



CITY COUNCIL REGULAR MEETING AGENDA OCTOBER 6, 2020

OPEN SESSION:

7:00 P.M.

NOTICE: IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20, WHICH SUSPENDED CERTAIN REQUIREMENTS OF THE BROWN ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA TELECONFERENCE BY CALLING (605) 468-8002, ACCESS CODE NUMBER 156811# AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

ADDITIONALLY, THE MEETING WILL BE STREAMED ON YOUTUBE LIVE

https://www.youtube.com/channel/UCB_ZmQZIHlH-ECEPZ2VwZg

(Some Councilmembers may be participating in the meeting remotely via teleconferencing consistent with the Governor's Executive Order N-29-20.)

Notice is hereby given that the City Council will hold a Regular Meeting on October 6, 2020, at the City Council Chambers, 1416 C Street, Livingston, California or conducted pursuant to the provisions of the Governor's Executive Order N-29-20. Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the Deputy City Clerk at least 24 hours prior to this meeting at (209) 394-8041, Ext. 121. Any writings or documents pertaining to an Open Session item provided to a majority of the members of the legislative body less than 72 hours prior to the meeting shall be made available for public inspection by email if requested. The Open Session will begin at 7:00 p.m. The agenda shall be as follows:

REGULAR MEETING

CALL TO ORDER

Next Resolution No.: 2020-58

Next Ordinance No.: 643

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

Changes to the Agenda.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

City Staff Announcements and Reports.

City Manager Announcements and Reports.

City Council Members' Announcements and Reports.

Mayor's Announcements and Reports.

CITIZEN COMMENTS

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS (3 MINUTES) AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20

This section of the agenda allows members of the public to address the City Council on any item NOT otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, and identify themselves. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening. For items which are on the agenda this evening members of the public will be provided an opportunity to address the City Council as each item is brought up for discussion.

CONSENT AGENDA

Items on the Consent Calendar are considered routine or non-controversial and will be enacted by one vote, unless separate action is requested by the City Manager or City Council Member. There will be no separate discussion of these items unless members of the City Council or City Manager request that specific items be removed.

1. Approval of Warrant Register Dated October 1, 2020.
2. Denial of Claim for Damages from Javier Rodriguez.
3. Resolution Approving an Agreement with Gardland Inc. for Comprehensive Roofing Materials and Support Services and Authorizing the City Manager to Execute Agreement.
4. Resolution Authorizing Submittal of 2020 CalHome Application.

DISCUSSION AND POTENTIAL ACTION ITEMS

5. Discussion Regarding Recent Approval of Site Plan and Design Review 2020-03, for Construction of Two Duplexes at 849 Prusso Street, Jose Martinez; APN: 024-162-011.

6. Discussion and Potential Direction Regarding Tobacco Regulations to Reduce Youth Tobacco Access and Use in the City.
7. Resolution Authorizing the Implementation of the Reserve Officers Program and Related Budget Amendments.
8. Resolution Approving an Amendment to an Agreement with West Coast Consultants, Inc. (WC3) for Building Department Support Services to Extend the Agreement for an additional three (3) years, and Authorizing the City Manager to Execute Amendment.
9. Resolution Accepting the bid for Audio and Visual Upgrades/Replacement in the City Council Chambers and Authorize the City Manager to Sign a Proposal on Behalf of the City of Livingston.
10. Discussion Regarding Conducting Council Meetings Physically Closed to the Public Due to COVID-19 and Pursuant to Governor's Executive Order N-29-20.

ADJOURNMENT

STAFF REPORT

AGENDA ITEM: Approval of Warrant Register dated October 1, 2020

MEETING DATE: October 6, 2020

PREPARED BY: Nancy Fuentes, Sr. Account Clerk

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Approve warrant register dated October 1, 2020

DISCUSSION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Livingston covering obligations to be paid during the period of:

September 11, 2020- October 1, 2020

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

**IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:**

GENERAL WARRANTS.....	\$ 539,366.92	3216-3307
PAYROLL/WIRE WARRANTS.....	\$ 301,182.10	1381-1396
TOTAL WARRANTS.....	\$ 840,549.02	

ATTACHMENTS:

Accounts payable checks by date, summary by check number register.

