goth array. They have such fun, we want to join them. But they serve the demanding King and Queen of Fairies, Oberon and Titania, who are fighting a bitter custody battle. Things are tense among the magical folk.

8/25/2017

"A Midsummer Night's Dream" Beguiles at Livermore Shakes – Theatrius.

Oberon's servant Puck (laid-back Paul Barrols) also dresses up, but with a Romany twist. His nonchalant manner suggests he's a Slacker, a fan of The Dude. Paul Barrols' carefree Puck is bewitching: I could not take my eyes off him. Oberon and Puck are friends and their comic timing is impressive.

Oberon, the Fairy King, takes an interest in the two sets of young lovers roaming his woods. He decides to solve their love problems, and his own feud with Titania, by magical mischief making.



Russ Marcel (Bottom) and Mary Ann Rodgers (Titania)

The play depends on a competent Bottom, who turns into a magical jackass, and Russell Marcel knocks it out of the park. Aleah Zimmer is delightful as the First Fairy. Lily Narbonne is impressive whenever she's on. Every actor does a stellar job. Each "mechanical" captures the stage, individually, as does each fairy. The young lovers and the royal couple are always compelling. Livermore Shakes takes pains to be perfect. Strong acting endows each mortal or fairy with a unique, unforgettable personality.

Set outdoors in the beautiful Wente Vineyards, "Midsummer" plays in the round on a traditional bare stage. Their "Midsummer" offers music by the Fairies with voice, guitar, uke, and violin, including Bobby Darin's "Dream Lover." For dance, we enjoy a short, impressive ballet by Fairy Cobweb (Sally Virgilio).

8/25/2017

"A Midsummer Night's Dream" Beguiles at Livermore Shakes -- Theatrius



Mary Ann Rodgers (Hippolyta) and David Everett Moore (Theseus)

Livermore Shakespeare Festival worked all school year with second graders in a literacy program where the kids studied "A Midsummer Night's Dream." Just before the play started, any students in attendance were asked to identify themselves. A dozen were present. We in the audience were advised to seek these experts out at intermission if we had trouble understanding any part of the play. Barrols as Puck carefully noted where the kids sat. Once he asked one of the kids to hold his popcorn while he went off on Oberon's bidding; another time he asked a youngster to remind him which person was supposed to be drugged with the magic flower. Unrehearsed, it works each time, blending with the action onstage.

I have seen so many productions of this popular play that I decided to take a break for a few years. I am happy that I broke my fast with Livermore's "Midsummer." I had a great time.

"A Midsummer Night's Dream" by William Shakespeare, directed by Gary Armagnac, by Livermore Shakespeare Festival, at Wente Vineyards, Livermore, California, through Sunday, July 16, 2017. Info: livermoreshakes.org (<http://livermoreshakes.org/livermore-shakes/>)

Cast: Paul Barrols, Luke Bolle, Kyle Goldman, Kai Hynes, Peter Ray Juarez, Hannah Keihl, Justin Edward Kelm, Deborah Lagin, Andre Lea Martzipan, Russell Marcel, David Everett Moore, Kyra Munker, Natalya Ribovich, Lily Narbonne, Mary Ann Rodgers, Oliver Shirley, Sally Virgilio, and Aleah Zimmer.

👉 Plays (<http://Theatrius.Com/Category/Plays/>)

Comments are closed.

Applicant Name: Livermore Shakespeare Festival

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

1. Application Checklist (this page).
2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
4. If you are an organization, submit a list of current officers and Board members with their term of office.
5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
9. Resumes/biographies of key project individuals, generally one page each.
10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (Note: Calendar listings are not suitable.)
12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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:
\$1,000,000/\$2,000,000 aggregate per occurrence 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".

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.



DATE: October 23, 2017
TO: Honorable Mayor and City Council
FROM: Darren Greenwood, Public Works Director
SUBJECT: Rental Uniforms and Textiles Services

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a three-year agreement with Cintas Corporation in a total amount not to exceed \$180,000 for services to provide and launder rental uniforms and textiles for the Public Works Department.

SUMMARY

The Public Works Department currently has an agreement with Prudential Overall Supply to provide and launder rental uniforms. Prudential's service has steadily declined in the last year, with problems ranging from missing uniforms, poor customer service on site, and lack of resolution of complaints. After months of trying to resolve the various issues, staff interviewed a new uniform supply company. After reviewing their uniforms and speaking with their customer service representatives, staff chose Cintas Corporation. Cintas is a National Joint Powers Alliance (NJPA) Vendor with a Cooperative Purchasing Agreement.

DISCUSSION

The Public Works Department currently utilizes a uniform service for their employees. This weekly service provides uniforms, towels and mats to both the Maintenance and Water Resources Divisions. Over the past year, the service from Prudential has steadily declined resulting in incomplete uniforms, long wait times for corrective action, and billing issues. Staff has spoken with the Customer Service Representative, and lodged complaints with the plant Manager, but the issues have not been resolved. The current agreement allows for the City to terminate with 30 days notice. Staff explored other options and found that Cintas holds a competitively-bid cooperative purchasing

agreement through the NJPA. Staff will issue a notice of termination to Prudential Overall Supply upon approval of the agreement with Cintas.

Livermore Municipal Code Section 2.68.390 allows for an exemption to the quotation and bidding requirements if such purchases are based on an agreement or cooperative purchasing program entered into by any public agency. In such cases, the supplies and services subject to the agreement or program and the underlying purchase must have been made using a quotation or bid procedure at least as restrictive as the City's.

The NJPA Cooperative Purchasing Agreement assists local governments in reducing costs through a nationwide government-to-government procurement service. The bidding procedures utilized by the NJPA meet or exceed the criteria established in Section 2.68.390 of the Livermore Municipal Code.

FISCAL AND ADMINISTRATIVE IMPACTS

The annual funding for this agreement (\$60,000/year) is budgeted in a variety of Funds based on the needs of the various facilities. Since no material change in cost is expected, no additional appropriation is necessary.

ATTACHMENTS

1. NJPA Acceptance and Award Contract #12-JLH-011C

Prepared by:

Kathy Hughes
Administrative Assistant

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

**MASTER AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenue
Bel Air, MD 21014
AND
Cintas Corporation
6800 Cintas Blvd.
Mason, OH 45040**

Contract #12-JLH-011C

THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

- A. Services:** Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.
- B. Term:** The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- C. Compensation:** HCPS agrees to pay and Supplier agrees to accept as compensation for the

products provided pursuant to this Master Agreement, the following:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.

- D. **Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- E. **Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- F. **Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section 1, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).
- G. **Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Supplier: Cintas Corporation
Attn: Craig Jackson, Senior Global Account Manager
Address: 6800 Cintas Blvd
Mason, OH 45040
Phone: 513-459-1200

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

- H. **Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- I. **Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any

apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.


- J. **Entire Master Agreement:** This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.


- K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

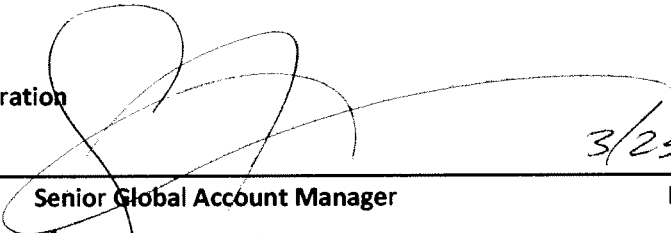
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/2/12
Superintendent of Schools Date

by  4/10/12
Date

(Signature) President (Date)
Board of Education of Harford County
Attest: 

Cintas Corporation
by  3/23/12
Senior Global Account Manager Date

Attest:  3/23/12

To access pricing information, please use your login at www.uscommunities.org.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR SERVICES WITH CINTAS CORPORATION FOR A THREE-YEAR TERM, IN AN AMOUNT NOT-TO-EXCEED \$180,000, TO PROVIDE AND LAUNDER RENTAL UNIFORMS AND TEXTILES

The City of Livermore Public Works Department utilizes a uniform service for their employees. The City requires this service to provide uniform and textile rental and laundering. Cintas Corporation holds Cooperative Purchasing Agreement #12-JLH-011C through the National Joint Powers Alliance, whose purchasing procedures meet the requirements of Livermore Municipal Code Section 2.68.390.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to execute an Agreement for Services with Cintas Corporation, attached hereto as Exhibit A, in a not-to-exceed amount of \$180,000, for uniform and textile rental and laundering services for a three-year term.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2017, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:



Susan Neer
City Clerk

Catrina Fobian
Assistant City Attorney

Exhibit A – Agreement for Services

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2017, by and between the City of Livermore ("City"), a municipal corporation, and Cintas Corporation #3 ("Contractor"), a Nevada corporation.

RECITALS

City requires services to provide and launder rental garments and textiles.

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

AGREEMENT

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

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

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

3. **Description of Services.** Contractor shall provide services to provide and launder rental garments and textiles 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 Kathy Hughes ("Project Manager"), or such other person designated as the Project Manager by City;
- (g) Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;
- (h) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;
- (i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records, and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;
- (j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services; 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.

5. Compensation and Payment.

- (a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of \$180,000.00 ("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 December 1, 2017, and terminates upon the completion of the Services or November 30, 2020, whichever occurs first.

7. **Termination by City.** City may terminate this agreement without cause by giving Contractor thirty days written notice. If the effective date of termination is less than 1 year from the effective date of the agreement, the City shall purchase all garments covered by this agreement from Contractor at the current replacement cost. If the effective date is between thirteen (13) months and (35) months from the scheduled termination date of the agreement, City shall pay the sum of \$1,400.00 per month the agreement is terminated early and return all garments to Contractor. Contractor shall continue to faithfully execute the work described in this agreement until the date of termination. At the time of termination, City shall pay for all services rendered in accordance with Section 5 of this agreement.

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 negligent 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. Flame Resistant Clothing. If City chooses to rent Flame Resistant Clothing, City agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). Contractor makes no representation whether the FRC constitutes appropriate personal protective equipment for the environment(s) to which City's employees or agents may be exposed or as to the City's ability to protect users from injury or death. City agrees to notify all employees and other agents of City who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. City acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of City. Further, City releases Contractor from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. City hereby agrees to defend, indemnify and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement resulting from City's or its employees' or agents' use of the FRC.

14. 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.

15. 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.

16. 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.

17. 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.

25. 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.

26. 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.

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

CONTRACTOR:

Dated:


By: MATTHEW SKINNER
Title: CORPORATE MAN

9/22/2017

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 A
SCOPE OF WORK

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

1. Provide rental garments to various City locations.
2. Provide weekly exchange and laundering of rental garments.
3. Contractor shall be compensated as follows:

Premium Rental Services Program

Price

Standard Economy Line

5 Changes of Comfort Flex Work Shirts Provided for Each Employee	\$2.013 per Employee
11 New Comfort Flex Work Shirts Provided for Each Employee	per Week
5 Changes of Comfort Flex Work Pants Provided for Each Employee	\$2.299 per Employee
11 New Comfort Flex Work Pants Provided for Each Employee	per Week
1 Change of Hip Length Jacket Provided for Each Employee	\$0.836 per Employee
2 New Hip Length Jackets Provided for Each Employee	per Week
1 Change of Poly/Cotton Coveralls for Each Employee	\$0.918 per Employee
3 New Poly/Cotton Coveralls Provided for Each Employee	per Week

High Image Line

5 Changes of Cintas Performance Polo Shirts Provided for Each Employee	\$3.85 per Employee
11 New Cintas Polo's Provided for Each Employee	per Week
5 Changes of Comfort Flex Cargo Shorts/Pants Provided for Each Employee	\$3.586 per Employee
11 New Comfort Flex Cargo Shorts/Pants Provided for Each Employee	per Week
1 Change of High Image Jacket Provided for Each Employee	\$0.908 per Employee
2 New High Image Jackets Provided for Each Employee	per Week

Carhartt Line

5 Changes of Carhartt Tradesman Shirts Provided for Each Employee	\$4.488 per Employee
11 New Carhartt Tradesman Shirts Provided for Each Employee	per Week
5 Changes of Carhartt Dungarees Provided for Each Employee	\$5.16 per Employee
11 New Carhartt Dungarees Provided for Each Employee	per Week
5 Changes of Carhartt Five Pocket Jeans Provided for Each Employee	\$5.16 per Employee
11 New Carhartt Five Pocket Jeans Provided for Each Employee	per Week
5 Changes of Carhartt Carpenter Jeans Provided for Each Employee	\$5.72 per Employee
11 New Carhartt Carpenter Jeans Provided for Each Employee	per Week
1 Change of Carhartt Jacket Provided for Each Employee	\$3.60 per Employee
2 New Carhartt Work Jackets Provided for Each Employee	per Week

Hi-Vis Line

5 Changes of Comfort Flex Hi-Vis Work Shirts Provided for Each Employee	\$5.742 per Employee
11 New Comfort Flex Hi-Vis Work Shirts Provided for Each Employee	per Week
5 Changes of Comfort ANSI Class 3 Hi-Vis Work Shirts Provided for Each Employee	\$9.801 per Employee
11 New Comfort ANSI Class 3 Hi-Vis Work Shirts Provided for Each Employee	per Week
5 Changes of Comfort Flex Hi-Vis Work Pants Provided for Each Employee	\$6.534 per Employee
11 New Comfort Flex Hi-Vis Work Pants Provided for Each Employee	per Week
1 Change of Hip Length Hi-Vis Jacket Provided for Each Employee	\$2.196 per Employee
2 New Hip Length Hi-Vis Jackets Provided for Each Employee	per Week
1 Change of Hip Length ANSI Class 2 Hi-Vis Jacket w/liner Provided for Each Employee	\$3.614 per Employee
2 New Hip Length ANSI Class 2 Hi-Vis Jackets Provided for Each Employee	per Week

FRC Carhartt Line

5 Changes of Carhartt FRC HRC 2 Shirts Provided for Each Employee	\$4.455 per Employee
11 New Carhartt FRC Shirts Provided for Each Employee	per Week
5 Changes of Carhartt FRC HRC 2 Pants Provided for Each Employee	\$4.455 per Employee
11 New Carhartt FRC Pants Provided for Each Employee	per Week
5 Changes of Carhartt FRC HRC 2 Jeans Provided for Each Employee	\$7.821 per Employee
11 New Carhartt FRC Jeans Provided for Each Employee	per Week
1 Change of Carhartt FRC Zipper Leg Coveralls for Each Employee	\$2.646 per Employee
3 New Carhartt FRC Coveralls Provided for Each Employee	per Week

OTHER

Uniform Advantage Program (Covers all damaged garments)	+\$0.06 per Garment in Inventory
FRC Uniform Advantage Program (Covers all damaged garments)	+\$0.12 per Garment in Inventory
Uniform Lockers	\$3.57 Each per Week
Dirty Garment Soil Bins	\$1.80 Each per Week
Service Charge	\$0 per Week/Location

Premium Facility Services Program**Price**

MicroFiber Towels	\$0.165 Each/Wk
24" Dust Mops, Frame and Handle	\$0.815 Each/Wk
36" Dust Mops, Frame and Handle	\$0.968 Each/Wk
48" Dust Mops, Frame and Handle	\$1.274 Each/Wk
60" Dust Mops, Frame and Handle	\$1.478 Each/Wk
Wet Mops and Handles	\$1.406 Each/Wk
3x5 Floor Mats	\$2.038 Each/Wk
4x6 Floor Mats	\$2.517 Each/Wk
3x10 Floor Mats	\$2.996 Each/Wk
4x6 Logo Mats	\$8.95 Each/Week

Signature Series

Light Duty Foaming Hand Soap	\$2.20 Each/Wk
Waterless Hand Sanitizer	\$3.20 Each/Wk
Take A Seat – Toilet Seat Sanitizer	\$3.05Each/Wk
Auto Drip Service	\$2.50 Each/Wk
Air Freshener Service	\$4.00 Each/Wk
Z-Fold Towels (16 Packs in Case – 175 Sheets per Pack)	\$28.80 per Case
Auto Hard wound Paper (800 ft per Roll)	\$8.91 per Roll
Jumbo Toilet Paper Rolls (1000 ft per Roll)	\$4.586 per Roll
Toilet Paper (12 Rolls in Case – 750 Sheets per Roll)	\$16.20 per Case
Trash Can (Stainless Steel +\$1.00)	\$1.00 Each/Wk
Trash Can Liners (180 Liners Per Case)	\$15.30 per Case
Signature Series Sanitizer Stand	\$2.025 Each/Wk
Soap and Paper Dispensers (Automatic+\$0.50 Stainless Steel+\$1.00)	NO CHARGE

Cleaning Chemical Services

Chemical Dispenser Unit	\$2.751 Weekly/Dispenser
Neutral Floor Cleaner (Mop Buckets)	\$0.734 per Unit
Unit – Makes 4 Ready to Use Gallons	
Heavy Duty Restroom Cleaner/Disinfectant (Mop Buckets)	\$1.422 per Unit
Unit – Makes 4 Ready to Use Gallons	
Glass/Multipurpose Cleaner	\$1.834 per Unit
Unit – Makes 5 - 32oz Spray Bottles	
Heavy Duty Restroom Cleaner/Disinfectant	\$2.797 per Unit
Unit – Makes 8 – 32oz Trigger Sprayers	
Odor Counteractant	\$5.503 per Unit
Unit – Makes 8 – 32 oz Trigger Sprayers	
Chemical Dispensers Filled with Chemicals (One Time Charge)	\$50.95 per Unit

Deep Clean Services

Sanis Ultra Clean Base Charge	\$30.57 per Week
Ultra Clean Square Foot Charge	\$0.183 Square Foot

Other Provisions

- Special Cut Size Premium (3XL+ and 48 Waist+) only \$0.153 per garment
- No Charge on Emblems and Make-Up on Initial Installation
- One Annual Price Increase at CPI – Controlled Nationally by U.S. Communities

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:
\$1,000,000/\$2,000,000 aggregate per occurrence 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".

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.



Date: October 23, 2017

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

Subject: Downtown Public Engagement Update and Provisions for Consulting Services for Downtown Public Engagement Phase Two.

RECOMMENDED ACTION

Staff recommends the City Council:

1. accept the update on Downtown Public Engagement; and
2. adopt a resolution authorizing execution of the first amendment to an agreement with PlaceWorks, for an additional amount not to exceed \$283,500, to provide support, tools, staff, and facilitation services for implementing Phase Two of the Downtown Public Engagement Plan.

SUMMARY

At the City Council's Goals and Priorities Workshop on February 15, 2017, the Council identified the downtown as a priority with a preferred public outreach approach to include the appointment of a steering committee, made up of community stakeholders. On February 27, Council directed establishment of a Downtown Steering Committee (Steering Committee) and formed an ad-hoc Finance Committee (Finance Committee). In establishing the Steering Committee, the City Council's direction was to develop a public outreach program for issues related to the development of the City's downtown sites. The Council's direction for the Finance Committee was to evaluate funding options for the Downtown Specific Plan area and evaluate how those options would affect the City's finances.

On August 7, 2017, the City Council accepted the Steering Committee's Public Engagement Plan (Attachment 1) and directed staff to commence with outreach according to the contents and schedule in the Engagement Plan. The Council also directed staff to provide updates, including participation metrics, during community engagement.

Community participation continues to be strong across the various events and through the on-line engagement tools. Staff anticipates concluding the public engagement process during the first week of November, and presenting the final report to the City Council in late November.

Staff recommends the Council authorize the City Manager to sign an amendment to the Professional Services Agreement with PlaceWorks to cover the costs associated with community engagement and outreach as programmed in the Engagement Plan.

DISCUSSION

The Public Engagement Plan includes two main components:

1. Public outreach intended to “get the word out” about the process, and
2. Multiple channels for participation to allow as many members of the public as possible to learn about the downtown and provide input on downtown development alternatives.

PlaceWorks and City staff have been conducting community engagement consistent with the approved Public Engagement Plan. Deployment of the project website, (YourLivermore.org), an increased social media campaign (including Facebook, Twitter, Instagram, nextdoor.com, and Patch.com), library displays, downtown kiosk displays, paid-print advertising, and radio ads are being used to advertise the process to residents and business owners.

The Engagement Plan includes five separate public input “channels” that are providing community members multiple opportunities to participate in the process. The five channels include Downtown Tours, Neighborhood District Meetings, Pop-Up Events, Online Engagement, and Community Workshops. According to the Council’s Principles for Engaging the Public, community members may attend multiple outreach and engagement events. However, feedback from one attendee at one outreach/engagement event shall have the same weight as one attendee who participates in multiple outreach and engagement events.

The City has held two Community Workshops, four Neighborhood Meetings, one Downtown Walking Tour, and three Pop-Ups at various events. On-line engagement has been available since September 22nd and continues to offer opportunities for the community to provide feedback utilizing a variety of tools, including building your own development concept.

Over 450 people have participated in the Neighborhood Meetings and Community Workshops to date. Staff will provide a verbal update on participation across all outreach types at the City Council meeting on October 23, as additional events will have occurred between the publication of this report and the Council meeting. The City has been tracking the number of people that participate in the outreach process and collecting voluntary, self-reported demographic data to measure whether the outreach approach is successfully securing input from all segments of the population.

Tables 1, 2, and 3 below show demographic data at the time of the printing of this report for the Neighborhood Meetings/Community Workshops, on-line engagement, and a comparison across these two channels, respectively. Not all participants provided demographic information.

Table 1 Workshops and Neighborhood Meetings

Age Group	Number or Responses	Percent of Total
15-24	5	1.42%
25-34	15	4.25%
35-44	20	5.67%
45-54	50	14.16%
55-64	108	30.59%
65-74	93	26.35%
75+	62	17.56%
TOTAL	353	100.00%

Table 2 On-Line Engagement

Age Group	Number of Responses	Percent of Total
18-44	32	31%
45-64	45	44%
65 and Older	26	25%
Total	103	100%

Table 3 Comparison of On-Line Engagement and Workshops

Age Group	Online Engagement	Workshops and Neighborhood Meetings
18-44	31%	11%
45-64	44%	45%
65 and Older	25%	44%
Total	100%	100%

Below is list of past and upcoming engagement events, including those to reach traditionally underrepresented groups, including disadvantaged/low-income communities for whom language and cultural differences may preclude or discourage participation.