Accounts Payable

Checks by Date - Detail by Check Date

User: nfuentes
 Printed: 10/1/2020 4:57 PM



City of Livingston
 1416 C Street
 Livingston, CA 95334

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
3216	BANKCARE	Bank of America Business Card	09/22/2020	
	DS001	Statement of Information Filing		25.00
	DS002	Uniform Cleaning/ Chief Soria		4.10
	HB001	Audio/Video Cables		88.37
	HB002	Adobe Membership		24.99
	JB001	Amazon Prime- Jacquie		14.00
	JB002	Chalk for Art Contest		68.92
	JR001	Zoom Video used for Council Meeting		149.90
	JR002	Annual Card Fee		25.00
	TA001	Amazon Prime- PW		14.00
Total for Check Number 3216:				414.28
3217	276	Livingston True Value	09/22/2020	
	B690036	Post Hole Digger- Streets		71.10
	B690058	(Covid-19)4 Boxes of Latex Gloves		83.84
	B690395	Toilet & Sink repair seal tape & joint ext tube		11.94
	B690752	Key Made for Well 17		3.54
	B691405	Well 17 Nipples extractor for Chlorine pump		5.74
	B691542	Nails for Rose Garden		2.44
	B691936	Key made for treatmet well		2.31
	B692549	Keys made for Max Fosters Restroom		4.29
	B692552	Adhesive for Plack at Museum		23.68
	B692877	Keys for PD		4.60
	B692879	Tools for Rose Garden		133.56
	C233739	(Covid-19) 2 Boxes of Gloves		41.93
	C234396	Toilet & Sink repair braker kit		13.21
	C234414	Locking Pliers for Sink & toilet repair-child repa		21.45
	C235898	Plastic Clear Liner Council Chambers Pillers		27.97
	C235947	Plastic Clear Liner Council Chambers Returned		-27.97
	C235952	Tie Wire for Council Chambers Pillars		4.09
	C236001	10- 2XL Latex Gloves		19.29
	C236001	10- 2XL Latex Gloves		19.28
	C236001	10- 2XL Latex Gloves		19.29
	C236001	10- 2XL Latex Gloves		19.28
	C236001	10- 2XL Latex Gloves		19.29
	C236001	10- 2XL Latex Gloves		19.29
	C236001	10- 2XL Latex Gloves		19.29
	C236001	10- 2XL Latex Gloves		19.29
	C236001	10- 2XL Latex Gloves		19.29
	C236558	Ice Machine Hose Electric Plug and Extension c		14.72
	C236962	3 Locks to chain up soccer Post		31.26
	C237334	PVc for Drinking fountain relocation at Joseph C		14.91
	C237477	Trowel dry corn tool ultiility lighter		48.55
	C237827	Water Cooler		17.23
	C237854	Rake for Parks		15.07
	C237934	Picture Hanging hardware		0.80
	C238293	Blue PVC cement Coupling adapters bushing fo		74.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	C238331	Rubber Gromets for Sewer veh 18-77		4.70
	C238550	PVC coupling for Alvernaz field and Mem Park		2.14
	C239482	Key made for treatmet well		4.37
	C239484	Hedge Trimer - Pw'		34.47
	C239779	Sewer-Duct tape & Plumbers Putty		9.85
	C240189	New backflow install- Water		25.80
	C240331	Treatment for installment of plack at museum		2.44
	C240481	Drill Pump to Move Chemical-water		8.11
	C241152	Keys for PD		0.82
	C241536	Epoxy for plaque at museum		6.45
Total for Check Number 3217:				936.67
3218	393	State of California	09/22/2020	
	Held 09/20/20	200000000434371 & 200000001251470 PR End		512.76
	Held 09/20/2020	Aguilar 0999010753-01 PP Ending 09/19/20		133.11
	Held 09/20/2020	200000000470014/FIPS Code 060 PR Ending 09/19/20		1,297.84
	Held 9/20/20	Case 0993764321-01 Mejia PR Ending 09/19/20		246.15
Total for Check Number 3218:				2,189.86
3219	277	Valley Farm Supply Stores, Inc.	09/22/2020	
	OFF16183642	Generator welder base paint		14.84
	OFF1L182504	Cam Lock bushing PVC adapter for Well 16		28.30
	OFF1L182523	Stihl Spool		0.18
	OFF1L182523	Stihl Spool		0.16
	OFF1L182523	Stihl Spool		4.31
	OFF1L182523	Stihl Spool		1.76
	OFF1L182523	Stihl Spool		0.04
	OFF1L182523	Stihl Spool		0.09
	OFF1L182523	Stihl Spool		2.75
	OFF1L182523	Stihl Spool		3.62
	OFF1L182523	Stihl Spool		1.32
	OFF1L182523	Stihl Spool		0.79
	OFF1L182523	Stihl Spool		1.75
	OFF1L182523	Stihl Spool		1.93
	OFF1L182523	Stihl Spool		0.45
	OFF1L182523	Stihl Spool		1.53
	OFF1L182523	Stihl Spool		0.29
	OFF1L182523	Stihl Spool		1.12
	OFF1L182523	Stihl Spool		1.87
	OFF1L182523	Stihl Spool		9.30
	OFF1L182523	Stihl Spool		1.43
	OFF1L182523	Stihl Spool		1.14
	OFF1L182523	Stihl Spool		48.48
	OFF1L182523	Stihl Spool		2.61
	OFF1L182523	Stihl Spool		0.48
	OFF1L182523	Stihl Spool		0.12