Public Engagement Events

13-Sep	Community Workshop #1 at Shrine Center
18-Sep	Neighborhood Meeting #1 at Livermore HS
21-Sep	Farmers' Mkt Intercept at Carnegie Park
28-Sep	Neighborhood Meeting #2 at Leo Croce Elementary
2-Oct	Neighborhood Meeting #3 at Granada HS
4-Oct	Neighborhood Meeting #4 at Rancho Las Positas Elementary
5-Oct	Pop Up at Farmers' Market Carnegie Park 4 - 8pm
10-Oct	Community Workshop #2 at Robert Livermore Community Center 7-9:30pm
11-Oct	Pop Up at St. Michaels Spanish Mass 7:45-9pm (Español)
12-Oct	Walking Tour 6-7:30pm
13-Oct	Pop Up at Rincon Library - 10:30-Noon (Español)
14-Oct	Pop-Up at Livermore Art Walk 11am-5pm
15-Oct	Pop-Up at Farmers' Market Carnegie Park 10am - 2pm
19-Oct	Neighborhood Meeting #5 at Arroyo Seco Elementary
21-Oct	Saturday Walking Tour 9-10:30am
23-Oct	City Council Meeting
28-Oct	Pop Up at Civic Center Library - Halloween Family Fun 2-4pm (Español)
29-Oct	Pop Up at Rotary Spirit Run 9-Noon Pop Up Dia de los Muertos Celebration at Rincon Library 4-6pm
1-Nov	(Español)
4-Nov	Pop Up at "Pete the Cat" Party Civic Center Library 2-4pm
27-Nov	City Council Meeting - Final Report

In addition, staff has provided short presentations to a number of local organizations to generate interest and encourage additional participation, including the Chamber of Commerce, morning and noon Rotary, the Lawrence Livermore National Laboratory, the Winegrowers Association, and Livermore Downtown, Inc. After completing Phase Two of the Public Engagement Plan, PlaceWorks and staff will summarize all input received in a single report. Staff anticipates presenting the outreach and engagement report to the City Council on November 27, 2017.

FISCAL AND ADMINISTRATIVE IMPACTS

On April 24, 2017, the City Council adopted Resolution 2017-055 authorizing the City Manager to sign, on behalf of the City, a Professional Services Agreement (Agreement) with PlaceWorks, not-to-exceed \$270,000 (Attachment 2). The Agreement includes \$114,519 for facilitation of the Steering Committee (Phase One), \$100,481 for subsequent public outreach (Phase Two), and a contingency of \$55,000 for additional studies or analysis.

Changes to the original scope of Phase One include the following additional tasks and products:

- Facilitating and attending additional Steering Committee Meetings and City Council meetings,
- Subcontracting experts in the fields of architecture, urban design, housing types, and conference facilities for presentations to the Steering Committee,
- Producing and refining the development concepts,
- Creating visual simulations, and
- Generating the workbook and Priorities Ranking Worksheet.

The existing Agreement amount, including the contingency, includes sufficient funds for covering the Phase One work, changes listed above, and commencing the Phase Two outreach through August. However, the Agreement does not include sufficient funds for the additional products, workshops, events and meetings proposed in the Downtown Public Engagement Plan. Staff recommends the Council authorize the City Manager to sign an amendment to the Agreement (Attachment 3) for an additional \$283,500, including a \$20,000 contingency to cover the costs associated with public engagement and outreach as programmed in the Public Engagement Plan. If the City Council authorizes the Amendment, then total compensation payable by the City to Consultant (and subcontracting consultant team members) will be a total amount not to exceed \$553,500.

Utilization of existing staff time and consultant contracts is supporting the outreach effort. The consultant will continue to bill the City on a time and materials basis for services rendered under the Agreement. The City's current budget contains sufficient funding in consulting services to accommodate the proposed budget and contingency.

ATTACHMENTS

1. Downtown Public Engagement Plan
2. Approved Agreement with PlaceWorks

Prepared by:

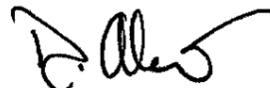
Steve Stewart
Planning Manager

Approved by:



Marc Roberts
City Manager

Fiscal Review by:



Douglas Alessio
Administrative Services Director

MEMORANDUM

DATE August 7, 2017
TO Livermore City Council and Downtown Steering Committee
FROM David Early and Carey Stone
SUBJECT Draft Downtown Public Engagement Plan

This Public Engagement Plan describes tools and strategies to solicit input from Livermore residents and business leaders on what types of downtown improvements should occur on City-owned land in downtown Livermore.

The Public Engagement Plan includes two main components:

- **Public Outreach** intended to “get the word out” about the process, and
- **Multiple Channels for Participation** to allow as many members of the public as possible to learn about the downtown and provide input on downtown development alternatives.

These two components are described in sections 5 and 7 of this memo. The remaining sections of the Public Engagement Plan describe the objectives and goals of the outreach process, target audience for the Public Engagement Plan, methods to engage underserved communities and youth, the public input process, and the final synthesis of the results of the public engagement when it is complete.

1. Objectives and Goals

The desired outcome for the downtown public engagement process is to get feedback on what improvements should occur on the downtown catalyst sites from a wide range of Livermore residents and business owners, reflecting the range of opinions within the community as well as the city’s demographics. The Public Engagement Plan’s primary goals are:

- Utilize a range of outreach tools that makes it easy for community members to provide input.
- Solicit input from a greater range of community members than in previous efforts.
- Involve underrepresented and marginalized communities in the process.
- Provide frequent updates on input received and the project schedule.
- Devise a process that focuses on reaching a decision as early as possible about a downtown hotel.

The outreach tools identified in section 7 present a series of strategies to achieve these goals.

2. Target Audience

The target audience for the Public Engagement Plan includes everyone who lives or works in Livermore, with a particular goal of engaging the broad community who might not otherwise participate in civic engagement processes. This Public Engagement Plan presents a variety of outreach and input strategies, with the understanding that multiple avenues for both outreach and input will provide greater exposure and participation.

3. Engaging Underserved Communities

A major goal of this Public Engagement Plan is to ensure that all segments of the community have the opportunity to participate in the outreach process. It will be important to target outreach opportunities at traditionally underrepresented groups, including disadvantaged/low-income communities for whom language and cultural differences may preclude or discourage involvement. In addition, focusing outreach opportunities on Livermore's youth will be important to understand the future and current needs of the next generation of Livermore residents.

To engage underserved communities, the City will implement a variety of strategies that can be applied to all forms of both "getting the word out" and "public input channels" that are described below:

- **Special Outreach.** It will be important to perform in-person outreach at local venues where underserved communities congregate, including churches, ethnic markets, and other community gathering places. Specifically, City staff will post flyers and solicit opinions at Contreras Market and Consuelito Market Carniceria as well as before or after the Spanish-language Sunday mass at St. Michael Catholic Church.
- **Ethnic Media.** The City will place an ad and news article about the project in ethnic newspapers such as El Observador, a bilingual weekly newspaper that serves the nine Bay Area counties. The ad and news article will alert readers about the project and direct them to the project website for more information. In addition, the City will place an ad with a Spanish radio station such as KBRG or KKSF.
- **Translation and Interpretation.** All or most materials will be translated into Spanish and Spanish interpretation will be available at all meetings where Spanish speakers may attend¹.
- **Childcare.** Members of underserved communities often have young children, and lack resources to find care for these children if they want to engage in a civic process. Therefore,

¹ At the April 27 Steering Committee meeting, a Steering Committee member suggested that there might also be a need for translation and interpretation into languages from the Indian subcontinent. To determine the extent of this need, PlaceWorks called the Livermore Shiva-Vishnu Temple to ask about the congregation's language preferences. We learned that there are too many languages spoken by congregants to allow for translation into a single Indian language. Moreover, we were told that the vast majority of congregants also speak English, so translation into Indian languages is probably not necessary.

events will take place at child-friendly venues with fun side activities that kids can undertake so parents can give feedback without distraction. In addition, childcare may be available at select meetings or events as a means to serve underserved communities.

- **Food.** Offering substantial food can be a draw to bring people to a meeting or event, particularly if they are coming straight from work or just need an impetus to attend. Some of the most successful meetings involving underserved communities began with serving a full (but simple) meal. Therefore, all neighborhood meetings and public workshops will provide food.
- **Raffles.** Giving away goods and services through a raffle can be an effective way to entice community members to attend a planning event, and can also provide advertising for merchants who donate prizes.

4. Engaging Youth

It will be important to emphasize not only engaging underserved communities, but also engaging Livermore's youth. The Public Engagement Plan includes several means to emphasize involvement, which include:

- **Social Media.** Since youth are particularly high users of social media, the social media strategy will be highly graphic and avoid planning jargon.
- **Pop-Up Events.** Events such as Back to School Night or school sports events will be particularly important as venues at which youth will be engaged at pop-up events, which are described in more detail in Section 7, below. This Public Engagement Plan will be updated with specific dates for pop-up events once the schools release their 2017-18 school calendars.
- **Class Credit for Participation.** The City will encourage teachers to give class credit to youth who participate in a downtown planning event.
- **Livermore Area Youth Advisory Commission.** The City will coordinate with the Livermore Area Youth Advisory Commission to solicit ideas and comments about how to engage youth and hear what issues are important to Livermore's younger demographic.

5. Getting the Word Out

To ensure the community is aware of the downtown planning process and to spread the word about project updates, the City will utilize:

- **Project Website.** The recently created project website (yourlivermore.org) will be maintained and expanded to provide background information, updates, and information about how to become involved.
- **Social Media.** The City has already reserved Facebook and Twitter accounts for the project, and Instagram, nextdoor.com, and Patch.com will also be added. Staff and consultants will make regular posts on these accounts to update the public about the project. Visibility will be "boosted" through paid advertising on these sites.

- **On-Site Display Boards.** Display boards will be erected on the project sites on both sides of Livermore Avenue to provide background information and a link to yourlivermore.org.
- **Library Display.** A display board will also be installed at the Livermore Public Library.
- **Downtown Kiosk.** A display board will also be installed in the Downtown kiosk.
- **Posters and Flyers.** Posters and flyers will be printed, posted in shop windows and distributed at stores and restaurants.
- **Earned Media.** Press releases and interviews could lead to publication of unpaid news stories in *The Independent* and *East Bay Times*.
- **Paid Print Advertising.** The City will place paid advertisements in *The Independent* and *East Bay Times*.

6. Public Input Process

The main focus of this Public Engagement Plan is to gather public input regarding potential downtown development, with an emphasis on review and evaluation of the alternatives being developed by the Steering Committee.

In order to properly review and evaluate the alternatives, participants in the process will complete three steps:

- **Education.** Participants will learn about development issues in the downtown, based on a summary of key points of information that have been presented at Steering Committee meetings #3, #4, and #5. When possible, this information will be presented as a slideshow similar to the presentation David Early gave to the City Council on June 12 and to the Steering Committee on June 15. When a slideshow is not the appropriate avenue to distribute the background information, the same information will be summarized on poster boards and/or handouts. In addition, the project website includes multi-media presentations of the available background information. The website will be updated as new data becomes available.
- **Alternatives Review and Evaluation.** Participants will learn about the alternatives developed by the Steering Committee and the advantages and disadvantages of each.
- **Comment, Selection and Refinement.** Participants will have a chance to comment on the alternatives, select their preferred alternative from those presented, and/or refine one or more alternatives to show their preferences.

This three-step process will be the same for all participants in the process, regardless of the “channel” they use. The public input “channels” are described below.

The City will track the number of people that participate in the outreach process and collect voluntary, self-reported demographic data to measure whether the outreach approach is successfully securing input from all segments of the population.

7. Public Input “Channels”

This section describes five separate public input “channels” that will be implemented as part of the public engagement process. Providing multiple channels is intended to give members of the public multiple opportunities to participate, thereby increasing the number of people involved in the process.

Downtown Tours

Downtown tours will allow participants to see first-hand the issues and opportunities of the downtown sites. Participants will have the option of joining an organized group, or taking a tour on their own using a handheld device. As part of the tour, participants will learn the background information about the plan, see the alternatives, comment on them, select among them, and refine them as desired. The downtown tour will be offered twice: once during a weeknight and once during a weekend day.

Timing: August - September 2017

Neighborhood District Meetings

At Steering Committee Meeting #2, a Steering Committee member suggested hosting neighborhood meetings to share information and hear ideas. Although nextdoor.com identifies 56 neighborhoods in Livermore, PlaceWorks recommends merging these identified neighborhoods into districts and holding five district meetings in various parts of the city (see Attachment 1 for a map of the neighborhood districts). Each district meeting will follow a similar agenda, with a chance for participants to learn the background information about the downtown. These meetings will begin with an open house type setting where participants can become familiar with key background information. After a brief presentation that provides an overview of the project, neighbors will break into small groups to review the alternatives, comment on them, select among them, and refine them as desired. Following the small group discussions, everyone will reconvene to the large group to hear the thoughts and ideas of their neighbors. Participants at the neighborhood meetings will be asked to identify where they live or work, but the meetings will not be restricted to those residents/employees who live and work within the district.

To advertise these meetings, the City will utilize a concerted outreach approach that may include some combination of: direct mailings, paid advertising on nextdoor.com and Facebook, utility bill inserts, and/or targeted mailings to HOAs and neighborhood groups.

Timing: September through October 2017

Pop-up Events

Steering Committee members emphasized the need to go out to the community to solicit input. The Public Engagement Plan includes a total of 10 “pop-up” events at various community activities. Each pop-up event will be structured to allow people to stop by while attending the main event. While visiting the pop-up station, participants will be able to learn background information about the downtown, see the alternatives, comment on them, select among them, and refine them as desired.

They will also obtain a link to the on-line engagement website described below if they prefer to participate on line.

Pop up events may occur at:

- Sunday Downtown Farmers' Market
- Thursday Downtown Farmers' Market (Before it ends for the season on October 5)
- Taste of Downtown
- Witches Night Out
- Places of worship, including St. Michael Church and the Livermore Shiva-Vishnu Temple
- Livermore library.
- Lions' Club, Rotary Club and other service organizations.
- P.T.A. meetings
- Livermore Chamber of Commerce and Hispanic Chamber of Commerce meeting
- Athletic events such as soccer games
- Back to School nights
- Las Positas College

Timing: August through October 2017

On-Line Engagement

In addition to live, person-to-person interactions at tours, meetings, public workshops and pop-up events, the City will augment the project website (yourlivermore.org) to allow the public to engage in the downtown planning process via the internet. The project website will be augmented to include online engagement tools to allow participants to learn background information about the downtown, see the alternatives, comment on them, select among them, and refine them as desired. PlaceWorks will use its on-line civic engagement platform to add a module on the website that allows viewers to view the alternatives, comment on them, modify them, or build their own solutions for downtown development.

Timing: August through end of project.

Community Workshops

Community workshops provide an opportunity for face-to-face interaction among community members who hold a range of opinions and expertise. The Steering Committee requests that the City hold two community-wide workshops, which would present the same information at both workshops. The workshop will include an explanation of key background information, introduction of the alternatives, and provide an opportunity for comment, selection and refinement of the alternatives.

Given that the City will be holding a series of neighborhood district meetings, it might seem redundant to hold a community workshop. However, the citywide workshop provides an opportunity for those who could not attend their neighborhood district meeting and/or for those who prefer a citywide setting. The City will advertise this workshop using some combination of the outreach tools identified for the neighborhood district meetings.

Timing: September through October 2017

8. Final Synthesis

After all selected public input channels have been implemented and input has been garnered, PlaceWorks recommends that staff and consultants summarize all input received in a single report. If appropriate, the consultant team will also create a draft preferred alternative that synthesizes public comments received.

The Steering Committee requests that this report be presented to the Steering Committee for review and recommendation, and then forwarded to the City Council for final action.

Timing: Steering Committee Meeting in November 2017 and City Council meeting late November/early December 2017

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of May, 2017, by and between the City of Livermore ("City"), a municipal corporation, and PlaceWorks ("Consultant"), a California corporation.

RECITALS

City requires professional services to facilitate the Downtown Steering Committee and public outreach project.

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

AGREEMENT

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

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

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

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

Provide facilitation and support of the Downtown Steering Committee and implementation of an outreach program.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services shall be in an amount up to \$215,000, with a \$55,000 contingency for a total amount **NOT EXCEED** the sum of \$270,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A". Any additional services not identified in Exhibit A are to be covered by the contingency and shall be in writing, approved by both Consultant and City. The City Manager, or his designee, shall have the authority to approve such additional services and expenditure of funds in an amount that does not cumulatively exceed the \$55,000 contingency. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant'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 Consultant, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on April 12, 2017, and terminates upon the completion of the Services or December 31, 2017, whichever occurs first.

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

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

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

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

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

11. 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 Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement.

(3) "Non-Design Professional," means any person or entity upon which Consultant relies to meet the obligations of, or perform work pursuant to, this Agreement who or which is not a Design Professional.

(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 Consultant'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. Consultant 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, Consultant 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, Consultant 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.

and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

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

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

TO CITY: Attention: Steve Stewart
 City of Livermore
 1052 S Livermore Avenue
 Livermore, California 94550

TO CONSULTANT: Attention: David Early
 PlaceWorks
 1625 Shattuck Avenue, Suite 300
 Berkeley, CA 94709

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

12. **Insurance.** Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.
13. **Acceptance of Final Payment.** Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.
14. **Acceptance of Work.** City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.
15. **Conflict of Interest.** Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.
16. **Economic Disclosure.** Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.
17. **Non-Exclusive Agreement.** This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.
18. **No Assignment.** Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.
19. **Remedies.** All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.
20. **Construction of Language.** The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review

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

CONSULTANT:

Dated:




By: Steve Noack
Title: Principal

4/13/2017

CITY OF LIVERMORE:


Dated:



Marc Roberts
City Manager

5/11/2017

APPROVED AS TO FORM:



Assistant/City Attorney

Attachments:

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

EXHIBIT A: SCOPE OF WORK AND COSTS

This exhibit describes the scope of services, schedule, products, and meetings for the Downtown Steering Committee Facilitation and Public Outreach to be conducted by PlaceWorks for the City of Livermore

SCOPE OF SERVICES

The scope is divided into two phases:

- Phase I provides for facilitation and support of the Steering Committee, and closely follows (and expands upon) the proposed scope of work in the RFP. David Early of PlaceWorks will facilitate the Steering Committee, with support from PlaceWorks staff as needed.
- Phase II includes a “placeholder” work program and fees to cover one possible combination of outreach activities that might be implemented under the outreach strategy. It includes the items requested on page 6 of the RFP. This scope will be refined after completion of Phase I.

We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed scope for Phase II based upon the outcome of Phase I. We also recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project.

A summary of the work program is presented in Table 1.

I. STEERING COMMITTEE FACILITATION

In Phase I of the project, PlaceWorks will provide the facilitation and support necessary to assist the Steering Committee in completing its work.

Task 1. Project Initiation

1.1 Project Initiation

David Early and PlaceWorks staff will meet with City staff to discuss project objectives, details, scope, timeline, deliverables, protocol for communication, and overall expectations. PlaceWorks will prepare meeting notes to summarize this meeting, particularly action items.

1.2 On-Going Meetings with City Staff

David Early and PlaceWorks staff will conduct regular meetings by conference call and in person when necessary, to ensure continual communication on upcoming tasks, and to make sure the project remains on time and within budget. Specific junctures for meetings are noted below.

TABLE 1 WORK PROGRAM SUMMARY	
I. STEERING COMMITTEE FACILITATION	
Task 1: Project Initiation	
1.1 Project Initiation	1.3 Preliminary Work Program
1.2 Ongoing Meetings with City Staff	
Task 2: Steering Committee Facilitation	
2.1 Meeting Preparation	2.3 Action Minutes
2.2 Steering Committee Meeting Attendance & Facilitation	
Task 3: Research & Analysis	
3.1 Existing Policies	3.4 Market Conditions
3.2 Existing Conditions	3.5 Comparative Case Studies
3.3 Traffic & Circulation	3.6 Additional Research
Task 4: Final Report	
4.1 Administrative Draft Downtown Public Outreach Program	4.3 City Council Meeting
4.2 Public Review Draft Downtown Public Outreach Program	4.4 Final Downtown Public Outreach Program
II. SUBSEQUENT OUTREACH	
Task 5: Outreach Program Implementation	
5.1 Public Workshops	5.4 Web-Based Survey
5.2 Community Events	5.5 Community Outreach Report
5.3 Project Website	5.6 City Council Presentation

1.3 Steering Committee Work Program

PlaceWorks will work with City staff to develop an initial work program for the Downtown Steering Committee. The Work Program will include a preliminary schedule of topics for each Committee meeting, as well as overview information on the structure of the meetings, rules and procedures, and proposed decision-making processes.

Task 2 Steering Committee Facilitation

This task describes PlaceWorks' efforts to facilitate the five planned steering committee meetings. Attendance at a City Council meeting, which is called out for this task in the RFP, is included instead in Task 4.

2.1 Meeting Preparation

In consultation with City staff, PlaceWorks will complete the following prior to each meeting:

- Conduct a pre-meeting conference call with City staff to prepare for the meeting
- Prepare the public notice for the meeting, for distribution and posting by City staff
- Prepare a meeting agenda and other documents pertinent to agenda items

2.2 Steering Committee Meeting Attendance and Facilitation

PlaceWorks staff will attend five meetings of the Steering Committee. David Early will facilitate the meetings. PlaceWorks will also provide technical support to the Committee as needed.

2.3 Action Minutes

PlaceWorks will prepare action minutes of each meeting and distribute them to the Committee at the following meeting.

Task 3 Research and Analysis

Using our in-depth knowledge of planning issues in Downtown Livermore, the region and the state, PlaceWorks will provide necessary research and analysis to support the Steering Committee's work, as described in the RFP and below. For budgeting purposes, we assume that each of the pieces described below will be prepared as a "white paper" of about 10 to 15 pages, based solely on available published information and "on the ground" inspection.

The exact scope of research and analysis desired for each of these topics is not called out in the RFP. Therefore, we have developed scopes of work for each issue that match our understanding of the need. If more or less research and analysis are needed, we will be happy to adjust our scope and budget accordingly.