	OFF1L182523	Stihl Spool		0.55
	OFF1L182523	Stihl Spool		2.42
	OFF1L182523	Stihl Spool		6.49
	OFF1L182527	Nut Slip for Sink Repair @ CDC		2.14
	OFF1L182578	Fluid Starting		5.32
	OFF1L182585	Spare key for Senior Center		2.14
	OFF1L182621	Water hose to replace ends at well 16		5.59
	OFF1L182671	Repair coupling & Compressin coupling for Ark		15.06
	OFF1L182785	6 inch ladder for shop		107.74
	OFF1L183015	Spray paint for Pillars (COVID-19_		6.45
	OFF1L183193	Gloves for PW		24.78
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		2.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		5.20
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		1.39
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		4.52
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		4.23
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		1.62
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		12.78
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		3.30
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		5.53
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		1.34
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		0.84
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		0.11
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		3.36
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		7.70
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		3.90
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		5.70
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		19.16
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		7.14
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		0.48
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		5.18
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		10.70
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		0.36
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		0.27
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		8.12
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		27.46
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		143.26
	OFF1L183267	Stihl Trimmer & Stihl Edger Blade		0.52
	OFF1L183289	Gloves for Admin		17.23
	OFF1L183394	Marking paint for drinking fountain @ JG		28.40
	OFF1L183414	Measuring pitcher		11.99
	OFF1L183484	Dust mask sand paper spray paint for drinking fo		68.88
	OFF1L183732	Bushing used for backflow install @ JG Park		2.57
	OFF1L183814	Cuf off disc used to restore drinking fount		24.97
	OFF1L183871	Glue Adhesive for Drinking fountain @ JG Park		10.32
	OFF1L184098	Paint rollers-street		19.36
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		0.71
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		0.19
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		5.71
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		4.11
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		0.45
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		3.04
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		14.66
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		0.06
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		0.26
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		2.95
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		1.76
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		2.26
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		4.33
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		3.81
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		0.75
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		10.23
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		0.14
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		2.08
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		1.25
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		6.84
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		2.78
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		2.76
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		1.79
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		2.41
	OFF1L184170	Spark Plugs for weedeater blowers Primer push c		0.28

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF1L184170	Spark Plugs for weedeater blowers Primer push		0.86
	OFF1L184373	Bibb hose for faucet replacement		10.34
	OFF1L184496	Paint rollers-street		51.87
	OFF1L184721	Chain Oil for Chain Saw		6.28
	OFF1L184721	Chain Oil for Chain Saw		13.09
	OFF1L83505	Zipties for Max Foster Park		64.54
	OFF2L149842	Gas Oil Mix for LMDs		2.19
	OFF2L149842	Gas Oil Mix for LMDs		5.39
	OFF2L149842	Gas Oil Mix for LMDs		3.24
	OFF2L149842	Gas Oil Mix for LMDs		3.42
	OFF2L149842	Gas Oil Mix for LMDs		0.36
	OFF2L149842	Gas Oil Mix for LMDs		3.01
	OFF2L149842	Gas Oil Mix for LMDs		0.15
	OFF2L149842	Gas Oil Mix for LMDs		0.99
	OFF2L149842	Gas Oil Mix for LMDs		2.18
	OFF2L149842	Gas Oil Mix for LMDs		8.07
	OFF2L149842	Gas Oil Mix for LMDs		0.68
	OFF2L149842	Gas Oil Mix for LMDs		0.11
	OFF2L149842	Gas Oil Mix for LMDs		0.22
	OFF2L149842	Gas Oil Mix for LMDs		1.41
	OFF2L149842	Gas Oil Mix for LMDs		0.59
	OFF2L149842	Gas Oil Mix for LMDs		0.20
	OFF2L149842	Gas Oil Mix for LMDs		4.50
	OFF2L149842	Gas Oil Mix for LMDs		11.57
	OFF2L149842	Gas Oil Mix for LMDs		1.39
	OFF2L149842	Gas Oil Mix for LMDs		2.40
	OFF2L149842	Gas Oil Mix for LMDs		2.33
	OFF2L149842	Gas Oil Mix for LMDs		1.90
	OFF2L149842	Gas Oil Mix for LMDs		1.64
	OFF2L149842	Gas Oil Mix for LMDs		1.78
	OFF2L149842	Gas Oil Mix for LMDs		0.56
	OFF2L149885	Adapter Socket & self drill for transformer at tan		0.05
	OFF2L149897	Weed Eater string spools		12.91
	OFF2L149897	Weed Eater string spools		6.82
	OFF2L149897	Weed Eater string spools		1.84
	OFF2L149897	Weed Eater string spools		1.61
	OFF2L149897	Weed Eater string spools		0.17
	OFF2L149897	Weed Eater string spools		1.97
	OFF2L149897	Weed Eater string spools		1.17
	OFF2L149897	Weed Eater string spools		0.19
	OFF2L149897	Weed Eater string spools		9.77
	OFF2L149897	Weed Eater string spools		1.50
	OFF2L149897	Weed Eater string spools		2.54
	OFF2L149897	Weed Eater string spools		1.39
	OFF2L149897	Weed Eater string spools		3.81
	OFF2L149897	Weed Eater string spools		0.58
	OFF2L149897	Weed Eater string spools		1.19
	OFF2L149897	Weed Eater string spools		0.13
	OFF2L149897	Weed Eater string spools		0.30
	OFF2L149897	Weed Eater string spools		2.74
	OFF2L149897	Weed Eater string spools		0.50
	OFF2L149897	Weed Eater string spools		2.03
	OFF2L149897	Weed Eater string spools		0.83
	OFF2L149897	Weed Eater string spools		0.48
	OFF2L149897	Weed Eater string spools		1.85
	OFF2L149897	Weed Eater string spools		0.10
	OFF2L149897	Weed Eater string spools		4.53
	OFF2L149897	Weed Eater string spools		0.04
	OFF2L149897	Weed Eater string spools		2.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF2L149908	Child Day Care sink repair		14.00
	OFF2L149909	Returned sink tail piece and brough ext tube		-1.08
	OFF2L150009	Bolts for Sweeper		2.37
	OFF2L150117	Retainer clips for Council Chambers Pillars (CO		4.85
	OFF2L150136	4 black markers for chlorine gauges		24.96
	OFF2L150248	Chain Proof for post behind sports complex		118.70
	OFF2L150330	Pvc Cap Coupler Well 14 & lock key for well 17		15.05
	OFF2L150429	Cord Grip Connectors & Locknuts		9.45
	OFF2L150477	Broom to apply seal for hot patch		22.59
	OFF2L150489	"2"" PVC Caps for water leak at MX Park"		6.01
	OFF2L150507	Pim Bolts spacer nuts for mower lead		11.46
	OFF2L150617	Spray Glue for Door Rubber seal		6.45
	OFF2L150745	Screws for PW shelves mechanic area		9.69
	OFF2L150818	Screws for door repair at CDC		11.04
	OFF2L150907	Paint rollers-street		19.36
Total for Check Number 3219:				1,401.27
Total for 9/22/2020:				4,942.08
3220	452 24350	A-1-A/Preston's Lock Shop 3 Keys Made for Sewer Vehicle	10/01/2020	18.40
Total for Check Number 3220:				18.40
3221	251 124405 124405 124405	ABS Direct, Inc. Delinquent Notices for the Month of September Delinquent Notices for the Month of September Delinquent Notices for the Month of September	10/01/2020	38.73 38.72 38.72
Total for Check Number 3221:				116.17
3222	395 A1002413 A1002413 A1002413	Administrative Solution, Inc. PR Batch 00008.08.2020 ASI Monthly Medical Fees-09/2020 Monthly Medical Fees-09/2020 Monthly Medical Fees-09/2020	10/01/2020 PR Batch 00008.08.2020 ASI	30.00 20.00 10.00 10.00
Total for Check Number 3222:				70.00
3223	434 PR 8/22 & 9/5	AFSCME District Council 57 Union Dues PR 08/22 & 09/05/20	10/01/2020	674.70
Total for Check Number 3223:				674.70
3224	252 062010	Allways Towing Evidence Vehicle Tow Case #L20070676	10/01/2020	180.00
Total for Check Number 3224:				180.00
3225	396	American Fidelity Assurance PR Batch 00005.09.2020 AFA Pre Tax PR Batch 00011.09.2020 AFA Pre Tax PR Batch 00011.09.2020 AFA After Tax PR Batch 00005.09.2020 AFA After Tax	10/01/2020 PR Batch 00005.09.2020 AFA PR Batch 00011.09.2020 AFA PR Batch 00011.09.2020 AFA PR Batch 00005.09.2020 AFA	681.16 681.16 1,480.01 1,480.01
Total for Check Number 3225:				4,322.34
3226	397	American Fidelity Assurance Company PR Batch 00011.09.2020 Health FSA	10/01/2020 PR Batch 00011.09.2020 Heal	383.29