3.1 Existing Policies

PlaceWorks will prepare an overview of existing City, regional, and State policies that affect planning and development in Downtown Livermore.

3.2 Existing Conditions

PlaceWorks will gather data on the City's population, employment, age, income, and demographic trends, and describe how these data points affect Downtown planning. We will also provide an overview of Downtown's geographic orientation, mix of uses and businesses, history, and operation

3.3 Traffic and Circulation

PlaceWorks will compare Downtown parking and traffic standards with those recommended by planning professionals and those found in similar downtowns. We will also describe known trip generation, congestion, and parking demand in Downtown Livermore.

3.4 Market Conditions

PlaceWorks will provide a brief overview of local and regional real estate market conditions, especially with respect to hotel and general commercial development. This overview will be based largely on existing available reports.

3.5 Comparative Case Studies

PlaceWorks will prepare up to five case studies illustrating effective public outreach programs conducted in other cities for Downtown plans or similar projects, with a focus on communities of similar size to Livermore.

3.6 Additional Research

PlaceWorks will also be prepared to conduct additional research and analysis that might arise from the Steering Committee meetings. Since the scope of such research is not yet known, it would be considered to be an additional task requiring a contract amendment and budget augmentation.

Task 4 Final Report

4.1 Administrative Draft Downtown Public Outreach Program

PlaceWorks will prepare an Administrative Draft Downtown Public Outreach Program that includes an outreach plan supported by the Committee and a record of all input obtained through the Downtown Steering Committee process. We will submit this administrative draft to City staff for initial review.

4.2 Public Review Draft Downtown Public Outreach Program

Based on staff comments on the Administrative Draft Program, PlaceWorks will revise that document to create a Public Review Draft Outreach Program.

4.3 City Council Meeting

PlaceWorks staff will attend a Livermore City Council meeting to present the Public Review Draft Downtown Public Outreach Program and answer questions about it.

4.4 Final Downtown Public Outreach Program

PlaceWorks will incorporate direction from the City Council to create the Final Downtown Public Outreach Program. Once the Final Program is approved and finalized, PlaceWorks will provide:

- 10 hard copies of the Final Program
- Electronic file of the documents in Word and PDF format

II. SUBSEQUENT OUTREACH

In Phase II of the project, PlaceWorks will implement the Final Public Outreach Program developed and adopted in Phase I. For planning and budgeting purposes, and as requested in the RFP, this Phase of the work program includes the items listed below. We anticipate that the scope for this phase may change during Task 4, and we will work with the City to modify the scope and budget accordingly.

Task 5. Outreach Program Implementation

5.1 Public Workshops

PlaceWorks would lead two hands-on workshops to allow members of the public to give opinions about appropriate regulatory and development options for the Downtown Core Area. These workshops might involve drawing on maps, building with models, and/or computerized simulations showing impacts and benefits of various development scenarios.

5.2 Community Events

PlaceWorks would develop a booth or display regarding the Downtown Plan for use at community events, possibly mimicking the workshops held in Task 5.1 and also likely allowing for participation in the survey to be conducted in Task 5.4. PlaceWorks would then attend up to three community events to which members of the public would be invited to participate in activities in the booth, and give their opinion on Downtown development issues.

5.3 Project Website

PlaceWorks would design and administer a website for Downtown development and the Specific Plan. The website will include general information about the project, a description of the process, meeting dates, and project updates as major milestones are achieved.

5.4 Web-Based Survey

PlaceWorks would use its proprietary civic engagement platform, coupled with standard web-based survey tools such as Survey Monkey, to develop a web-based survey to allow members of the Livermore community to give input regarding Downtown development and the Specific Plan. In order to reach a broad base of participants and encourage busy stakeholders to participate in the planning process, we would create a customized online comment and discussion forum to supplement traditional community workshops and public meetings. Throughout the course of the project, we would post discussion questions on the forum related to key topics. This important online engagement tool would be fully integrated into the project website and would provide the Livermore decision-makers with a broader range of perspectives and community input throughout the planning process. If desired, PlaceWorks would also provide multi-lingual support, geolocation and political district determination, demographic analysis, customized reporting, and staff-moderated forums.

5.5 Community Outreach Report

PlaceWorks would prepare a report that summarizes the results of Tasks 5.1 through 5.4, as well as any other outreach tasks that may occur under the Outreach Program. The report would include a record of all input obtained through the outreach process. As in Task 4, this report would be presented first as an administrative draft, then in a draft form to the City Council, and then in a final form after presentation to and comment by the City Council.

5.6 City Council Presentation

PlaceWorks staff would attend a Livermore City Council meeting to present the Draft Report and answer questions about it.

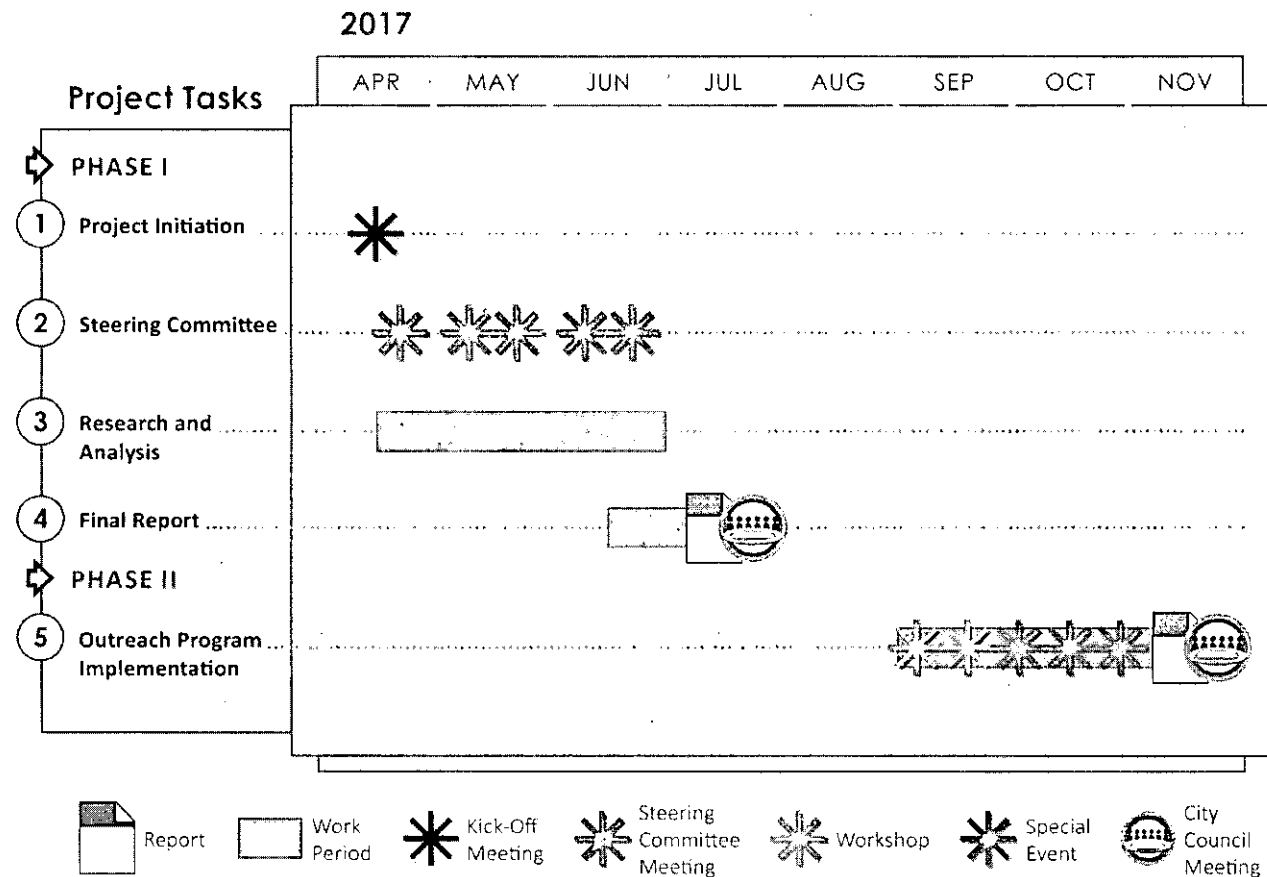
SCHEDULE, PRODUCTS, AND MEETINGS

PlaceWorks' schedule for completion of Downtown Facilitation and Outreach plan is shown in Figure 1. As shown in the schedule, we anticipate that Phase I of the project can be completed by July 2017. We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing similar projects, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with City staff and document important decisions about the project in writing, which ensures that decisions are understood by all team members.

FIGURE 1 SCHEDULE



COSTS

As shown in Table 2, the estimated cost to complete Phase I of the scope of work described in this proposal is \$114,519.

ASSUMPTIONS

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings shown above. Additional meetings would be billed on a time-and-materials basis.
- All products will be submitted to the City of Livermore in electronic (PDF) format, except for printed copies that are specifically identified in Table 2.
- City of Livermore staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

OPTIONAL TASK

As shown in Table 2, the estimated cost to complete Phase II of the scope of work described in this proposal is \$100,481.

TABLE 2. COST ESTIMATE

Hourly Rate:	PLACEWORKS						PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	Total Task Budget
	Early	Knox	Stone	Kam	GRAPHICS	WP/CLERICAL				
	Principal \$240	Principal \$215	Associate \$135	Associate \$135	\$90	\$120				
PHASE I. STEERING COMMITTEE FACILITATION										
TASK 1: Project Initiation										
1.1 Project Initiation	6	6	12				24	\$87	\$4,437	\$4,437
1.2 Ongoing Meetings with City Staff			<i>Included below</i>							
1.3 Steering Committee Work Program	6	4	18			4	32	\$104	\$5,314	\$5,314
Task 1. Subtotal	12	10	30	0	0	4	56	\$191	\$9,751	\$9,751
TASK 2: Steering Committee Facilitation (5 Meetings)										
2.1 Meeting Preparation	15	15	60	20	19	20	149	\$435	\$22,170	\$22,170
2.2 Steering Committee Meeting Attendance and Facilitation	30		34				64	\$236	\$12,026	\$12,026
2.3 Action Minutes	10		20			10	40	\$126	\$6,426	\$6,426
Task 2. Subtotal	55	15	114	20	19	30	253	\$797	\$40,622	\$40,622
TASK 3: Research and Analysis										
3.1 Existing Policies	4	4	32		8	4	52	\$147	\$7,487	\$7,487
3.2 Existing Conditions	4	4	32		8	4	52	\$147	\$7,487	\$7,487
3.3 Traffic and Circulation	4	4	32		8	4	52	\$147	\$7,487	\$7,487
3.4 Market Conditions	4	4	32		8	4	52	\$147	\$7,487	\$7,487
3.5 Comparative Case Studies	4	4	20	32	8	4	72	\$201	\$10,241	\$10,241
3.6 Additional Research			<i>Treated as an additional optional item</i>							
Task 3. Subtotal	20	20	148	32	40	20	280	\$788	\$40,188	\$40,188
TASK 4: Final Report										
4.1 Administrative Draft Downtown Public Outreach Program	4	4	40		12	6	66	\$180	\$9,200	\$9,200
4.2 Public Review Draft Downtown Public Outreach Program	4	4	12		4	4	28	\$86	\$4,366	\$4,366
4.3 City Council Meeting	12	4	12		4	4	28	\$97	\$4,957	\$4,957
4.4 Final Downtown Public Outreach Program	4	4	12		4	4	28	\$86	\$4,366	\$4,366
Task 4. Subtotal	24	12	76	0	24	14	150	\$449	\$22,889	\$22,889
Labor Hours Total	111	57	368	52	83	68	739			
Labor Dollars Total	\$26,640	\$12,255	\$49,680	\$7,020	\$7,470	\$8,160		\$2,225	\$113,450	\$113,450
EXPENSES										
PlaceWorks Reimbursable Expenses										\$1,069
EXPENSES TOTAL										\$1,069
PHASE I TOTAL										\$114,519
PHASE II: SUBSEQUENT OUTREACH										
TASK 5: Outreach Program Implementation										
5.1 Public Workshops (2)	20	30	60		30		140	\$441	\$22,491	\$22,491
5.2 Community Events (3)		60	90	20	45	4	219	\$646	\$32,926	\$32,926
5.3 Project Website				60	40		100	\$234	\$11,934	\$11,934
5.4 Web-Based Survey	4	8	40				52	\$162	\$8,242	\$8,242
5.5 Community Outreach Report	12	12	64		20	14	122	\$352	\$17,932	\$17,932
5.6 City Council Presentation	12		12		4		28	\$97	\$4,957	\$4,957
Task 5. Subtotal	48	110	266	80	139	18	661	\$1,931	\$98,481	\$98,481
Labor Hours Total	48	110	266	80	139	18	661			
Labor Dollars Total	\$11,520	\$23,650	\$35,910	\$10,800	\$12,510	\$2,160		\$1,931	\$98,481	\$98,481
EXPENSES										
PlaceWorks Reimbursable Expenses										\$2,000
EXPENSES TOTAL										\$2,000
PHASE II TOTAL										\$100,481

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:
\$1,000,000 per occurrence/**\$2,000,000** 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. Professional Liability/Errors and Omissions:
\$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.



LOG #CC0017-163

City Clerk's Office
1052 South Livermore Avenue
Livermore, CA 94550-4899
Phone: 925.960.4200 Fax: 925.960.4205

DOCUMENT TRANSMITTAL FORM

Date: May 11, 2017

To: David Early
PlaceWorks
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709

cc: K. Halverson

PLEASE READ THE FOLLOWING:

Original document enclosed for your records

Date of Document:	May 11, 2017
Type of Document:	Professional Services Agreement
Parties:	City of Livermore and PlaceWorks

By: Susan Neer, City Clerk
Allen McFarland
925.960.4200

TAB THROUGH DOCUMENT TO ENTER INFORMATION

17-163

STANDARD AGREEMENT TRANSMITTAL FORM

To: City Attorney's Office
From: Contact (Person Routing):
Kelley Halverson

Date: 4-14-17
Dept.: CDD/Planning
Phone #: 960-4478

Contractor/Consultant/Dev: PlaceWorks
Description of Project: Downtown Steering Committee Facilitation

Approval: Department Head/Division Manager Approval: _____

Records Retention :

Infrastructure (Examples: Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc.)

Non-infrastructure (Examples: Consulting, grants, disposal, franchises, housing, leases, legal services, loans, paving, painting, professional services, services, slurry seals, tree trimming, etc.)

Completion Date: 12-31-17

Council Approval:

Requires City Council approval. Meeting Date: 4-24-17

Does not require City Council approval, because the contract is under \$100,000 and (1) is not for the construction of a public work or (2) does not involve the acquisition or disposition of real property.

- Routing: 1. City Attorney/Risk Manager for insurance check and form approval.
2. City Clerk will Log and obtain signature of City Manager or Dept Head.
3. When agreements are fully executed, the City Clerk's Office will distribute as follows:

Send signed original to other party at:
David Early
PlaceWorks
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709

Send and/or route copy to: _____

Summary/Explanation of Request: Please complete Summary/Explanation for the City Manager or submit a separate memo.

Attachments: ORIGINAL SIGNATURES ARE REQUIRED.

- Two original Agreements/Contracts with original signatures. State, federal, county agreement - signatures not required.
- Two original Supplemental/Amendment/Extension Agreements with original signatures.
- Exhibits.
- Determination of Conflict of Interest Form.
- Certificates of Insurance. In PINS
- Current Business License on file. BL# _____
- Bonds (if required).

RECEIVED
APR 14 2017
CITY ATTORNEY

Routing (City Attorney's Office Use): [] BMA [] CFO GJA [] JAL [] KYO LOG NO 2017-127

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING SIGNING OF THE FIRST AMENDMENT TO AGREEMENT WITH PLACEWORKS, TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$283,500, FOR THE FACILITATION OF THE DOWNTOWN PUBLIC ENGAGEMENT

On February 15, 2017, at the City Council's Goals and Priorities Workshop, the City Council identified revitalization of the downtown as a current City Council priority--specifically, to strategically develop downtown catalyst sites while ensuring the right balance of local amenities to support the community's quality of life needs and expectations.

City Council directed staff to focus on parking and circulation, a downtown hotel, and the continued implementation of a series of smaller projects (Livermorium Plaza, Shea Plaza shade improvements, and lighting improvements) as the first steps in implementing additional improvements downtown. The City Council also identified their preferred public outreach approach to include the appointment of a steering committee, made up of community stakeholders.

Per City Council's direction, the Downtown Steering Committee's work is to focus on the development of the information, materials, outreach tools, and methodologies needed to engage the community on planning for the downtown catalyst sites, with particular focus on reaching a decision as early as possible on the hotel. Once an outreach program is reviewed and approved by the City Council, staff, and the downtown consultant team will conduct the outreach, collect community feedback, and provide a report back to the City Council for their discussion and direction.

On April 24, 2017, the City Council adopted Resolution No. 2017-055, authorizing the City Manager to sign, on behalf of the City, a Professional Services Agreement with PlaceWorks, in an amount not-to-exceed \$270,000 ("Agreement").

Changes to the original scope of Phase One in the Agreement include the following additional tasks and products:

- Facilitating and attending additional Steering Committee meetings and City Council meetings,
- Subcontracting experts in the fields of architecture, urban design, housing types, and conference facilities for presentations to the Steering Committee,
- Producing and refining the development concepts,
- Creating visual simulations, and
- Generating the workbook and Priorities Ranking Worksheet.

The existing Agreement amount includes sufficient funds for covering Phase One work, the changes listed above, and commencing the Phase Two outreach through August. However, the Agreement does not include sufficient funds for the additional products, workshops, events, and meetings proposed in Downtown Public Engagement Plan. Staff recommend the City Council authorize the City Manager to sign an amendment to the Agreement for an additional \$263,500, including a \$20,000 contingency for additional studies,

analysis, and costs associated with public engagement. Total compensation payable by the City to Consultant will be a total amount not-to-exceed \$553,500.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore authorizes the City Manager to sign, on behalf of the City of Livermore, the First Amendment to Professional Services Agreement with PlaceWorks (attached hereto as Exhibit A), for an additional amount of \$283,500, and increasing the not-to-exceed amount to a total of \$553,500, to conduct public outreach related to the use of the City's downtown catalyst sites.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2017, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:

Susan Neer
City Clerk



Jason Alcala
City Attorney

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this 5th day of OCTOBER, ~~2017~~ 2017, by and between the City of Livermore ("City"), a municipal corporation, and PlaceWorks ("Consultant"), a California corporation.

RECITALS

On May 11, 2017, City and Consultant entered into an agreement for Consultant to provide professional services to facilitate the Downtown Steering Committee and public outreach project for City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to revise the scope of work to include Phase II Public Outreach projects and to increase the total contract amount from \$270,000 to \$478,500 to account for the additional services. This is the First amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:
 - A. Section 3 of the Original Agreement is amended to read as follows: Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" to the Original Agreement and Exhibit "A-1" to the First Amendment (collectively "the Services"): Provide facilitation and support of the Downtown Steering Committee and implementation of an outreach program.
 - B. Section 5a of the Original Agreement is amended to read as follows: The total compensation payable by City to Consultant for Services shall be in an amount up to \$478,500, with a \$75,000 contingency for a total amount **NOT TO EXCEED** the sum of \$553,500 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit A of the Original Agreement and Exhibit A-1 of the First Amendment. Any additional services not identified in Exhibit A are to be covered by the contingency and shall be in writing, approved by both Consultant and City. The City Manager, or his designee, shall have the authority to approve such additional services and expenditure of funds in an amount that does not cumulatively exceed the \$75,000 contingency. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant'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 Consultant, its agents, and employees to provide the Services.

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

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

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

CONSULTANT:

Dated:



10/5/2017

By: Steve Noack
Title: Principal

CITY OF LIVERMORE:

Dated:

Marc Roberts
City Manager

APPROVED AS TO FORM:



Assistant City Attorney

Attachments:
Exhibit A-1 – Revised Scope of Services

EXHIBIT A-1: SCOPE OF WORK AND COSTS FOR PHASE II

This exhibit describes the scope of services, schedule, products, and meetings for the Phase II Downtown Public Outreach to be conducted by PlaceWorks for the City of Livermore.

SCOPE OF SERVICES

A summary of the work program is presented in Table 1.

TABLE 1. WORK PROGRAM SUMMARY	
II. SUBSEQUENT OUTREACH	
Task 5. Outreach Program Implementation	
5.1 Public Workshops	5.4 Public Report Bureau
5.2 Community Event	5.5 Community Outreach Report
5.3 Outreach Website	5.6 City Council Presentation
Task 6. Visual Simulations	

II. SUBSEQUENT OUTREACH

In Phase II of the project, PlaceWorks will implement the Final Public Outreach Program developed and adopted in Phase I.

Task 5. Outreach Program Implementation

5.1 Public Workshops

PlaceWorks will lead seven hands-on workshops to allow members of the public to give opinions about appropriate regulatory and development options for the Downtown catalyst sites. These workshops will include a small group exercise where participants will draw on maps to create a preferred land use concept.

PlaceWorks will also prepare the following materials in both English and Spanish for the workshop:

- Land Use Concept Evaluation Workbook
- 11x17 Land Use Concept maps
- 24x36 basemap
- Land Use Color Legend
- Downtown Priorities Worksheet

In addition, PlaceWorks will develop the media content for all print and radio advertising.

CITY OF LIVERMORE
 DOWNTOWN STEERING COMMITTEE FACILITATION AND PUBLIC OUTREACH
 EXHIBIT A: SCOPE OF WORK AND COSTS

5.2 Community Events

PlaceWorks will attend up to three community events to which members of the public will be invited to participate in activities in the booth, and give their opinion on Downtown development issues. Booth materials will include boards that summarize the key learnings and a poster that advertises upcoming and past events. PlaceWorks will also provide a space for participants to complete the concept evaluation workbook and comment on the land use concepts.

5.3 Project Website

PlaceWorks will design and administer a website for the downtown outreach process. The website will include general information about the project, a description of the process, meeting dates, and project updates as major milestones are achieved.