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		PR Batch 00005.09.2020 Health FSA	PR Batch 00005.09.2020 Hea	383.29
			Total for Check Number 3226:	766.58
3227	253 000015264016	AT&T DOJ Connection 08/01/2020-08/31/2020	10/01/2020	250.55
			Total for Check Number 3227:	250.55
3228	446	Belkorp Ag, LLC	10/01/2020	
	669197	Light Elector Switch Replacement for LMD Eq		2.11
	669197	Light Elector Switch Replacement for LMD Eq		1.69
	669197	Light Elector Switch Replacement for LMD Eq		1.15
	669197	Light Elector Switch Replacement for LMD Eq		1.34
	669197	Light Elector Switch Replacement for LMD Eq		2.28
	669197	Light Elector Switch Replacement for LMD Eq		0.15
	669197	Light Elector Switch Replacement for LMD Eq		2.40
	669197	Light Elector Switch Replacement for LMD Eq		0.40
	669197	Light Elector Switch Replacement for LMD Eq		0.48
	669197	Light Elector Switch Replacement for LMD Eq		0.25
	669197	Light Elector Switch Replacement for LMD Eq		8.12
	669197	Light Elector Switch Replacement for LMD Eq		5.67
	669197	Light Elector Switch Replacement for LMD Eq		0.03
	669197	Light Elector Switch Replacement for LMD Eq		0.14
	669197	Light Elector Switch Replacement for LMD Eq		0.42
	669197	Light Elector Switch Replacement for LMD Eq		0.99
	669197	Light Elector Switch Replacement for LMD Eq		0.69
	669197	Light Elector Switch Replacement for LMD Eq		0.11
	669197	Light Elector Switch Replacement for LMD Eq		1.64
	669197	Light Elector Switch Replacement for LMD Eq		1.53
	669197	Light Elector Switch Replacement for LMD Eq		0.98
	669197	Light Elector Switch Replacement for LMD Eq		1.25
	669197	Light Elector Switch Replacement for LMD Eq		1.54
	669197	Light Elector Switch Replacement for LMD Eq		3.78
	669197	Light Elector Switch Replacement for LMD Eq		3.16
	669197	Light Elector Switch Replacement for LMD Eq		0.08
			Total for Check Number 3228:	42.38
3229	193	BSK Associates	10/01/2020	
	AD16802	Quanti-Tray 2000 Total Coliform and E. Coli Sa		150.00
	AD17902	Arsenic, CA DW ICPMS		40.00
	AD17905	Arsenic, CA DW ICPMS		40.00
	AD17908	Arsenic, CA DW ICPMS		40.00
	AD17918	Quanti-Tray 2000 Total Coliform and E. Coli Sa		150.00
	AD17919	Quanti-Tray 2000 Total Coliform and E. Coli Sa		300.00
	AD18356	Quanti-Tray 2000 Total Coliform and E. Coli Sa		150.00
	AD18407	Arsenic, CA DW ICPMS		40.00
	AD18409	Arsenic, CA DW ICPMS		80.00
	AD18413	TCP- Low Level		1,050.00
	AD18650	Quanti-Tray 2000 Total Coliform and E. Coli Sa		150.00
			Total for Check Number 3229:	2,190.00
3230	192 19755	Cal Traffic Recycling Sign for PW	10/01/2020	65.02
			Total for Check Number 3230:	65.02
3231	LP-Came	Came's Roofing, Inc. LP Refund	10/01/2020	18.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 3231:	18.00
3232	462	Fernando Carrillo	10/01/2020	
	111-5302992-394	Refund for Work Boots Per MOU		2.94
	111-5302992-394	Refund for Work Boots Per MOU		10.20
	111-5302992-394	Refund for Work Boots Per MOU		4.15
	111-5302992-394	Refund for Work Boots Per MOU		9.68
	111-5302992-394	Refund for Work Boots Per MOU		13.44
	111-5302992-394	Refund for Work Boots Per MOU		7.16
	111-5302992-394	Refund for Work Boots Per MOU		0.45
	111-5302992-394	Refund for Work Boots Per MOU		6.95
	111-5302992-394	Refund for Work Boots Per MOU		4.22
	111-5302992-394	Refund for Work Boots Per MOU		0.66
	111-5302992-394	Refund for Work Boots Per MOU		1.06
	111-5302992-394	Refund for Work Boots Per MOU		34.51
	111-5302992-394	Refund for Work Boots Per MOU		6.50
	111-5302992-394	Refund for Work Boots Per MOU		0.14
	111-5302992-394	Refund for Work Boots Per MOU		1.68
	111-5302992-394	Refund for Work Boots Per MOU		24.07
	111-5302992-394	Refund for Work Boots Per MOU		5.31
	111-5302992-394	Refund for Work Boots Per MOU		2.03
	111-5302992-394	Refund for Work Boots Per MOU		0.34
	111-5302992-394	Refund for Work Boots Per MOU		6.54
	111-5302992-394	Refund for Work Boots Per MOU		16.05
	111-5302992-394	Refund for Work Boots Per MOU		8.97
	111-5302992-394	Refund for Work Boots Per MOU		4.90
	111-5302992-394	Refund for Work Boots Per MOU		1.77
	111-5302992-394	Refund for Work Boots Per MOU		20.00
	111-5302992-394	Refund for Work Boots Per MOU		5.68
	111-5302992-394	Refund for Work Boots Per MOU		0.60
			Total for Check Number 3232:	200.00
3233	398	Central SanJoaquin Valley Risk Manageme	10/01/2020	
	RMA 2021-0154L	Employment Risk Management- Liability P (20		9,156.18
	RMA 2021-0154L	Employment Risk Management- Liability P (20		4,161.90
	RMA 2021-0154L	Employment Risk Management- Liability P (20		6,242.85
	RMA 2021-0154L	Employment Risk Management- Liability P (20		8,323.80
	RMA 2021-0154L	Employment Risk Management- Liability P (20		4,161.90
	RMA 2021-0154L	Employment Risk Management- Liability P (20		8,323.80
	RMA 2021-0154L	Employment Risk Management- Liability P (20		1,248.57
			Total for Check Number 3233:	41,619.00
3234	399	Central SanJoaquin Valley Risk Manageme	10/01/2020	
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		4.58
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		156.48
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		47.07
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		32.54
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		52.97
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		8.95
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		53.28
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		9,831.15
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		3.36
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		461.19
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		16.57
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		265.17
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		8,033.66
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		194.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		144.58
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		192.16
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		4.68
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		55.82
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		854.77
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		396.53
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		87.13
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		44.33
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		106.86
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		1,466.57
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		31.42
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		22.16
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		49.62
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		37.62
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		89.37
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		1,018.77
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		300.65
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		4.37
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		167.56
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		17.69
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		8.74
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		4,277.82
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		60.50
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		43,104.40
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		146.00
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		204.47
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		2,449.31
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		2,995.42
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		101.67
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		75.34
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		1,615.88
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		710.80
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		3,821.04
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		509.79
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		36.40
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		125.06
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		1,397.91
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		2,541.74
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		2,125.54
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		19.01
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		122.31
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		27.55
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		287.84
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		212.60
	RMA 2021-0154	Workers Compensation Ins. 2020/2021 2nd Quar		13.93
			Total for Check Number 3234:	91,245.00
3235	272 0085239090120	Charter Communications PD TV & Internet 08/29/20-09/28/20	10/01/2020	192.66
			Total for Check Number 3235:	192.66
3236	419 002 002	Jesus Chavez Refund to Employee for License Certification R Refund to Employee for License Certification R	10/01/2020	60.00 60.00
			Total for Check Number 3236:	120.00
3237	259	Collins & Schoettler Planning Consultants	10/01/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1100	Planning Consulting- Aug 2020		6,851.25