5.4 Online Engagement

PlaceWorks will develop a web-based online engagement platform to allow members of the Livermore community to give input regarding Downtown development. In order to reach a broad base of participants and encourage busy stakeholders to participate in the planning process, we will create:

- A build your own concept tool that will identify the number of residential units, hotel rooms, and parking demand/supply; square footage of retail, office, cultural uses, and open space; and capital and operation/maintenance costs.
- An online version of the concept evaluation workbook.
- An online version of the Downtown Priorities Worksheet.
- A tool where users can comment on the land use concepts.
- A downtown tour mobile application that enables users to tour the downtown and learn key background information.
- A general comment box.

These important online engagement tools will be fully integrated into the project website and will provide the Livermore decision-makers with a broader range of perspectives and community input throughout the planning process.

5.5 Community Outreach Report

PlaceWorks will prepare a report that summarizes the results of Tasks 5.1 through 5.4, as well as any other outreach tasks that may occur under the Outreach Program. The report will include a record of all input obtained through the outreach process. As in Task 4, this report will be presented first as an administrative draft, then in a draft form to the City Council, and then in a final form after presentation to and comment by the City Council.

5.6 City Council Presentation

PlaceWorks staff will attend a Livermore City Council meeting to present the Draft Report and answer questions about it.

Task 6. Visual Simulations

PlaceWorks will prepare visual simulations of two vantage points for each of the four land use concepts. The visual simulations will focus on common features between the four concepts and will represent the most interesting elements of each concept.

CITY OF LIVERMORE
 DOWNTOWN STEERING COMMITTEE FACILITATION AND PUBLIC OUTREACH
 EXHIBIT A: SCOPE OF WORK AND COSTS

SCHEDULE, PRODUCTS, AND MEETINGS

PlaceWorks' schedule for completion of Downtown Facilitation and Outreach plan is shown in Figure 1.

COSTS

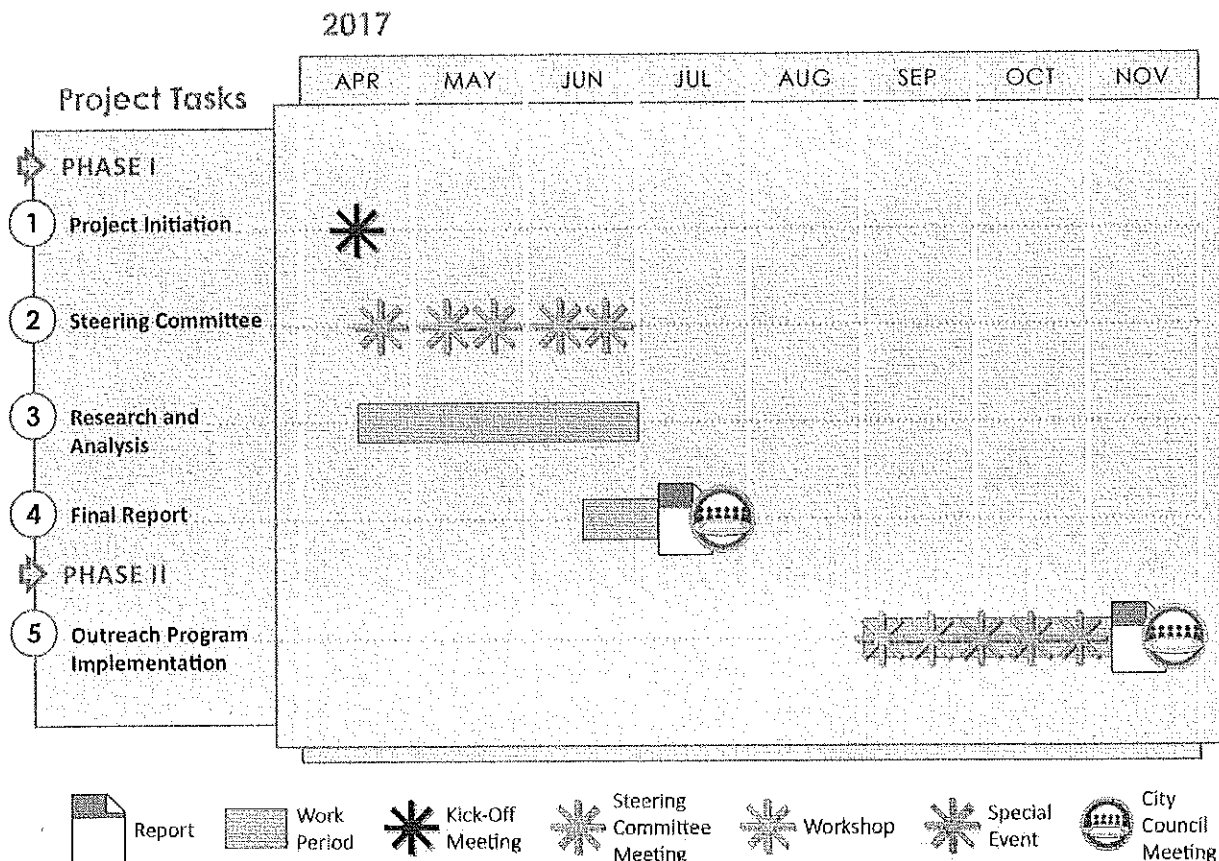
As shown in Table 2, the estimated cost to complete Phase II of the scope of work described in this proposal is \$263,339.

ASSUMPTIONS

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings shown above. Additional meetings would be billed on a time-and-materials basis.
- All products will be submitted to the City of Livermore in electronic (PDF) format.
- City of Livermore staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

FIGURE 1 SCHEDULE



The PlaceWorks Team
 Downtown Steering Committee Facilitation and Public Outreach

TABLE 2. COST ESTIMATE

	PLACEWORKS														PlaceWorks Hours	PlaceWorks 2% Office Expenses	PlaceWorks Total	
	Early	Ancona	Jansen	Brubaker	Ashlock	Dudley	Mazur	Stone/Gar dia	heppard	Lau	Project Urban Designer	Planner/ Urban Designer	GRAPHICS	WP/ CLERICAL				
Hourly Rate:	\$240	\$200	\$195	\$180	\$170	\$160	\$160	\$135	\$115	\$110	\$90	\$90	\$90	\$120	40			
PHASE II: SUBSEQUENT OUTREACH																		
5.1 Public Workshops (7)	71	33		8	58	108	140	72		50	55	138			733	\$2,059	\$105,029	
5.2 Pop Up Events (3)	6		38	32		12	32			24		54	4		202	\$577	\$29,407	
5.3 Project Website							60					40			100	\$234	\$11,934	
5.4 Online Engagement	3	116		6		4	78			40	40				287	\$924	\$47,134	
5.5 Community Outreach Report	12		12				64					20	14		122	\$347	\$17,687	
5.6 City Council Presentation	12						12					4			28	\$97	\$4,957	
6.0 Visual Simulations	4			4	5	8	5	150		150	36				378	\$886	\$45,191	
Subtotal	108	149	68	95	16	132	78	222	264	131	256	18	1850	\$5,124	\$261,339			
Labor Hours Total	108	149	68	95	16	132	78	222	264	131	256	18	1850					
Labor Dollars Total	\$25,920	\$29,800	\$13,260	\$17,100	\$2,720	\$21,120	\$12,480	\$25,550	\$29,040	\$11,790	\$23,040	\$2,160	\$5,124	\$261,339				
EXPENSES																		
PlaceWorks Reimbursable Expenses																		\$2,000
EXPENSES TOTAL																		\$2,000
PHASE II TOTAL																		
PHASE II SUGGESTED CONTINGENCY																		\$20,000

PLACEWORKS



DATE: October 23, 2017
TO: Honorable Mayor and City Council
FROM: Paul Spence, Community Development Director
SUBJECT: Doolan Canyon Regional Preserve

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the recommendation from the Altamont Landfill Open Space Committee to authorize East Bay Regional Park District's grant request in the amount of \$132,200 from the Altamont Landfill Settlement Agreement Open Space Account, for the acquisition of a Recreational Trail Easement and an Emergency Vehicle Access Easement to provide public access to the Doolan Canyon Regional Preserve.

SUMMARY

The Altamont Landfill Settlement Agreement Open Space Committee (Open Space Committee) is recommending the distribution of \$132,200 from the Altamont Landfill Open Space Account to the East Bay Regional Park District (Park District) for the acquisition of land in-fee and easements located at 6550 and 6600 Collier Canyon Road (Attachment 1).

The Altamont Landfill Settlement Agreement requires the Livermore City Council and Alameda County Board of Supervisors to determine whether the Open Space Committee's recommendation is consistent with the acquisition criteria in the Settlement Agreement. If the Council approves the grant request, approximately \$10.6 million would remain in the Altamont Landfill Account for future acquisition opportunities.

The Park District's acquisitions would eventually facilitate public staging and access into the Doolan Canyon Regional Preserve (Preserve), which currently remains closed to the public (Attachment 2).

BACKGROUND

Altamont Landfill Settlement Agreement Open Space Fund: In 1999, the lawsuit parties (Alameda County, Cities of Livermore and Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste

Management of Alameda County) entered into a Settlement Agreement relating to the proposed expansion of the Altamont Landfill. Results of the Settlement Agreement include substantial reductions in the landfill expansion and waste imports and a requirement for the operator to collect a \$0.75 per ton fee for open space acquisition.

Eighty percent of the Open Space Fee is for open space expenditures in the eastern area of East Alameda County and 20 percent is for expenditures in the western area of East Alameda County (Attachment 3). The Property is within the eastern area.

The voting members of the Open Space Committee recommend funding allocations. The City of Livermore, Alameda County, and the Sierra Club represent the voting members for the eastern acquisition priority area that receives 80 percent of the open space account money. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members for the western acquisition priority area. There is currently, approximately \$10.7 million in the Open Space Fund designated for expenditures in the eastern acquisition area.

Vasco Road Landfill Open Space Fund: On May 4, 2006, the Alameda County Board of Supervisors upheld the County Planning Commission’s approval amending the Conditional Use Permit for the Vasco Road Landfill to continue landfill and recycling activities. Consistent with the language in the Altamont Settlement Agreement, the approval requires the Vasco Road Landfill operator (Republic Services, Inc.) to collect the same per-ton fees for open space, recycling/diversion education, and host community impact, as the Altamont Landfill operator (Waste Management of Alameda County, Inc.).

Vasco Road Landfill Conditions of Approval require the collection and expenditures from the fee accounts to be identical to the Altamont Landfill Settlement Agreement. There is approximately \$2.4 million in the Vasco Road Landfill Open Space Fund designated for expenditures in Eastern Alameda County.

To date, the City Council has approved the Open Space Committee’s recommendations to distribute funds for six acquisitions in the eastern acquisition priority area summarized in the table below:

City Council Date	Grant Amount	Acres	Acquisition Entity	Location
February 25, 2008	\$200,000	80	East Bay Regional Park District	Adjacent to Del Valle Regional Park (Newbury Property).
July 13, 2009	\$1,040,465	107	City of Livermore	Doolan Road adjacent to UGB and City Boundary
September 27, 2010	\$300,000	74	Tri-Valley Conservancy	Bobba Property off Arroyo Road near the Veterans’ Hospital
October 25, 2010	\$2,000,000	633	East Bay Regional Park District	Doolan Ranch
June 27, 2011	\$1,000,000	65	East Bay Regional Park District	Farber Property

City Council Date	Grant Amount	Acres	Acquisition Entity	Location
October 28, 2013	\$420,000	81	City of Livermore	Doolan Road north of City-owned properties
December 9, 2013	\$500,000	79	East Bay Regional Park District	Eddie's Flat between Vasco and Laughlin Road
Total	\$5,460,465	1,119		

In 2010, the City authorized the expenditure of \$2 million for the acquisition of 640± acres in Doolan Canyon, to create the Preserve. Other funding sources for the \$6.4 million acquisition included funds from East Bay Regional Park District's Bond Measure WW. In addition, the City contributed habitat mitigation funds from the El Charro Specific Plan and Isabel Avenue/I-580 Interchange projects towards the purchase of the Preserve. The acquisition provided East Bay Regional Park District with the cornerstone property for developing a new regional park in Doolan Canyon. Since acquiring the Preserve, the Park District and City have been exploring strategies for public access.

DISCUSSION

The Altamont Landfill Open Space Committee continues to meet under the terms of the Settlement Agreement. Councilmember Woerner is Livermore's Open Space Committee representative.

During the Open Space Committee meeting on September 15, 2017, Park District staff presented a grant request for \$132,200 to acquire the Property (Attachment 5). Members of the Open Space Committee representing the eastern acquisition area (City of Livermore, Alameda County, and the Sierra Club) voted in favor of funding the grant request and recommend the Alameda County Board of Supervisors and City of Livermore determine the proposed expenditure is consistent with Settlement Agreement criteria, including the additional criteria in use by the Open Space Committee. The Alameda County Board of Supervisors will consider the matter at their meeting on November 7, 2017.

The Settlement Agreement's first priority is for the preservation of native biological diversity and/or wildlife habitat. The second priority is for the acquisition of property with significant value for visual character and/or non-motorized recreation. Additional criteria developed and utilized by the Open Space Committee include Strategic Value in Land Protection, Additional Funding Sources, and Willing Sellers.

First Priority for Significant Native Biodiversity Value: The purchase of the Property is an extension of the Preserve. The Property would provide public access so future visitors to the Preserve have an opportunity to explore and experience native ecosystems. The Preserve consists of diverse habitat, including annual grasslands, spring fed and seasonal alkali wetlands, stock ponds, and a large, man-made lake in the northwestern valley. Cottonwood Creek flows north to south through the western portion of the property and Cottonwood Creek headwaters are just to the north of the property.

Although there are no trees on the property, diverse resources and topography offer upland, breeding, and foraging habitat for special status species, including California red-legged frog, California tiger salamander, San Joaquin kit fox, American badger, Western burrowing owl, numerous raptors, California fairy shrimp, Vernal pool fairy shrimp, and Longhorn fairy shrimp. According to the California Natural Diversity Database, there are documented occurrences of the following species within 2 miles of the Preserve: California red-legged frog, California tiger salamander, burrowing owl, American badger, golden eagle, California horned lark, northern harrier, western pond turtle, Congdon's tarplant, and San Joaquin Spearscale. The Preserve's stock ponds are known to have breeding California red-legged frogs and California tiger salamanders. During a site visit in 2016, City and Park District Staff observed Western burrowing owl and juvenile California red-legged frog.

Second Priority for Significant Visual Character and/or Non-motorized Recreation: The Property offers natural and scenic views of Collier Canyon, the Altamont Hills, and parts of the Diablo Range. In addition, the Property would offer future visitors to the Preserve natural and scenic views south into Doolan Canyon, north to Mount Diablo and Morgan Territory, and east to Brushy Peak.

East Bay Regional Park District's 2013 Master Plan identifies Doolan Canyon for potential regional trail connections linking Shadow Cliffs and Del Valle to Morgan Territory. In addition, the Livermore Area Recreation and Park District 2015 Master Plan identifies the Property as a segment of the Doolan Canyon Trail connecting Doolan Canyon to Collier Canyon (Attachment 4).

The Property will provide staging and trail access to the Preserve, which currently has no public access. The steep terrain at the head of Doolan Canyon currently limits access to the Preserve from Doolan Road. The Park District will study recreational opportunities as part of a Doolan Canyon Regional Preserve Land Use Plan. Any land use plan will be consistent with the City's mitigation easements within the Preserve.

Strategic Value in Land Protection: The acquisition will implement the following Livermore General Plan goals, objectives, and policies regarding open space and conservation:

- *Goal OSC-1 Conserve the value and function of Livermore's open space as biological resource.*
- *Objective OSC-5.1 Provide a comprehensive system of parks and recreation facilities in Livermore.*
- *Policy OSC-5.1 P6. The City shall coordinate and cooperate with LARPD and EBRPD in developing adequate regional park space around Livermore to serve foreseeable population increases in Livermore and its environs.*
- *Objective OSC-5.4 Maintain and enhance public access to Livermore's unique natural resources.*
- *Policy OSC 5.4 - P1. The City shall continue to encourage public access to, and maintenance of, existing recreational trails in the Planning Areas.*

- *Policy OSC 5.4 – P2 Recreational access to the open space surrounding the City shall be encouraged to the extent that it is compatible with provisions of the Land Use Element.*

The acquisition of the Property is consistent with the General Plan by enhancing open spaces and providing future public access and recreational opportunities to the Doolan Canyon Preserve.

Additional Funding Sources: The Park District’s acquisition includes the following funding sources:

Purchase Price	\$264,400 (\$6,962/acre)
Proposed Funding from Altamont Landfill Open Space Account	\$132,200
Park District – Measure WW Funds	\$132,200

Willing Sellers: The property owners are willing sellers. The Park District and property owners are in agreement regarding the terms and timing for the acquisition.

FISCAL AND ADMINISTRATIVE IMPACTS

If the Park District’s requests are approved, the balance in the Altamont Landfill Settlement Open Space Fund designated for Eastern Alameda County would be reduced from approximately \$10.7 million to \$10.6 million. The City will have no ownership, tax, or maintenance obligations because the Park District will manage the Property.

ATTACHMENTS

1. Location Map
2. Property Map
3. Map of Open Space Acquisition Areas
4. Map of Doolan Canyon Trail – T20
5. East Bay Regional Park District Grant Application

Prepared by:

Andy Ross
Associate Planner

Approved by:



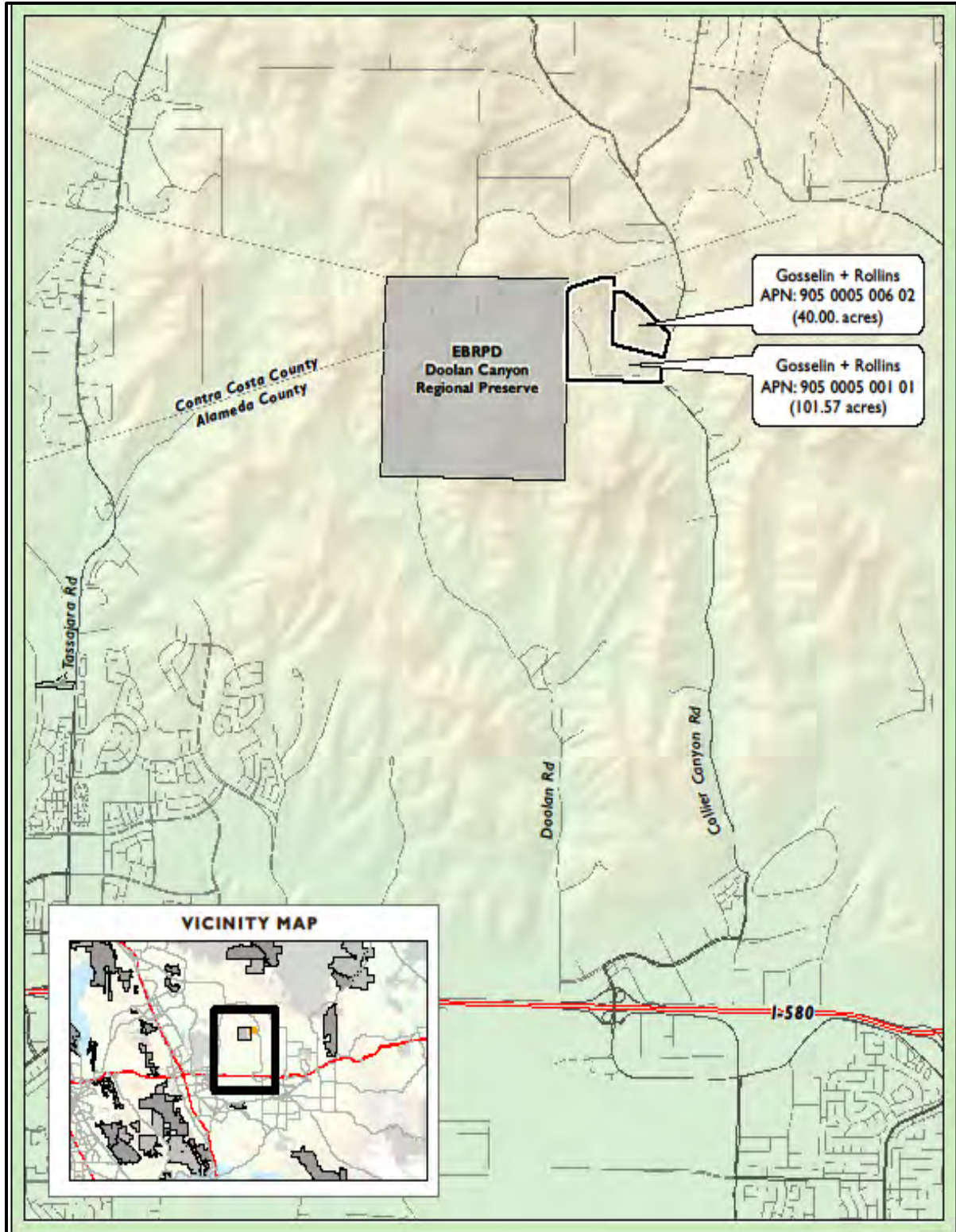
Marc Roberts
City Manager

Fiscal Review by:

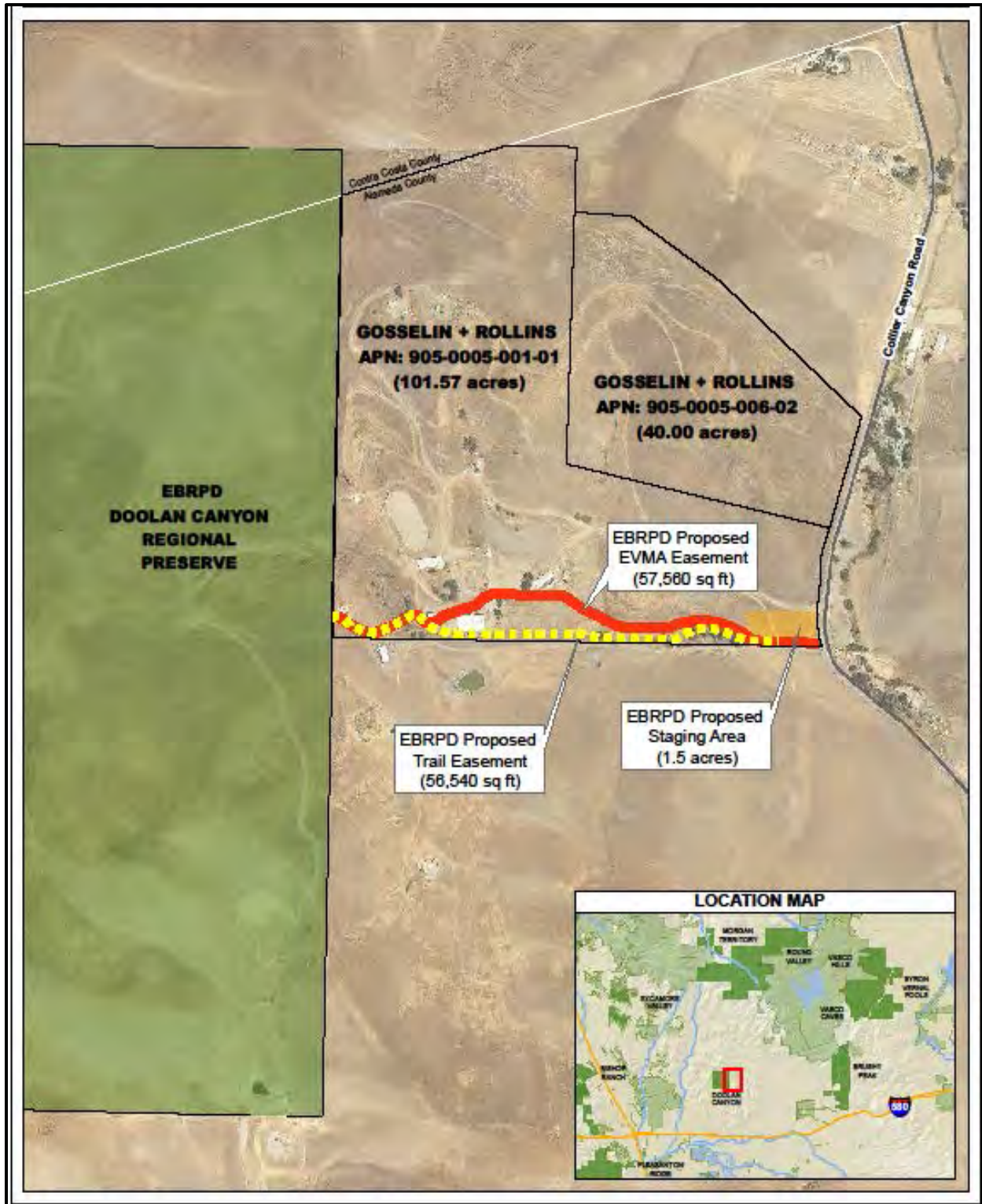


Douglas Alessio
Administrative Services Director

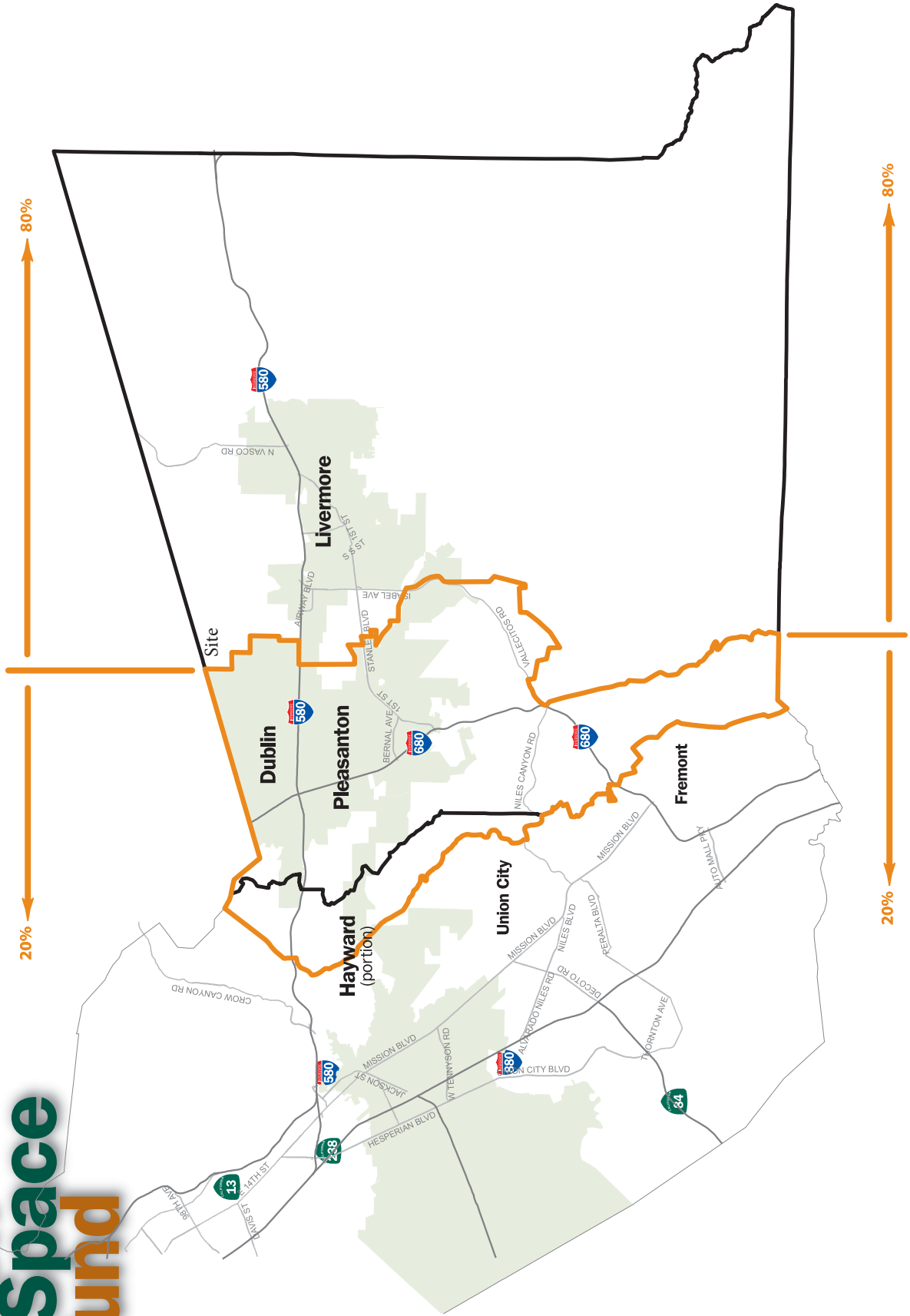
LOCATION MAP



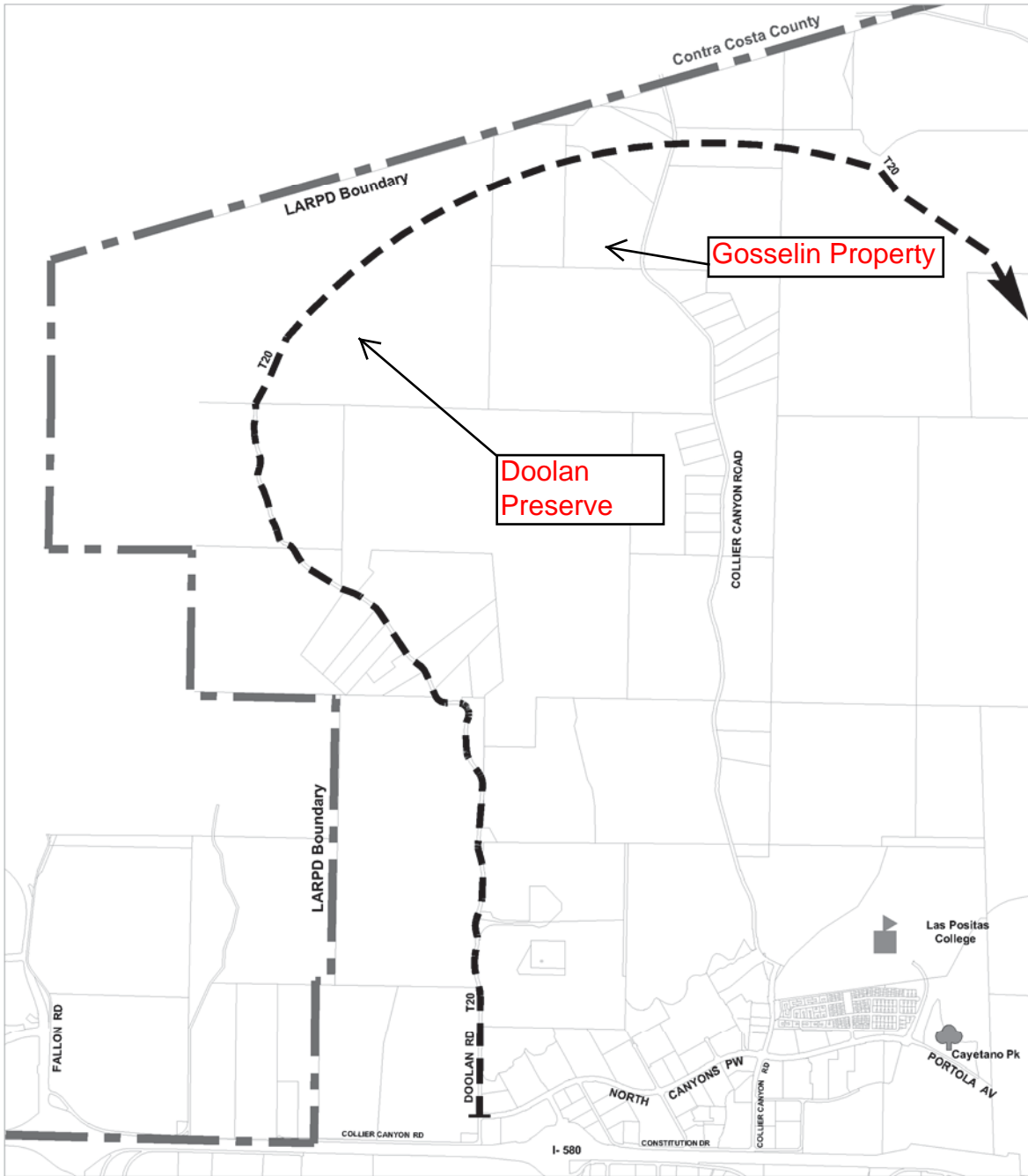
PROPERTY MAP






**ALTAMONT
LANDFILL
Open Space
Fund**



Doolan Canyon Trail - T20



LEGEND

-  Existing Trail Segment
-  Proposed Trail Segment
-  LARPD Boundary





June 29, 2017

Maria Palmeri
Alameda County Planning Department
224 W. Winton Avenue, Room 111
Hayward, CA 94544

RE: Alameda County Altamont Landfill Open Space Fund Grant Application
Acquisition of Property Rights from Gosselin-Rollins
Doolan Canyon Regional Preserve

Dear Ms. Palmeri:

Enclosed for the Alameda County Altamont Landfill Open Space Committee's consideration is a grant application for acquisition by the Park District of the following real property rights from Lawrence A. Gosselin (50% interest) and Lorraine D. Rollins (50% interest):

- A 1.5-acre fee area
- A 56,540-square-foot public recreational trail easement (rec trail)
- A 57,560-square-foot emergency vehicle and maintenance access easement (EVMA)

Acquisition of these property rights will provide the Park District with the opportunity to develop public staging and access into Doolan Canyon Regional Preserve for recreational activities. The proposed EVMA will provide access for emergency vehicles, public safety and parkland operations and maintenance.

We sincerely appreciate the opportunity to participate in this program. If you have any questions or need additional information, please contact Liz Musbach, Chief of Land Acquisition, at 510-544-2610.

Thank you for your assistance and consideration in this matter.

Sincerely,

Robert E. Doyle
General Manager, East Bay Regional Park District

Enclosure

Board of Directors

Beverly Lane
President
Ward 6

Dennis Waespi
Vice-President
Ward 3

Ayn Wieskamp
Treasurer
Ward 5

Ellen Corbett
Secretary
Ward 4

Whitney Dotson
Ward 1

Dee Rosario
Ward 2

Colin Coffey
Ward 7

Robert E. Doyle
General Manager



ALAMEDA COUNTY
Community Development Agency

PLANNING DEPARTMENT

224 W. Winton Ave., Room 111
Hayward, CA 94544

phone 510.670.5400
fax 510.785.8793
www.acgov.org/cda

Application for Grant Funding

Alameda County Altamont Landfill Open Space Fund

GRANTEE INFORMATION

Name of Applicant Requesting Funding (Project Sponsor): East Bay Regional Park District

Project Manager or Contact Person: Elizabeth Musbach

Mailing Address:
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605

Telephone Number: (510)544-2610

Fax Number: (510)569-1417

E-mail Address: LMusbach@ebparks.org

Is the Applicant a Non-profit or 501(c)(3) organization: Yes No

Federal Tax Identification Number: 94-6000591

LANDOWNER INFORMATION

Name of Landowner: Lawrence A. Gosselin (50%) and Lorraine D. Rollins (50%)

Mailing Address:
4559 Dunn Road, Valley Springs, CA 95252-8411

Telephone Number:
925-455-1222

Fax Number:

E-mail Address:
gosselindvm@aol.com

PROJECT INFORMATION

Project Title: Acquisition of real property rights from Gosselin-Rollins, Doolan Canyon

Project Location: APNs 905-0005-001-01 and 905-9995-006-02, 6550 and 6600 Collier Canyon Road, Livermore, unincorporated Alameda County

Jurisdiction in which property is located: Livermore, Alameda County

Land use designation and zoning applicable to the property: The County zoning is "A" Agricultural with a minimum lot size of 100 acres. The General Plan designation for the larger APN is Resource Management which also requires a minimum lot size of 100 acres.

PROJECT OBJECTIVE

Funding Requested: \$132,200

Total Project Cost (including in-kind contributions):

Itemized Project Expenses, including transaction costs:

(Include all project expenses; indicate those that would be paid for with Altamont funds.)

<u>Itemized Expenses</u>	<u>Requested funding with this proposal</u>	<u>Funded by another (Identify the source)</u>
1. <u>Selling Price:</u>	\$264,400	\$132,200 EBRPD Measure WW acquisition funds
2. <u>Transaction Costs:</u>	\$0	EBRPD will cover all transaction costs (appraisal, survey, appraisal, etc.)

Please Note:

Proposed funding date: December 20, 2017 (deadline for close of escrow)

Estimated completion date of project: December 20, 2017

Is the property currently under a Williamson Act contract?

Yes

No

If yes, has a notice of non-renewal been filed?

Yes

No

See Project Description for more details.

If yes, when does the contract expire?

Are there other easements or deed restrictions on the property (e.g., conservation easements, access roads, utility lines, pipelines, etc.)? Are other easements currently being negotiated?

Yes

No

Who will hold fee title to the land or hold the easement? East Bay Regional Park District

Is that entity aware of this project?

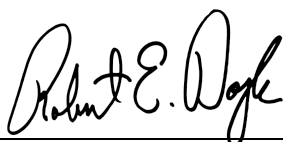
Yes

No

If yes, provide name and contact information of the appropriate representative:

Elizabeth Musbach, Chief of Land Acquisition
2950 Peralta Oaks Court
Oakland, CA 94605
(510)544-2610
LMusbach@ebparks.org

Signature of Applicant:



Robert E. Doyle, General Manager

Date: June 30, 2017

PROJECT DESCRIPTION

Thoroughly describe the full project and clearly indicate which portions are proposed for ALOSC funding.

East Bay Regional Park District proposes to acquire from Lawrence A. Gosselin (50% interest) and Lorraine D. Rollins (50% interest) a 1.5-acre parcel of land, a 2,827 linear foot public recreational trail easement (Rec Trail) and a 2,878 linear foot emergency vehicle and maintenance access easement (EVMA). The Gosselin-Rollins property is located along and accessed from Collier Canyon Road in Livermore in an unincorporated area of Alameda County, east of the Park District's Doolan Canyon Regional Preserve. The proposed acquisition will provide the Park District with the ability to develop a staging area and public access into the Preserve for recreational activities such as hiking, bicycling, horseback riding, picnicking and wildlife viewing and study. Currently, there is no other feasible public access into the Preserve, and as such this acquisition is a high priority for the Park District and our constituents in order to open the Preserve to public use and enjoyment.

The Gosselin-Rollins property is comprised of two legal parcels corresponding to Alameda County Assessor parcels 905-0005-001-01 and 905-0005-006-02), and is currently being used by the property owners as an equestrian facility. The smaller parcel, APN 95-0005-006-02, is 40 acres in size and is largely undeveloped. The larger parcel, APN 905-0005-001-01, is 101.57 acres in size and contains numerous equestrian structures and several modular residences occupied by caretakers of the facility. Other improvements include various paddocks, a covered arena, storage sheds, an outside arena and other related structures. The 1.5-acres of land proposed for acquisition is located at the entrance to the Gosselin-Rollins property along Collier Canyon Road, and would involve a partial fee take from the larger 101.57-acre parcel. The proposed easements will be located along the southern property boundary to avoid encroaching on the equestrian operation and to minimize the impact to any change in use of the property in the future.

The primary objective of the proposed acquisition is to establish public recreational access into the Park District's 640-acre Doolan Canyon Regional Preserve. The Park District purchased the two parcels of land comprising the Preserve from the Schmitz family in 2010 with the goal of permanently preserving valuable habitat for native and special status plant and wildlife species, and additionally to serve as an open space buffer between the cities of Dublin and Livermore. Significant funding support for this acquisition was provided through the Alameda County Altamont Landfill Open Space Fund.

The County zoning for the Gosselin-Rollins property is "A" Agricultural with a minimum lot size of 100 acres. The General Plan designation for the larger of the two parcels (905-0005-001-01) is Resource Management, which also requires a minimum lot size of 100 acres. Following the Park District's acquisition of the 1.5-acre partial fee take, the affected parcel will still meet the 100 acre minimum lot size requirement. The current uses of the property conform to the zoning and General Plan designations.

The Gosselin-Rollins property is currently enrolled in an agricultural preserve pursuant to a Williamson Act contract. Pursuant to Government Code § 51292, which sets forth the findings required when a public agency is contemplating locating a public improvement within an agricultural preserve, the Park District finds that: (1) the location chosen for the proposed public access staging area and easements is not based upon the lower cost of acquiring land in an agricultural preserve, and (2) there is no other land within or outside the preserve which is reasonably feasible for the Park District to acquire to accomplish the same purposes. The purpose of the proposed acquisition is to establish public recreational access into Doolan Canyon Regional Preserve which currently lacks any such access. No other viable point of public access into the Preserve has been identified, and the locations of the proposed staging area and easements are not in agricultural production and have been sited to avoid encroaching on existing uses within the agricultural preserve.

An independent appraisal commissioned by the Park District concluded a fair market value estimate of \$264,400 for the proposed acquisition, including the market value of the 1.50-acre partial fee take (staging area site) and the change in value to the Gosselin-Rollins property resulting from the proposed easements and loss of the 1.50-acre staging area land. The effective date of value of the appraisal is December 22, 2016. The Park District's purchase offer in the same amount has been accepted by the property owners.

Describe how the project meets the ALOSC funding criteria.

1. Significant Native Biodiversity Value

Acquisition of the proposed property rights in order to develop public recreational access into Doolan Canyon Regional Preserve will provide future visitors to the Preserve the opportunity to explore and learn about native ecosystems while balancing the Park District's core mission to protect and preserve those resources. Such access has been unattainable up until this point and the Park District is very excited to make a significant step towards opening the park to the public.

Doolan Canyon Regional Preserve contains habitat known to support many native and special status plant and animal species. The Preserve is populated primarily with grasslands with some seasonal alkali wetlands. The headwaters of Cottonwood Creek run through the center of the Preserve, with a large man-made lake fed by the creek situated in the center of the canyon. Several naturally-occurring ponds and springs are found throughout the Preserve. Important resources that may be or have been found in the Preserve include the following:

- Annual grasslands provide suitable habitat for San Joaquin kit fox (*Vulpes macrotis mutica*), burrowing owl (*Athene cunicularia*), California tiger salamander (*Ambystoma californiense*) and California red-legged frog (*Rana aurora draytonii*). Numerous burrows have been identified throughout the Preserve that may be used by these species. A western burrowing owl feather was identified during a site visit. Foraging habitat for other raptors is also present, and a golden eagle (*Aquila chrysaetos*) was observed soaring over the Preserve during a site visit. Badger (*Taxidea taxus*) is known to be present, and mountain lions (*Felis concolor*) have also been spotted on the property.
- The *Tri Valley Conservancy North Livermore Priority Conservation Plan Area* identifies areas adjacent to Cottonwood Creek in Doolan Canyon as alkali grassland. These areas have the potential to support special-status plants such as Livermore tarplant (*Deinandra bacigalupii*), Congdon's tarplant (*Hemizonia parryi* ssp. *Congdonii*), and San Joaquin spearsclae (*Atriplex joaquiniana*).
- The ponds and lake provide suitable breeding habitat for California red-legged frog and California tiger salamander. In 2000, PG&E biologists reported observing California tiger salamander breeding in a small stock pond west of the large reservoir during surveys conducted for PG&E's 230 kV Tri-Valley Project. In 2015, Park District staff noted a healthy presence of California tiger salamander near the large man-made lake. The Preserve is located within a federally-designated California red-legged frog Critical Habitat area. Breeding by California red-legged frogs was also reportedly observed by PG&E biologists in Cottonwood Creek downstream of the lake. And in 2015, Park District staff observed California red-legged frog egg deposition in one of the smaller ponds.
- Seep/spring wetlands located throughout the Preserve may not provide sufficient ponding to support California red-legged frog breeding every year (may provide such habitat in wetter years), but do provide important refuge habitat for dispersing California red-legged frogs and California tiger salamanders.