			Total for Check Number 3237:	6,851.25
3238	189 202621077	ComTech21 LLC PD Long Distance 09/9/20-10/18/20	10/01/2020	38.47
			Total for Check Number 3238:	38.47
3239	447 Payment No.6	Conco West, Inc Progress Payment #6 Well 14 &16 Improvement	10/01/2020	277,067.50
			Total for Check Number 3239:	277,067.50
3240	463 85273	CopWare, Inc. Legal Sourcebook Licenses	10/01/2020	615.00
			Total for Check Number 3240:	615.00
3241	283 82039834 82039834 82039834	CoreLogic Solutions, LLC Geographic Package for Month of Aug 2020 Geographic Package for Month of Aug 2020 Geographic Package for Month of Aug 2020	10/01/2020	66.67 66.67 66.66
			Total for Check Number 3241:	200.00
3242	COSTCO November 2020	Costco Wholesale Membership Costco Membership PD 2020-2021	10/01/2020	180.00
			Total for Check Number 3242:	180.00
3243	293 465949	Department of Justice Accounting Office LiveScan Fees for the Month of August 2020	10/01/2020	672.00
			Total for Check Number 3243:	672.00
3244	448 2009104	Empire Insignias Uniform Patches for PD	10/01/2020	755.00
			Total for Check Number 3244:	755.00
3245	295 1572061	Ferguson Waterworks #1423 Black lane tubing for water line replacement	10/01/2020	223.58
			Total for Check Number 3245:	223.58
3246	260 120339548	First Communications, LLC Fire Dept- Long Distance Phone Service- Sept 20	10/01/2020	27.54
			Total for Check Number 3246:	27.54
3247	441 Unum 102020 Unum 102020 Unum 102020 Unum 102020 Unum 102020 Unum 102020 Unum 102020 Unum 102020 Unum 102020 Unum 102020	First UNUM Life Insurance Company Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020 Life & LTD Premium Oct. 2020	10/01/2020	13.19 0.28 14.93 1.44 2.44 4.66 17.47 146.16 18.95 3.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Unum 102020	Life & LTD Premium Oct. 2020		187.98
	Unum 102020	Life & LTD Premium Oct. 2020		2.73
	Unum 102020	Life & LTD Premium Oct. 2020		4.68
	Unum 102020	Life & LTD Premium Oct. 2020		5.47
	Unum 102020	Life & LTD Premium Oct. 2020		183.71
	Unum 102020	Life & LTD Premium Oct. 2020		143.86
	Unum 102020	Life & LTD Premium Oct. 2020		7.06
	Unum 102020	Life & LTD Premium Oct. 2020		1.04
	Unum 102020	Life & LTD Premium Oct. 2020		1,261.31
	Unum 102020	Life & LTD Premium Oct. 2020		0.58
	Unum 102020	Life & LTD Premium Oct. 2020		1.23
	Unum 102020	Life & LTD Premium Oct. 2020		124.20
	Unum 102020	Life & LTD Premium Oct. 2020		4.19
	Unum 102020	Life & LTD Premium Oct. 2020		3.33
	Unum 102020	Life & LTD Premium Oct. 2020		0.41
	Unum 102020	Life & LTD Premium Oct. 2020		2.41
	Unum 102020	Life & LTD Premium Oct. 2020		2.29
	Unum 102020	Life & LTD Premium Oct. 2020		4.72
	Unum 102020	Life & LTD Premium Oct. 2020		0.53
	Unum 102020	Life & LTD Premium Oct. 2020		1.70
	Unum 102020	Life & LTD Premium Oct. 2020		1.19
	Unum 102020	Life & LTD Premium Oct. 2020		5.00
	Unum 102020	Life & LTD Premium Oct. 2020		467.90
	Unum 102020	Life & LTD Premium Oct. 2020		3.47
	Unum 102020	Life & LTD Premium Oct. 2020		2.27
	Unum 102020	Life & LTD Premium Oct. 2020		3.99
	Unum 102020	Life & LTD Premium Oct. 2020		68.33
	Unum 102020	Life & LTD Premium Oct. 2020		4.35
	Unum 102020	Life & LTD Premium Oct. 2020		155.27
	Unum 102020	Life & LTD Premium Oct. 2020		3.36
	Unum 102020	Life & LTD Premium Oct. 2020		2.91
	Unum 102020	Life & LTD Premium Oct. 2020		2.65
	Unum 102020	Life & LTD Premium Oct. 2020		4.45
	Unum 102020	Life & LTD Premium Oct. 2020		3.94
	Unum 102020	Life & LTD Premium Oct. 2020		1.17
	Unum 102020	Life & LTD Premium Oct. 2020		113.27
	Unum 102020	Life & LTD Premium Oct. 2020		2.69
	Unum 102020	Life & LTD Premium Oct. 2020		3.31
	Unum 102020	Life & LTD Premium Oct. 2020		0.35
	Unum 102020	Life & LTD Premium Oct. 2020		11.07
	Unum 102020	Life & LTD Premium Oct. 2020		5.98
	Unum 102020	Life & LTD Premium Oct. 2020		6.70
	Unum 102020	Life & LTD Premium Oct. 2020		2.83
	Unum 102020	Life & LTD Premium Oct. 2020		5.67
	Unum 102020	Life & LTD Premium Oct. 2020		1.59
	Unum 102020	Life & LTD Premium Oct. 2020		5.00
				119.41
			Total for Check Number 3247:	3,174.83
3248	Four Sta 08282020	Four Star Body and Frame Radar Trailer Refurbishment	10/01/2020	550.00
			Total for Check Number 3248:	550.00
3249	188	Frontier	10/01/2020	
	2091980133-0920	Frontier 2 way Radio Circuit 09/15/20-10/14/2020		4.76
	2091980133-0920	Frontier 2 way Radio Circuit 09/15/20-10/14/2020		7.92
	2091980133-0920	Frontier 2 way Radio Circuit 09/15/20-10/14/2020		5.55
	2091980133-0920	Frontier 2 way Radio Circuit 09/15/20-10/14/2020		21.39