- Sandstone hillsides in the northeastern portion of the Preserve support seasonal pools that were previously identified and surveyed for vernal pool branchiopods as part of the PG&E Tri-Valley Project. Results of branchiopod surveys conducted by Jones & Stokes identified the presence of California fairy shrimp (*Linderiella occidentalis*). Other portions of the Preserve also support sandstone pools and may provide suitable habitat for California fairy shrimp, vernal pool fairy shrimp (*Branchinecta lynchi*), Longhorn fairy shrimp (*Branchinecta longiantenna*), and vernal pool tadpole shrimp (*Lepidurus packardii*).
- A search of the California Natural Diversity Database (CNDDDB) identified numerous records for special status and rare species in the quadrant that contains both the Preserve and the Gosselin-Rollins property: San Joaquin kit fox (*Vulpes macrotis mutica*), Townsend's big-eared bat (*Corynorhinus townsendii*), vernal pool fairy shrimp (*Branchinecta lynchi*), Congdon's tarplant (*Centromadia parryi ssp. congdonii*), Palmate salty bird's beak (*Chloropyron palmatum*), and the hairless popcorn flower (*Plagiobothrys glaber*), once presumed extinct in California.

2. Significant Visual and/or Non-motorized Recreational Value

The Park District's *Master Plan 2013* defines its Regional Preserves as areas with outstanding natural or cultural features that are protected for their intrinsic value, and can provide compatible recreational opportunities for the public to experience and enjoy these special landscapes. The real property rights proposed to be acquired from Gosselin-Rollins represent the only currently feasible opportunity to provide public access into the Preserve. The proposed acquisition will enable the Park District to move forward with plans to open Doolan Canyon Regional Preserve to the public to explore and experience through compatible recreational uses that may include hiking, horseback riding, bicycling, picnicking and nature study and viewing. This area of Alameda County contains spectacular scenery and long-distance views. Views to the north feature Mount Diablo and Morgan Territory. On a clear day, from the highest elevation at Doolan Peak, views to the east include the Sierra Nevada. In contrast, the valley within the Preserve provides a wonderful respite from the surrounding urban landscapes.

The topography within Doolan Canyon Regional Preserve provides an excellent opportunity to develop a scenic ridgeline trail system. The Preserve is identified as a potential trail link in the Park District's Master Plan. Acquisition of the subject property rights may help connect Doolan Canyon to potential regional trails to the south which provide non-motorized, multi-use pedestrian, equestrian and bicycle connections between parks and link with other local parks, trails, transportation and employment centers and urban communities, thereby creating a significant trail system in northeastern Alameda County. The proposed trail, identified on the Plan map as the Doolan Canyon to I-580 Trail, could potentially connect to Shadow Cliffs, Del Valle, and Pleasanton Ridge and even Brushy Peak.

The Park District's vision of providing resource-compatible recreation in northern Alameda County has long been supported by several other local jurisdictions and planning efforts:

- The *City of Livermore General Plan 2003 - 2025* identifies a goal of ensuring the of the preservation and management of open space land for the protection of natural resources, outdoor recreation and as scenic resources and counts recreational access to the open grasslands surrounding the City, such as Doolan Canyon, as a means to provide public access to Livermore's unique natural resources.
- Livermore's General Plan also identifies the goal of coordination and cooperation with the Livermore

Area Recreation and Park District (LARPD) and the East Bay Regional Park District in developing adequate regional park space around Livermore, and providing a full range of recreational activities within Livermore’s park system.

- Similarly, LARPD’s *Parks, Recreation and Trails Master Plan*, adopted in 2016, envisions the Doolan Canyon Trail which would meander through Doolan Canyon and provide “recreation opportunities through rolling hills and open space in northern Alameda County.”
- One of the goals of Alameda County’s *East County Area Plan* is to preserve unique visual resources and protect sensitive viewsheds, and the Plan names Doolan Canyon as one such sensitive viewshed.
- Tri-Valley Conservancy’s *North Livermore Resource Conservation Study* identifies the region surrounding Doolan and Collier Canyons as appropriate for preserving and developing equestrian recreational opportunities.

3. **Strategic Value in Land Protection**

The creation of Doolan Canyon Regional Preserve through the Park District’s acquisition of the Schmitz property in 2010 with partial funding provided by the Altamont Landfill Open Space Fund served to protect regional wildlife corridors, sensitive habitat for native and special status plant and wildlife species, create a permanent open space buffer between the urbanized landscapes of the cities of Dublin and Livermore, and ensure that this landscape will be managed and protected in perpetuity as part of a nationally recognized park system which balances conservation and resource enhancement with environmental education and recreation. At the time, the property was in danger of being subdivided and developed as five single-family residential lots. Development of residential sites fragments habitat, decreases diversity, and introduces domestic animals into a wildlife environment. Numerous Bay Area conservation reports such as *Critical Linkages: Bay Area and Beyond* and the *East Contra Costa County Habitat Conservation Plan* identify development as an impediment to the movement of critical species through habitat corridors.

The Park District has a long history of employing best practice resource management principles that support biodiversity and healthy ecosystems while bringing the public closer to the natural world in their backyards. At present, the Preserve remains in “land bank” status which, while ensuring the land and its resources remain protected, does not offer the public that has been so supportive with the opportunity to experience the fruits of its investment into local and regional land protection efforts. Acquisition of the proposed staging area site and access easements will allow the Park District to get one step closer to taking the Preserve out of land bank status for use by the public. Access into the Preserve is also needed to develop future trail connections identified in the Park District’s Master Plan and by local entities such as LARPD. This scenic connection may link to proposed trail systems in eastern Alameda County and Contra Costa County such as the Shadow Cliffs to Del Valle Trail, Shadow Cliffs to Morgan Territory Trail, and the Arroyo Mucho.

4. **Additional Funding Sources**

The appraised fair market value of the property rights proposed for acquisition is \$264,400. Fifty percent of the total purchase price will be matched by Park District Measure WW funds.

5. **Willing Sellers**

On April 18, 2017, by Board Resolution No. 2017-04-102, the Park District Board of Directors authorized Park District staff to enter into an Option, Purchase and Sale agreement with the property owners to

purchase the proposed property rights for their appraised fair market value. The agreement has been executed by the property owners, and the Park District has until December 20, 2017 to close escrow.

CEQA Exemption

Under CEQA and the Park District's Environmental Review Manual, this project is Categorically Exempt and therefore not subject to preparation and processing of environmental documentation. The project consists of the acquisition of property rights in order to provide access into a park. Any future plans for the development of trails, trail connections and a staging area will receive the appropriate level of CEQA review.

Describe how the property will be operated and maintained (e.g., if donated to the East Bay Regional Park District, an agreement showing that EBRPD is willing to accept and maintain the property; if a conservation easement is proposed, indicate what the easement holder's monitoring plan is for the property.)

For over 80 years the Park District has acquired and managed a diversified system of regional parklands, shorelines, recreation areas, preserves and trails which offer outstanding recreational opportunities and preserve biologic, geologic, scenic, cultural and historic resources within Alameda and Contra Costa counties. As part of its mission, the Park District balances environmental stewardship with public access, and maintains and restores parklands for their important scenic, natural and cultural values. The property rights proposed for acquisition will become part of a nationally recognized park system which balances conservation, resource enhancement, environmental education and recreation. The Park District has a long history of employing best practice operations and maintenance principles that support diversity and healthy ecosystems, while bringing the public closer to the natural world in their back yards and providing opportunities for recreation and biological and cultural resource education.

LOCATION MAP



ASSESSOR'S MAP 905

Code Area Nos. 64-001

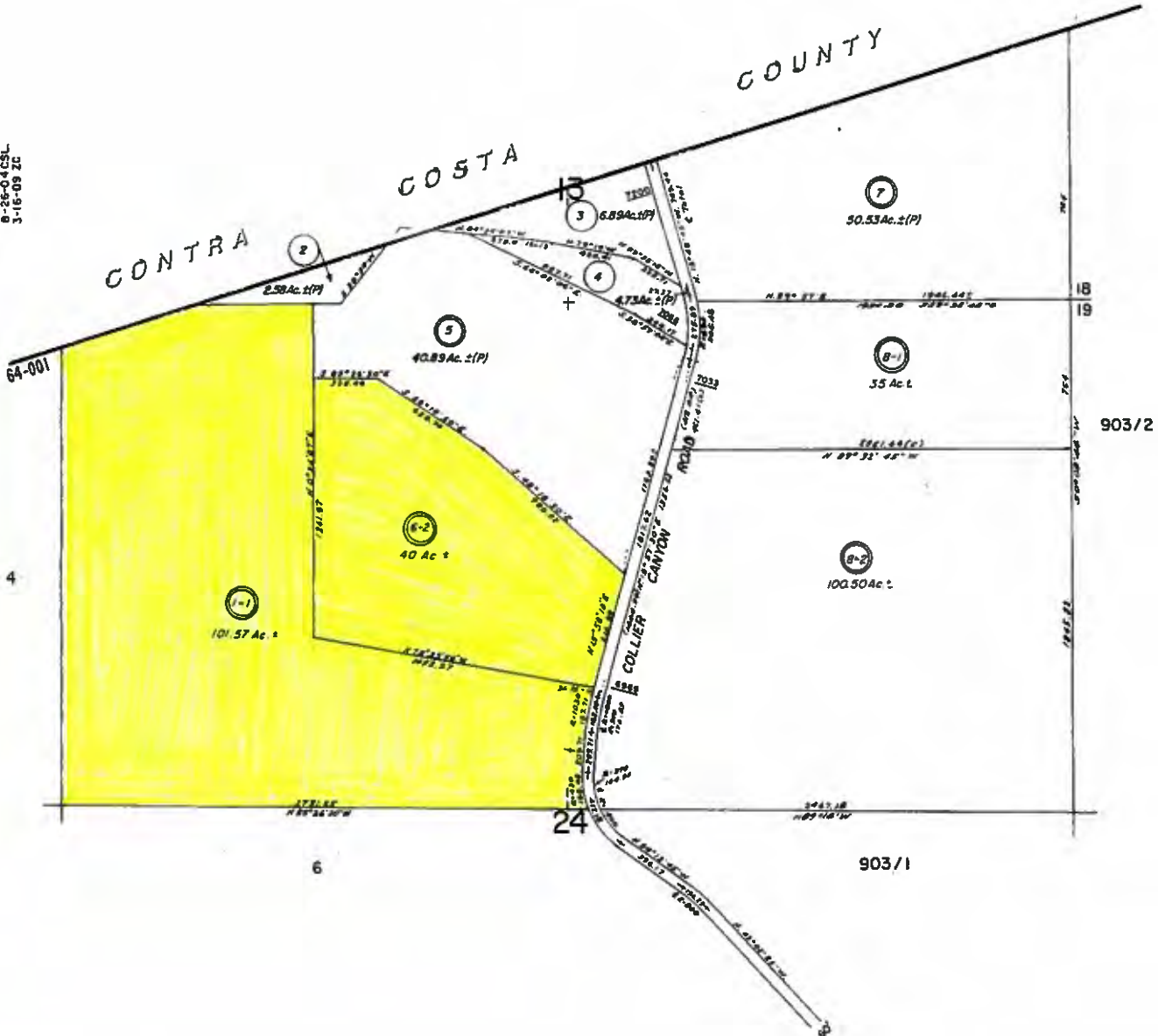
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Scale 1"=500'

T.2S.,R.1E.(Portion Sections 13,24)

Revised: 1-15-79RM
6-20-80CSB
7-1-84BV
8-26-04CSL
3-16-09 ZC

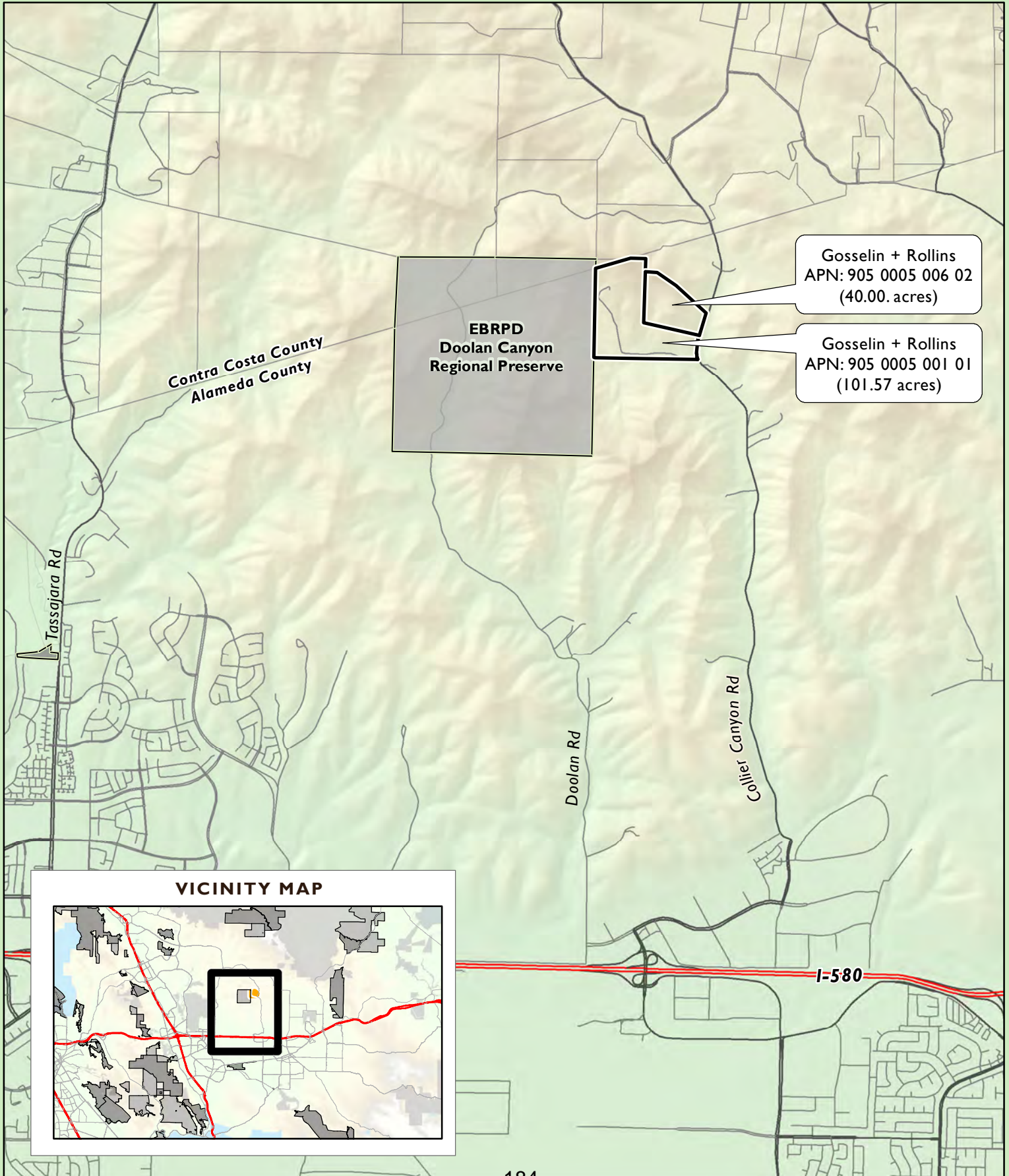
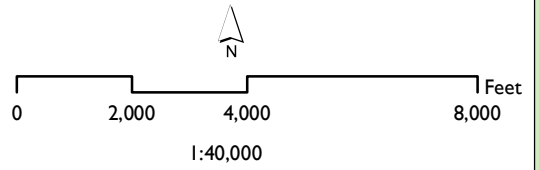
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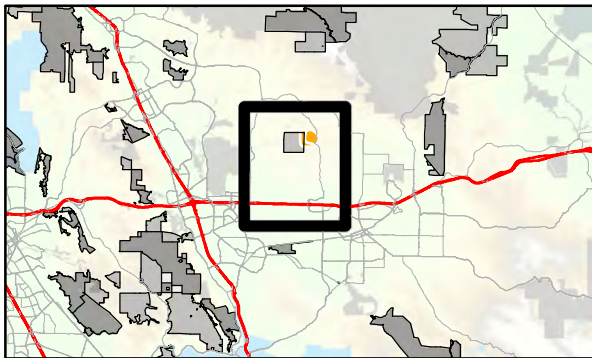
Formerly: (Bl. 999 Pcs. Bl. 3280) Bl. 999/1a. 3296
115

DOOLAN CANYON REGIONAL PRESERVE

Gosselin and Rollins Property
APN: 905 0005 001 01 (101.57 acres)
APN: 905 0005 006 02 (40.00 acres)
Overview Map



VICINITY MAP

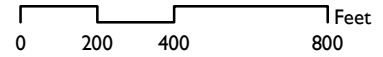




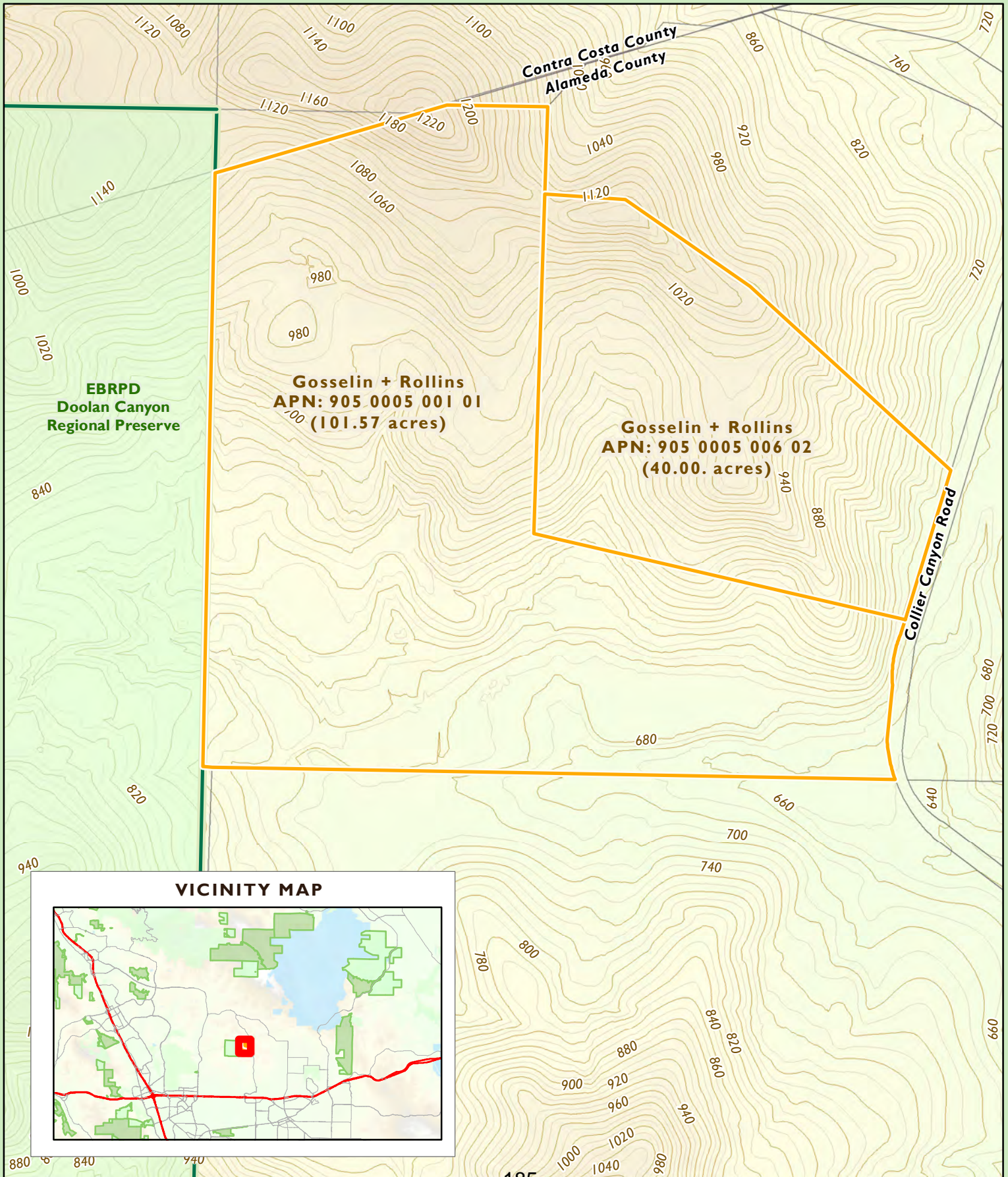
Regional Park District
 Land Acquisition Division
 May 5, 2014
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DOOLAN CANYON REGIONAL PRESERVE

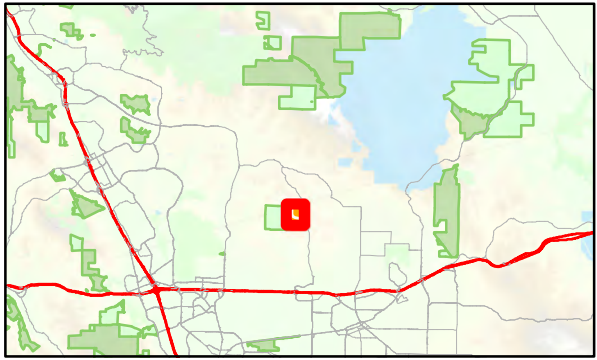
Gosselin and Rollins Property
 APN: 905 0005 001 01 (101.57 acres)
 APN: 905 0005 006 02 (40.00 acres)
 Topographic View

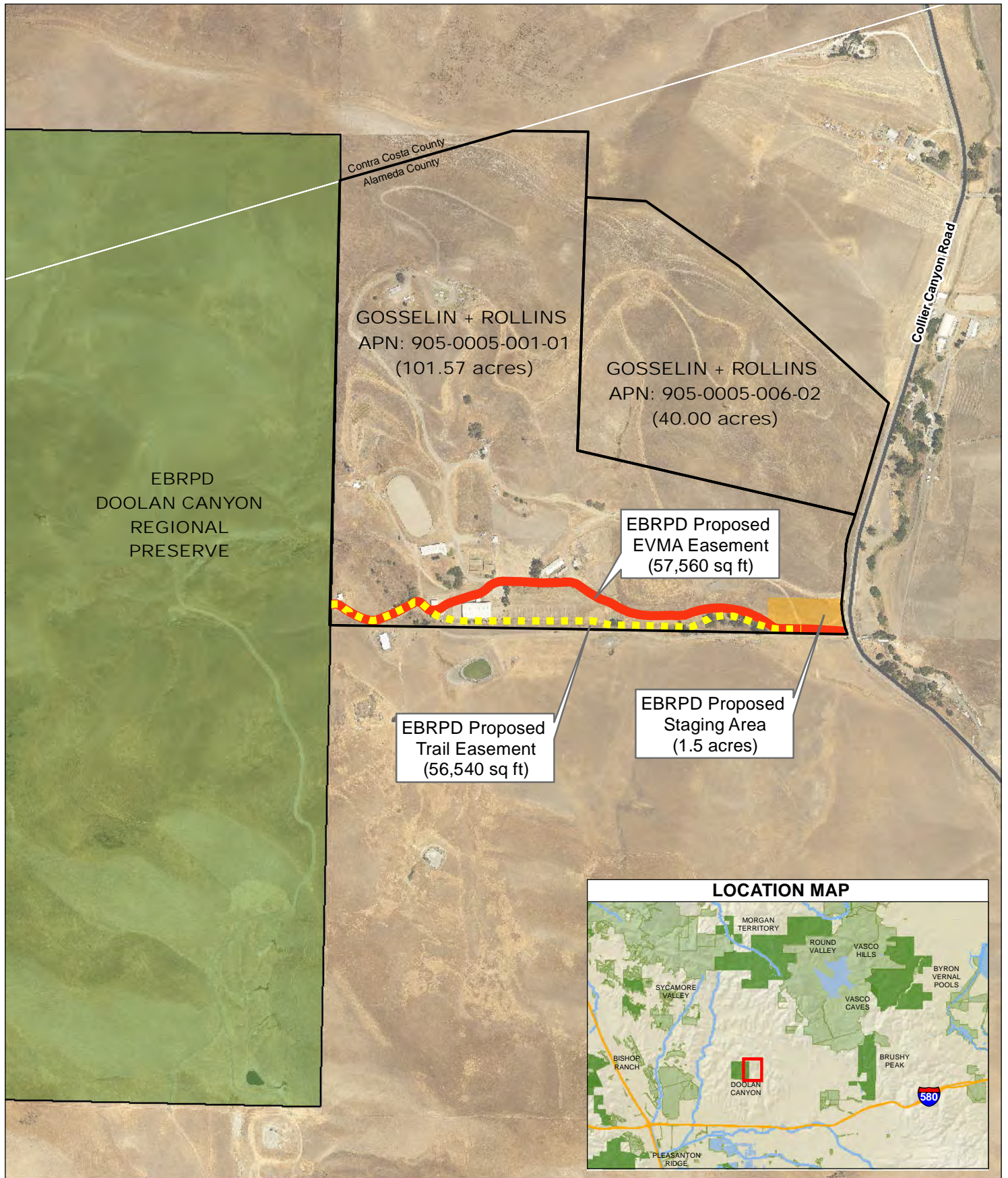


1:6,000



VICINITY MAP







View looking southwest on Collier Canyon Road with 1.5-acre fee area proposed for acquisition in the foreground enclosed by fencing which marks the entrance to the Gosselin-Rollins property.



1.5-acre fee area proposed for public staging area (northeast).



View looking west towards Doolan Canyon Regional Preserve from entrance to Gosselin-Rollins property off of Collier Canyon Road along area of proposed recreational and emergency vehicle and maintenance access trails.



View looking east along area of proposed recreational trail.



View looking east over area of proposed overlap of recreation trail and emergency vehicle and maintenance access easements.



View from Gosselin-Rollins property looking southwest towards Doolan Canyon Regional Preserve.



View looking east from Doolan Canyon Regional Preserve toward Gosselin-Rollins property which is to the left of the pond and road.



Existing ranch road in Doolan Canyon Preserve to which recreational and emergency vehicle and maintenance access easements will connect.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO AUTHORIZE THE EAST BAY REGIONAL PARK DISTRICT'S GRANT REQUEST, IN THE AMOUNT OF \$132,200, FOR THE ACQUISITION OF A 1.5-ACRE FEE AREA, AN APPROXIMATELY 2,827 LINEAR-FOOT RECREATIONAL TRAIL EASEMENT, AND AN APPROXIMATELY 2,878 LINEAR-FOOT EMERGENCY VEHICLE ACCESS EASEMENT TO PROVIDE PUBLIC ACCESS TO DOOLAN CANYON REGIONAL PRESERVE

(ASSESSOR'S PARCEL NUMBERS 905-0005-001-01 AND 905-9995-006-02)

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

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit to expand the Altamont Landfill by Waste Management of Alameda County, Inc., which resulted in litigation. In 1999, the parties entered into a settlement agreement ("Settlement Agreement") that required the collection of a fee for open space acquisitions in fee or permanent easements, and the creation of the Altamont Landfill Settlement Agreement Open Space Committee ("Open Space Committee") to administer that fee.

At the Open Space Committee's meeting on September 15, 2017, the East Bay Regional Park District ("Park District") made a grant request for \$132,200 to help the Park District acquire a 1.5-acre fee area, an approximately 2,827 linear-foot recreational trail easement, and an approximately 2,878 linear-foot emergency vehicle access easement to provide public access to the Doolan Canyon Regional Preserve (Assessor's Parcel Numbers 905-0005-001-01 and 905-9995-006-02).

The Open Space Committee recommends the City Council and Alameda County Board of Supervisors determine that the proposed expenditure is consistent with Settlement Agreement priorities and the additional criteria in use by the Open Space Committee.

The property's location is strategically situated next to the Park District's Doolan Canyon Regional Preserve and will provide staging and public access to the preserve. The property owners are willing sellers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the proposed expenditure of \$132,200 to help the Park District acquire a 1.5-acre fee area, an approximately 2,827 linear-foot recreational trail easement, and an approximately 2,878 linear-foot emergency vehicle access easement to provide access to the Doolan Canyon Regional Preserve, is consistent with Settlement Agreement priorities and the additional criteria in use by the Open Space Committee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 23, 2017, by the following vote:

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

ATTEST:

APPROVED AS TO FORM:



Susan Neer
City Clerk

Jason Alcala
City Attorney



DATE: October 23, 2017

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Update on the Fiscal Years 2017-19 City Council Goals and Priorities

RECOMMENDED ACTION

This report is for information only.

SUMMARY

On February 15, 2017, the City Council held a workshop to establish its goals and priorities for FY 2017-19 and provide direction regarding the development of a two-year work plan. The FY 2017-19 Goals and Priorities and work plan were approved by Council on April 24, 2017.

DISCUSSION

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 April 24, 2017, Council approved six core goals and priorities. The approved FY 2017-19 goals are listed below:

1. **Affordable Housing and Homelessness.** *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*
2. **Asset Management.** *Establish a comprehensive Asset Management Program, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

3. **Disaster Preparedness and Public Safety.** *Improve disaster preparedness, ensuring staff and community emergency readiness, and expand the use of technology, enhancing public safety.*
4. **Downtown.** *Enhance the City's vibrancy by completing critical projects downtown, ensuring the right balance of local amenities to support quality of life.*
5. **Innovation and Economic Development.** *Encourage an innovation-driven economy, supporting revenue-generating businesses, high-quality jobs, and entrepreneurs.*
6. **Long-Term Financial Stability.** *Implement sound financial practices to sustain the City's long-term financial viability.*

Throughout the year, periodic goal implementation updates are presented to Council. The attached FY 2017-19 City Council Priorities Report summarizes recent accomplishments in each of the priority areas.

FISCAL AND ADMINISTRATIVE IMPACTS

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

ATTACHMENTS

1. FY 2017-19 City Council Priorities Report

Prepared by:

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FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

1.	Finance Strategies for Development of Affordable Housing Units	Status Update	Estimated Completion	Lead
	<p>A) Sunflower Hill</p> <ol style="list-style-type: none"> 1. Secure City financing and entitlement for the development with Mid Pen 2. Work with Mid Pen to develop the Low Income Tax Credit Application for the site 3. Begin construction of the project 	<p>Project received entitlement from Council summer 2017. Staff currently working with Mid Pen and Sunflower Hill to secure financing, including Low Income Tax Credit financing and Alameda County Measure A-1 bond funds.</p> <p>Sunflower and Mid Pen are currently in the process of developing the project’s services plan and completing necessary submittal requirements for a Low Income Housing Tax Credit Application.</p> <p>Development timeline pending based on success of the Tax Credit Application in March 2018.</p>	<p>Spring 2018</p> <p>Spring 2018</p> <p>Spring 2018</p>	<p>CDD</p> <p>CDD</p> <p>CDD</p>
	<p>B) Chestnut</p> <ol style="list-style-type: none"> 1. Work with Mid Pen as they apply for low income housing tax credit financing 	<p>In June 2017, Mid Pen was awarded approximately \$16M in competitive Tax Credit Financing for Chestnut Senior project. The project is going through the process of creating a parcel map and improvement plan check necessary to meet funding deadlines and close on all construction and permanent financing by November 27, 2017. Construction is anticipated to begin in December 2017.</p> <p>Application for the Tax Credit financing for Chestnut Family project will be submitted in March 2018.</p>	<p>Spring 2018</p>	<p>CDD</p>

ATTACHMENT 1

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	<p>2. Work with Mid Pen to identify Housing First units</p>	<p>Mid Pen is working with the City and will coordinate with the Livermore Housing Authority on developing referral systems and selection criteria for 10 homeless units within Chestnut Senior project and 5 homeless units in the Chestnut Family project.</p>	<p>Spring 2018</p>	<p>CDD</p>
	<p>3. Secure appropriate support services for Housing First units</p>	<p>Recruitment for the Homeless Outreach Specialist position is expected to be complete this Fall. The Specialist will secure support services to accomplish this action item.</p>	<p>Winter 2017-18</p>	<p>CDD</p>
	<p>C) Interfaith Housing</p>			
	<p>1. Work with Interfaith Housing to explore options and develop plans for an intergenerational multifamily affordable rental project</p>		<p>Winter 2017-18</p>	<p>CDD</p>
	<p>2. Identify and secure site appropriate for a 60-80 unit project</p>		<p>Winter 2017-18</p>	<p>CDD</p>
	<p>3. Develop plans for a 60-80 unit multifamily development</p>		<p>Spring 2018</p>	<p>CDD</p>
	<p>4. Develop regulatory and loan agreements</p>		<p>Spring 2018</p>	<p>CDD</p>
	<p>5. Identify and secure sources of outside funding for site acquisition</p>		<p>Spring 2018</p>	<p>CDD</p>
	<p>6. Provide Interfaith with financing for the acquisition and partial construction</p>		<p>Summer 2018</p>	<p>CDD</p>

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	7. Obtain project entitlements		Fall 2018	CDD
	8. Work with Abode housing to identify and secure appropriate services for the site		Fall 2018	CDD
	D) Site at 2047 First Street			
	1. Identify developer for a mixed-use retail/affordable housing project		Spring 2018	CDD
	2. Develop plans for a mixed-use affordable housing development		Summer 2018	CDD
	3. Take plans through entitlement		Fall 2018	CDD
	4. Identify and secure project financing		Fall 2018	CDD
2.	Site Acquisition and Rehabilitation	Status Update	Estimated Completion	Lead
	A) Work with the Livermore Housing Authority (LHA) on the rehabilitation of their units on Bluebell Ave, Chestnut Ave, and I Street with the goal of designating the units for use by homeless persons as part of the City's Housing First Program			

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	<ol style="list-style-type: none"> 1. Approve the loan and regulatory agreements for the sites 2. Develop final scope of rehabilitation work 3. Work with LHA to secure bank financing 4. Begin rehabilitation construction 5. Complete rehabilitation work 6. Identify appropriate level of support services 7. Identify eligible homeless persons to move into vacant units 	<p>There have been significant delays in approving the loan and regulatory documents that will allow for the rehabilitation work to begin. This delay is primarily due to the Livermore Housing Authority Board failing to act on the approval of the documents. Staff is working on alternative methods to force compliance.</p>	<p>Fall 2017</p> <p>Winter 2017-18</p> <p>Winter 2017-18</p> <p>Spring 2018</p> <p>Summer 2018</p> <p>Summer 2018</p> <p>Summer 2018</p>	<p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p>
<p>✓</p>	<p>B) Work with Housing Consortium of the Eastbay (HCEB) to identify and develop 3 projects to house persons who are homeless as part of the Housing First Program</p> <ol style="list-style-type: none"> 1. Identify existing multifamily unit projects 20 units or less for purchase 	<p>Worked with HCEB to secure the Vineyard Church site (460 North Livermore Ave.) for future development into 14-20 units of affordable housing with housing first units and on-site services to support homeless and the surrounding low income neighborhoods.</p>	<p>Completed</p>	<p>CDD</p> <p>CDD</p>

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	<ol style="list-style-type: none"> 2. Identify and secure sources of outside funding for acquisition and rehabilitation 3. Develop rehabilitation plan/scope of work 4. Work with Abode housing to identify and secure appropriate services 5. Provide HCEB with the financing for the acquisition and rehabilitation 6. Identify and secure outside financing for the project 7. Acquire the sites and begin rehabilitation 		<p>Winter 2017-18</p> <p>Spring 2018</p> <p>Spring 2018</p> <p>Spring 2018</p> <p>Spring 2018</p> <p>Fall 2018</p>	<p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p>
	<p>C) 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</p> <ol style="list-style-type: none"> 1. Work with Nonprofit developer to identify site for use in the development of a new construction rental multifamily project (20-40 units) to house persons who are homeless as part of the Housing First Program 	<p>Identified and currently in discussion with local non-profit housing developers, in partnership with local brokers, to identify potential sites and leverage City and County A-1 Bond funds to purchase the sites.</p>	<p>Summer 2017</p>	<p>CDD</p>

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	<ul style="list-style-type: none"> 2. Provide financing for the acquisition 3. Identify and secure sources of outside funding for acquisition/construction 4. Work with nonprofit to develop project plans and obtain project entitlements 5. Work with Abode housing to identify and secure appropriate services 	<p>Through the Affordable Housing Ordinance, secured a 30-unit site acquisition provision in the Summerhill Arroyo Vista neighborhood Development Agreement to facilitate the identification of future affordable housing sites valued at \$2.8M. Will seek properties to secure in summer 2018.</p>	<p>Winter 2017-18</p> <p>Winter 2017-18</p> <p>Spring 2018</p> <p>Fall 2018</p>	<p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p>
3.	Create affordable ownership opportunities	Status Update	Estimated Completion	Lead
	<p>A) Administer the City’s Inclusionary Housing Program</p> <ul style="list-style-type: none"> 1. Develop Inclusionary Housing agreements for Sonoma School site, Auburn Grove and Arroyo Vista developments 2. Create the buyer eligibility list for Sonoma School site, Central Crossing Development, Arroyo Vista, and Auburn Grove developments 	<p>Auburn Grove Low Income Housing Agreement (LIHA) is underway. Arroyo Vista Development LIHA is pending however; major deal points were approved in the project’s Development Agreement. Sonoma school site (Wayland) LIHA is complete.</p> <p>Buyer eligibility lists for the projects will be created through the annual Affordable Homeownership Program application process, conducted by Hello Housing. The next process for calendar year 2018 will be held in December 2017.</p>	<p>Summer 2017</p> <p>Winter 2017-18</p>	<p>CDD</p> <p>CDD</p>

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	<p>3. Work with Hello Housing to qualify buyers for The Vines, Central Crossing Development, and Meridian Station Townhomes</p> <p>4. Work with Hello Housing to qualify buyers for the Sonoma School site and Auburn Grove</p> <p>5. Provide appropriate financial assistance (Down Payment Assistance Program, Mortgage Credit Certificates) to eligible buyers</p> <p>6. Assist buyer and seller in completing the purchase transaction</p>	<p>The Affordable Homeownership eligibility list was created in January 2017. Hello Housing and City have identified eligible buyers for all of the Below Market Rate (BMR) homes.</p> <p>The City provided Down Payment assistance to two households. All buyers used Mortgage Credit Certificates.</p> <p>Six total units have been sold and all deadlines with the developers have been met.</p>	<p>Spring 2018</p> <p>Fall 2018</p> <p>Fall 2017- Fall 2018</p> <p>Winter 2017-18</p>	<p>CDD</p> <p>CDD</p> <p>CDD</p> <p>CDD</p>
	<p>B) Administer the City’s Down Payment Assistance Program</p> <p>1. Provide ten 2nd mortgage DPA loans to eligible low and moderate income homebuyers</p> <p>C) Identify outside resources that can be used to expand existing ownership programs and create new ones</p>	<p>Two homebuyers purchasing Below Market Rate units used City Down Payment Assistance funds.</p>	<p>Summer 2018</p>	<p>CDD</p>

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	<ol style="list-style-type: none"> 1. Apply for County Measure A bond funds for down payment assistance 2. Apply to State HCD/Cal Home for funds for down payment assistance 	<p>Working with Alameda County on the application process for the \$50M Down Payment Assistance portion of Measure A-1 funds. Staff participated in the selection process for the countywide provider. First round of Measure A-1 funds for Down Payment Assistance expected at the beginning of 2018.</p>	<p>Fall 2017</p> <p>Spring 2018</p>	<p>CDD</p> <p>CDD</p>
4.	Homeless services	Status Update	Estimated Completion	Lead
✓	<p>A) Work with Abode Housing on expanding existing outreach services through the coordinated point of entry program to the homeless</p> <ol style="list-style-type: none"> 1. Develop outreach program with Abode services 2. Secure coordinated entry service money from Alameda County 3. Assist in the funding of program 	<p>Staff is working with Abode to identify space and facilitate implementation of the East County Housing Resource Centers (HRC), which will bring in an additional \$400K for homeless outreach and housing resource coordination.</p> <p>Abode was awarded funds for the East County HRC in May 2017.</p>	<p>Winter 2017</p> <p>Completed</p> <p>Spring 2017</p>	<p>CDD</p> <p>CDD</p> <p>CDD</p>

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	<p>4. Provide outreach service to 20 homeless each year for the next two years</p>	<p>Hiring for the Homeless Outreach Specialist position is expected to be complete by Fall 2017. The Specialist will expand the outreach service program to meet this action item.</p>	<p>Fall 2017- Fall 2019</p>	<p>CDD</p>
	<p>B) Homeless Encampments</p> <p>1. Work with Neighborhood Preservation, Public Works, and Police Department to identify ways to reduce the number of encampments Citywide</p> <p>2. Work with Abode to expand outreach and services to persons living in encampments with the goal of moving ten persons out of the camps and into housing</p>	<p>Staff has collaborated to identify, target and clean up encampments through the following: proactive PD patrol in targeted areas, coordination with Crime Scene Cleaners to tailor appropriate clean-up, reached agreement with Zone 7 to allow access to and clean-up on their properties, and expanded the efforts of the Homeless Street Outreach team including providing the community with an online reporting tool.</p> <p>Staff is working with Abode Services to expand outreach services through the additional County Housing Resource Center (HRC) funding.</p>	<p>Fall 2017</p> <p>Fall 2017- Fall 2018</p>	<p>CDD</p> <p>CDD</p>
	<p>C) Work with Dublin, Pleasanton and the County to implement a coordinated point of entry program for our shelters and service providers and for the provision of homeless services in the City</p>			

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – AFFORDABLE HOUSING AND HOMELESSNESS: *Expand affordable housing opportunities and implement a Housing First Model to reduce homelessness.*

Action Items

	1. Identify location for the coordinated point of entry program	Underway primarily through initiation of the East County Housing Resource Center. Staff is working with Abode to set up a core HRC location in Livermore with satellite service locations in Pleasanton and Dublin.	Fall 2017- Winter 2017-18	CDD
	2. Work with the faith community and nonprofit service to fill service gaps and expand existing services	Through the Vineyard housing and services site development process, staff and Housing Consortium of the East Bay (HCEB) have begun engaging with the faith-based community to identify homeless support services that would be appropriate for the site, as well as program gaps that could be filled in other locations in the City.	Fall/Winter 2017	CDD
	3. Identify services needed		Winter 2017-18	CDD
	4. Work with nonprofit service providers and faith community to develop ways to fill these gaps		Winter 2017	CDD
	5. Secure program funding from Alameda County and State agencies		Spring 2018	CDD
	6. Provide Gap financing for services		Spring 2018	CDD
	7. Provide expanded services to at least 40 homeless persons over the next two years		Fall 2017- Fall 2018	CDD
D)	Work with the TriValley Haven on the funding of the rehabilitation of their two homeless shelters	Assessment underway. Scope of Work and budget to be completed by year-end.	Winter 2017-18	CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – ASSET MANAGEMENT: *Establish a comprehensive Asset Management Program, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

1.	Asset Identification & Condition Assessment	Status Update	Estimated Completion	Lead
	<p>A) Review initial findings of asset inventory and present potential prioritization methods and preliminary management strategy concepts to the City Council for the following asset classes:</p>			
✓	1. Walls	Staff provided a review of the findings of the asset inventory and prioritization methods for Decorative Walls at the March 27, 2017 Council Meeting. Council adopted the prioritization methodology.	Completed	PW
✓	2. Sidewalks and Pedestrian Ramps	Staff provided a review of the findings of the asset inventory and prioritization methods for Sidewalks and Pedestrian Ramps at the June 12, 2017 Council Meeting. Council adopted the prioritization methodology.	Completed	PW
	3. Artwork, Bridges & Curb/Gutter		Fall 2017	PW
	4. Parks, Landscape & Trails	The review and findings for Parks, Plazas, Trails and Landscape is scheduled for the October 9, 2017 Council Meeting.	Summer 2017	PW
✓	5. Streetlights & Traffic Controls	The review and findings for Traffic Signals, Streetlights and Traffic Signs was presented at the September 11, 2017 Council Meeting. Council adopted the prioritization methodology.	Completed	PW
	6. Storm Drains & Waterways		Fall 2017	PW

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – ASSET MANAGEMENT: *Establish a comprehensive Asset Management Program, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

	B) Complete Phase II agreement with Kayuga to complete additional inventory and assist in project implementation	Staff completed a supplemental agreement with Kayuga to complete the inventory of Las Positas Golf Course assets. The larger, Phase II assessment agreement with Kayuga will be completed in 2018.	Winter 2017-18	PW
	C) Issue a RFP for a tree inventory project aimed at locating and assessing all of the City's trees, including street trees		Spring 2018	PW
2.	Develop Asset Management Strategies, Policies, and Prioritization	Status Update	Estimated Completion	Lead
	A) Present refined management strategy options for each asset class and options for prioritizing the allocation of funds between asset classes to City Council	Staff has begun internal discussion and planning to determine a format and strategy for Council workshops and/or presentations to aid in the final prioritization and decision-making process.	Winter 2017-18	PW
	B) Council Workshop to prioritize available funding across asset classes		Spring 2018	PW
	C) Council adoption of Asset Management Policies		Summer 2018	PW
3.	Community Engagement	Status Update	Estimated Completion	Lead
	A) Continue Citizen's Asset Management Committee (CAMP) Meetings to obtain input on proposed management strategies and prioritization options	Staff has continued to meet monthly with the CAMP and has obtained input on prioritization and management strategies for each asset class. CAMP has also provided input on public outreach and is obtaining a booth at the Farmer's Market so CAMP members can share their perspective on the City's Asset Management Plan with the public.	Fall 2017	PW

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – ASSET MANAGEMENT: *Establish a comprehensive Asset Management Program, ensuring the community continues to receive vital services through a sustainable infrastructure strategy.*

Action Items

	B) Conduct public education and outreach with the goal of informing residents on the issues facing the City's assets and garnering input on a variety of possible solutions	Staff has begun internal discussions on a public outreach plan, including the potential use of an outreach consultant.	Summer 2018	PW
4.	Data Management and Improvement	Status Update	Estimated Completion	Lead
	A) Establish data hierarchy, enter initial asset inventory data into work management software and perform gap analysis to identify missing data and future data needs		Winter 2018-19	PW
	B) Continue to improve data related to assets by collecting more inventory and assessment information as needed and update work management software	Staff and Kayuga Consultant have continued to collect additional data to further describe the condition of various City assets. The latest effort in early September 2017 will be to inspect Las Positas Golf Course facilities.	Ongoing	PW

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL- DISASTER PREPAREDNESS AND PUBLIC SAFETY: *Expand the use of technology, enhancing public safety and improve disaster preparedness, ensuring staff and community emergency readiness.*

Action Items

1.	Disaster Preparedness Planning	Status Update	Estimated Completion	Lead
✓	A) Complete update of EOC Organization Chart	Updated EOC Organization Chart to identify key personnel, for each position, including back-up personnel.	Completed	CMO/LPFD
	B) Update Emergency Operations Plan	Staff is finalizing Emergency Operations Plan. It will be reviewed by Council in Winter 2017-18.	Winter 2017-18	LPFD
	C) Develop plan to update and produce new annexes to the Emergency Operations Plan		Spring 2018	LPFD
	D) Complete Local Hazard Mitigation Plan	Staff is meeting monthly and coordinating with Pleasanton, Dublin, DSRSD and the consulting firm of Tetra Tech to develop a Tri-Valley Hazard Mitigation Plan.	Spring 2018	CDD/LPFD
	E) Complete Disaster Debris Management Plan		Spring 2019	PW
	F) Develop standing orders and contracts for specialized equipment, services, and resources that may be needed during a disaster	Staff is currently working on a disaster procurement policy and pricing schedule, including pre-negotiated contracts for equipment, services and related agreements.	Fall 2017	PW/CAO/ ASD
2.	Disaster Preparedness Staff Training	Status Update	Estimated Completion	Lead
	A) Develop comprehensive Disaster Preparedness Training Plan for all staff	EOC position specific training, and a training tracking method for all staff training, have been identified. Implementation of EOC training plan began in September 2017. Work on the plan for all staff training is underway with internal meetings. First steps include brown-bag lunches and will be begin October 2017.	Summer 2017	CMO/LPFD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL- DISASTER PREPAREDNESS AND PUBLIC SAFETY: *Expand the use of technology, enhancing public safety and improve disaster preparedness, ensuring staff and community emergency readiness.*

Action Items

	B) Implement comprehensive Disaster Preparedness training for City Executive Team and other EOC staff	Sent first group of 15 staff to an intensive four-day Cal Office of Emergency Services CSTI (California Specialized Training Institute) training in September 2017. Additional staff will attend the next CSTI session in spring of 2018.	Fall 2017 Winter 2017-18	CMO/LPFD
	C) Complete Disaster Service Worker training for all staff and City Council		Winter 2018-19	CMO/LPFD
	D) Conduct training for City Council on their role in a disaster		Winter 2018-19	CMO/LPFD
3.	Community Disaster Preparedness Education	Status Update	Estimated Completion	Lead
	A) Develop Community Disaster Preparedness Education Plan, including community outreach and expanded CERT trainings		Winter 2017-18	LPFD
	B) Implement Community Disaster Preparedness Education Plan		Summer 2018	LPFD
4.	Emergency Operations Center Upgrade	Status Update	Estimated Completion	Lead
	A) Evaluate technology in current EOC and update as needed	The current EOC has a limited number of functional phone lines (analog, VoIP and Satellite), computers with basic Microsoft office software. Staff is in the process of contracting with a company for emergency management software (item 4.B, below) that will significantly improve and enhance technology and capabilities in the EOC. Staff is exploring options for additional ways to improve response, including mobile/scalable EOC equipment (i.e., EOC in a Box).	Fall 2017	LPFD/IT

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL- DISASTER PREPAREDNESS AND PUBLIC SAFETY: *Expand the use of technology, enhancing public safety and improve disaster preparedness, ensuring staff and community emergency readiness.*

Action Items

	B) Acquire and implement emergency management software	Staff has identified an appropriate emergency management software and is currently in process of coordinating with Pleasanton on the details of the contract.	Winter 2017-18	LPFD/IT
	C) Provide final review and finalize bid process for EOC layout and equipment	Design is complete. Bids will be opened in Fall 2017.	Fall 2017	CDD/LPFD/IT
	D) Complete demolition of existing building to be replaced by new Community Meeting Hall/EOC		Winter 2017-18	CDD
	E) Begin construction of new Community Meeting Hall/EOC		Spring 2018	CDD
	F) Complete construction of new Community Meeting Hall/EOC		Spring 2019	CDD
5.	Expand Use of Technology for Public Safety	Status Update	Estimated Completion	Lead
	A) Add 2 mobile Automatic License Plate Readers (ALPR) systems per Area Command	Staff is currently identifying locations in individual Area Command areas.	Fall 2017	PD
	B) Add fixed ALPR systems at 50 percent of all City entrance points	Staff is currently identifying locations and determining if proposed traffic signals and power poles for mounting are City owned, and if not determining responsible state entity and discussing approval to mount ALPRs.	Spring 2018	PD
	C) Add additional Community Safety Cameras at strategic locations throughout the City	Staff met with possible vendor for demonstration. Securing several cameras for testing and evaluation. Identifying areas in the City.	Fall 2018	PD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL- DISASTER PREPAREDNESS AND PUBLIC SAFETY: *Expand the use of technology, enhancing public safety and improve disaster preparedness, ensuring staff and community emergency readiness.*

Action Items

	D) Add fixed ALPR systems at the remaining 50 percent of all City entrance points	Identifying locations and determining if proposed traffic signals and power poles for mounting are City owned, and if not determining responsible state entity and discussing approval to mount ALPRs.	Spring 2019	Police
6.	Traffic Behavior and Enforcement	Status Update	Estimated Completion	Lead
	A) Hire Part Time Limited Duration Traffic Engineer to oversee comprehensive citywide traffic behavioral analysis	Based on budgetary constraints this goal will be completed utilizing a combination of existing staff and consultant services.		CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

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.	Steering Committee/Community Outreach	Status Update	Estimated Completion	Lead
✓	A) Issue Request for Proposal (RFP), interview, and select outreach/planning consultant	City Council authorized issuance of an RFP for a consultant to facilitate the Downtown Steering Committee on February 27, 2017. On April 24 th , the City Council authorized an agreement with PlaceWorks to act as a facilitator for the Downtown Steering Committee and assist with the implementation of the Council's selected public outreach program.	Completed	CDD
✓	B) Convene Steering Committee	On April 10, 2017, the City Council adopted Resolution 2017-041 confirming the formation of the Steering Committee, the appointment of its members, and establishing its duties and responsibilities.	Completed	CDD
✓	C) Steering Committee to develop community outreach program on hotel	The Steering Committee met eight times from April through June. At the June 29 meeting, the Steering Committee reviewed and agreed to forward the Public Engagement Plan to the City Council.	Completed	CDD
	D) Conduct community outreach with hotel focus	Outreach began in September 2017.	Summer 2017	CDD
	E) Provide community outreach report back to City Council on hotel	The report back to the City Council is planned for late November 2017.	Fall 2017	CDD
✓	F) Steering Committee to develop community outreach program on catalyst sites	At the June 29, 2017 meeting, the Steering Committee reviewed and agreed to forward the Public Engagement Plan for the catalyst sites to the City Council.	Completed	CDD
	G) Conduct community outreach on remaining catalyst site areas	Outreach and engagement on the catalyst sites began in September.	Fall 2017	CDD
	H) Provide community outreach report to City Council on remaining catalyst sites		Fall 2017	CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

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

2.	Finance Committee	Status Update	Estimated Completion	Lead
✓	A) Finance Sub-Committee to review City budget and financing mechanisms for downtown improvements	The Finance Sub-committee worked with staff and consultants to review budget and finance mechanisms for downtown and their work was forwarded to the Downtown Steering Committee.	Completed	ASD
✓	B) Finance Sub-Committee to review cost estimates for construction, operation, and maintenance of downtown improvement alternatives	The Finance Sub-Committee reviewed cost estimates for maintenance and construction and a final report was prepared by NBS consultants.	Completed	ASD
✓	C) Finance Sub-Committee to provide report back to Council on financing recommendations for downtown improvements	The results of the Finance Sub-Committee work were forwarded to the Council for review at the joint meeting with the Downtown Steering Committee on August 7, 2017.	Completed	ASD
3.	Hotel	Status Update	Estimated Completion	Lead
	A) Council to confirm preferred characteristics for hotel (location, size, amenities, etc.)	These characteristics will be discussed during public outreach and staff will look for Council direction when the outreach report returns to Council in late November 2017.	Fall 2017	CDD
	B) Hotel developer to submit hotel concept plans for City Council review and direction		Fall 2017	CDD
	C) Council approval of hotel disposition and development agreement		Winter 2017-18	CDD
	D) Planning Commission/City Council review of entitlement plans for hotel		Winter 2017-18	CDD
	E) Hotel begins construction		Fall 2018	CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

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

	F) Hotel opens for business		Fall 2019	CDD
4.	City Catalyst Sites	Status Update	Estimated Completion	Lead
	A) City Council to confirm preferred land uses and characteristics for catalyst sites		Winter 2017-18	CDD
	B) City Council to confirm preferred site plan and land use concept		Spring 2018	CDD
	C) Issue RFP for developer(s) selection		Summer 2018	CDD
	D) City Council to select preferred developer for downtown project		Summer 2018	CDD
	E) City Council approval of Disposition and Development Agreement		Summer 2018	CDD
	F) Entitlement plans submitted for downtown improvements		Fall 2018	CDD
	G) Planning Commission/City Council review and approval of downtown entitlement plans		Winter 2018-19	CDD
	H) Downtown improvements begin construction		Summer 2019	CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

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

5.	Parking and Circulation	Status Update	Estimated Completion	Lead
✓	A) Provide report to Council on I Street parking garage options	Six I Street Parking Garage alternatives were presented to City Council on April 24, 2017.	Completed	CDD
	B) Select preferred plan for I Street garage	City Council selected two alternatives for further study. Detailed information for the two I Street Parking Garage alternatives will be provided to City Council in Fall 2017.	Fall 2017	CDD
	C) Acquire land for I Street garage, if necessary	City's right-of-way agent has contacted potential impacted property owners. Final acquisition will proceed once Council selects preferred alternative in Fall 2017.	Spring 2018	CDD
	D) Approval of entitlement plans for I Street garage		Fall 2018	CDD
	E) Begin construction on I Street garage		Summer 2018	CDD
	F) Complete construction of I Street garage		Fall 2019	CDD
	G) Analyze Livermore Village parking alternatives		Spring 2018	CDD
	H) Council selection of preferred parking option for Livermore Village site		Spring 2018	CDD
	I) Approval of entitlement plans for Livermore Village parking		Winter 2018-19	CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

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

	J) Implement short term parking strategies from the Parking Management Plan, e.g. shared parking agreements	Staff has implemented the following strategies: updated parking time limits, added ADA compliant parking spaces, added short-term drop off zones in front of the Bankhead Theater, added diagonal parking on the west end of First Street. Staff and the consultant are currently exploring shared parking strategies with local businesses, with a report back to Council expected in Winter 2017-18.	Ongoing	CDD
6.	Small Projects – Shade/Lights/Livermorium	Status Update	Estimated Completion	Lead
	A) Shade Project at Shea Stage/Bankhead Plaza 1. Issue RFP and select consultant 2. Develop and evaluate options and obtain community feedback 3. Council selection of preferred shade project option	This project is not funded in the current budget cycle of the 2017-2019 Capital Improvement Plan. Staff will work with a landscape architect to explore options for Council consideration.	Spring 2019 Summer 2019 Fall 2019	CDD CDD CDD
✓	B) Downtown Lighting Options 1. Identify options for downtown lighting improvements	Issued RFPs, interviewed consultants and selected Kimley Horn and Associates to study existing conditions and propose options. Consultant has developed an inventory of existing street lights and updated City's Geographic Information Systems (GIS) with this information. A lighting level analysis has been conducted and preliminary lighting recommendations have been submitted.	Completed	CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

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

	2. Obtain public feedback on lighting options	A public night walk was conducted on September 14, 2017. Staff will also be making presentations to Livermore Downtown, Inc. and gathering input at Farmer's Markets in the Fall.	Fall 2017	CDD
	3. City Council approval of lighting project		Winter 2017-18	CDD
	4. Installation of lighting improvements		Spring 2018	CDD
	C) Livermorium plaza design	Alternatives presented to Council on April 24, 2017. Council requested that staff analyze design modifications and report back with updated information. City will prepare site remediation plans and negotiate the remediation costs with Chevron. The schedule is to design the remediation (Fall 2017 to Summer 2018) and complete the remediation project by Fall 2018.	Winter 2017-18	CDD
	1. City Council direction on Livermorium plaza design approach		Summer 2018	CDD
	2. Planning Commission and Council review of design plans and Council approval of budget		Fall 2018 - Spring 2019	CDD
	3. Construction of plaza improvements		Spring 2018	CDD
	4. Negotiation with Chevron on remediation costs			
7.	Infill Parcels	Status Update	Estimated Completion	Lead
✓	A) Evaluate barriers	Based on Council direction, staff identified parking cost barriers as a significant factor for downtown infill parcels.	Completed	CDD
✓	B) Propose strategies	Staff prepared an infill incentives program to reduce parking in-lieu costs for targeted infill parcels in the heart of downtown. This draft program was reviewed by the Planning Commission and Council in Spring 2017.	Completed	CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

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

✓	C) Implement strategies	The City Council approved a downtown incentive program on July 24, 2017. Currently, one developer is pursuing a project that will take advantage of this program.	Completed	CDD
8.	Historic Process and Standards	Status Update	Estimated Completion	Lead
	A) Evaluate review process and standards		Spring 2018	CDD
	B) Meet with stakeholders		Summer 2018	CDD
	C) Develop revisions to process standards		Fall 2018	CDD
	D) Adoption of new processes and standards		Winter 2018-19	CDD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – INNOVATION AND ECONOMIC DEVELOPMENT: *Encourage an innovation-driven economy, supporting revenue-generating businesses, high-quality jobs, and entrepreneurs.*

Action Items:

	2. Targeted marketing efforts to recruit desired industries, including the development of sector-specific marketing materials.	See Action Item 1.B, above.	Summer 2018	OIED
	D) Support Lawrence Livermore and Sandia National Laboratories efforts to develop the Livermore Valley Open Campus (LVOC) through advocacy with federal and state agencies, engagement with potential industry and academic partners, and planning for impacts of LVOC build out.	LVOC development efforts continue during administration changes in Washington, and the labs continue to explore development options for the High-Performance Computing Innovation Center (LLNL) and CREATE Building (Sandia). LLNL is also preparing to open its new Advanced Manufacturing Laboratory which will offer collaborative research opportunities with industry and academic partners.	Ongoing	OIED
2.	Business Attraction and Retention	Status Update	Estimated Completion	Lead
	A) Facilitate the relocation, retention, and expansion of businesses in Livermore	Completed relocation assistance for Gillig and Toyota Materials Handling. Ongoing assistance for FM Industries and Dräxlmaier.	Ongoing	OIED
	B) Develop a Livermore Economic Development Strategic (EDS) Plan.	Staff is consulting with other ED professionals that have developed an EDS Plan to identify best practices in developing the Plan and scope of work and to aid in identifying potential consultants and work samples. Selection of consultant is expected by end of Fall 2017.	Winter 2017-18	OIED
	C) Evaluate current data transfer and broadband capabilities and deficiencies.	Staff is working with the chamber, i-GATE members and neighboring cities' economic development staff to determine current and future business needs. Evaluation is expected to be complete in early 2018. Once evaluation is complete, staff will engage broadband providers and target areas of the city for enhanced service.	Winter 2017-18	OIED

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – INNOVATION AND ECONOMIC DEVELOPMENT: *Encourage an innovation-driven economy, supporting revenue-generating businesses, high-quality jobs, and entrepreneurs.*

Action Items:

	D) Evaluate and adjust current permitting and related development impact fees with the goal of minimizing business expansion impediments.		Spring 2018	CDD/OIED
	E) Update and expand the City’s economic development website.	The City-wide Communications Team is gathering data and information and coordinating with local and regional partners in making updates and improvements to the City economic development web pages.	Winter 2017-18	OIED
3.	Workforce Development and Attraction	Status Update	Estimated Completion	Lead
	A) Develop and market a database which tracks Tri-Valley workforce and jobs (business type) demographics.	Data sources for this project have been identified and will receive additional focus in the Tri-Valley Rising report update being commissioned by Innovation Tri-Valley.	Winter 2017-18	OIED
	B) Organize and facilitate four career fairs and recruitment events to connect employers to their potential workforce;	Conducted Manufacturing Careers Hiring event and 2 Tri-Valley Regional Job Fairs in Spring 2017. Upcoming Tri-Valley Manufacturing Day is scheduled for October 6, 2017.	Fall 2017 & Spring 2018	OIED

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – INNOVATION AND ECONOMIC DEVELOPMENT: *Encourage an innovation-driven economy, supporting revenue-generating businesses, high-quality jobs, and entrepreneurs.*

Action Items:

	C) Facilitate training programs in targeted industry sectors to tailor the skills of our resident workforce to better match currently expanding and future job opportunities.	Tri-Valley Manufacturing Day event, scheduled for October 6, 2017, also connects educational institutions with local advanced manufacturers to facilitate and promote training programs that are designed to develop skills that better match job opportunities in high tech manufacturing. Livermore Host businesses that have confirmed hosting facility tours include Gillig, Topcon, Bakefresh, Lam Research, and EIS.	October 2017 & March 2018	OIED
4.	Tourism Attraction and Promotion	Status Update	Estimated Completion	Lead
	A) Develop a Shopping and Dining Campaign Initiative to promote shopping and dining in Livermore.	Identified partners in developing the Shopping and Dining Initiative. Partners include the outlets, Winegrowers Association, and Livermore Downtown, Inc. A shopping and dining guide is expected to be completed by Fall 2017.	Summer & Fall 2017	OIED
	B) Support at least three tourism attraction partners through sponsorships, membership and active participation.	Sponsorship grants have been awarded to Livermore Downtown Inc., Livermore Winegrowers Association, and the Livermore Chamber. We are also supporting Visit Tri-Valley through our membership and Board participation in the Tourism Marketing District.	Summer 2017 & Summer 2018	OIED
	C) Develop a tourism-related outreach, marketing and branding campaign and connect tourism-related business owners and professionals with resources to help them succeed.	Livermore Hospitality website featuring concierge videos is now live and can be used by tourism-related businesses. Next step will be broad promotion through partner organizations including Visit Tri-Valley.	Summer 2017 & Summer 2018	OIED

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – LONG-TERM FINANCIAL STABILITY: *Implement sound financial practices to sustain the City's long-term financial viability.*

Action Items

1.	Fee Study	Status Update	Estimated Completion	Lead
✓	A) Conduct a fee study to evaluate the current fees and set fees at appropriate levels supportable by data	Council adopted a fee study at September 2017 City Council Meeting.	Completed	ASD
2.	Debt Policy	Status Update	Estimated Completion	Lead
	A) Develop an appropriate Debt Policy to provide guidance on Debt Issuance and Management		Winter 2017-18	ASD
✓	B) Monitor interest rates and explore refinancing options related to the City's variable rate debt	Letter of Credit was renewed in March 2017.	Completed	ASD
3.	Compensation Policy	Status Update	Estimated Completion	Lead
	A) Replace existing outdated Compensation Policy	With labor negotiations completed, the compensation policy study is underway. Next steps is a meet and confer with bargaining units.	Winter 2017-18	ASD
4.	Financial Software Update	Status Update	Estimated Completion	Lead
	A) Transition City's financial software from outdated legacy system to modern web-based technology	Transition of the City's financial software began in August 2017. Majority of work will occur October thru December.	Winter 2017-18	ASD

FY 2017-19 CITY COUNCIL PRIORITIES REPORT

GOAL – LONG-TERM FINANCIAL STABILITY: *Implement sound financial practices to sustain the City's long-term financial viability.*

Action Items

5.	Core Services Alignment with General Fund Resources	Status Update	Estimated Completion	Lead
	A) Identify non-core services impacting General Fund resources (i.e., golf, downtown, and historic resources) and develop sustainable funding strategies for each	Staff is currently reviewing Golf and Horizon programs.	Fall 2019	ASD
6.	Infrastructure Repair and Replacement Funding	Status Update	Estimated Completion	Lead
	A) Develop a sustainable funding strategy necessary to provide resources for the ongoing task of infrastructure repair and replacement		Winter 2017-18	ASD

ADJOURNMENT

TO A REGULAR CITY COUNCIL MEETING

MONDAY, NOVEMBER 13, 2017

7:00 PM

**COUNCIL CHAMBERS
3575 PACIFIC AVENUE
LIVERMORE**