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2091980133-0920	Frontier 2 way Radio Circuit 09/15/20-10/14/20		4.75
	2091980133-0920	Frontier 2 way Radio Circuit 09/15/20-10/14/20		34.86
	2093942067-0920	Phone Services for CDC 091520-101420		65.51
	2093943954-0920	Phone Services for Senior Center 091520-10142		66.99
	2093947916-0920	Phone Services for PD 091520-101420		1,207.93
	2093947919-0920	Phone Services for Fire Dept 091520-101420		117.63
	2093948041-091	Fiber Optic Services 091520-101420		99.15
	2093948041-091	Fiber Optic Services 091520-101420		56.04
	2093948041-091	Fiber Optic Services 091520-101420		99.15
	2093948041-091	Fiber Optic Services 091520-101420		56.04
	2093948041-091	Fiber Optic Services 091520-101420		163.81
	2093948041-091	Fiber Optic Services 091520-101420		99.15
	2093948041-091	Fiber Optic Services 091520-101420		163.81
	2093948041-091	Fiber Optic Services 091520-101420		120.70
	2093948041-091	Fiber Optic Services 091520-101420		163.81
	2093948041-091	Fiber Optic Services 091520-101420		415.27
	2093948041-0915	Main Phone Services 091520-101420		56.25
	2093948041-0915	Main Phone Services 091520-101420		343.29
	2093948041-0915	Main Phone Services 091520-101420		37.51
	2093948041-0915	Main Phone Services 091520-101420		206.31
	2093948041-0915	Main Phone Services 091520-101420		77.76
	2093948041-0915	Main Phone Services 091520-101420		37.51
	2093948041-0915	Main Phone Services 091520-101420		14.38
			Total for Check Number 3249:	3,747.23
3250	387 0569Z005-S-2024	Frontier Communications Corp Frontier Co Radio Connection Fees 09/05-10/04	10/01/2020	151.32
			Total for Check Number 3250:	151.32
3251	UB*01920	SATINDER GILL Refund Check 103433-000, 1075 MONTELEN. Refund Check 103433-000, 1075 MONTELEN. Refund Check 103433-000, 1075 MONTELEN.	10/01/2020	1.21 2.55 2.24
			Total for Check Number 3251:	6.00
3252	262 820316 820645 820646 820647	Gilton Solid Waste 14960 Vinewood Green Waste & Box Rental 08/ 14960 Vinewood Dirt & Leaf Pick up 08/20 14960 Vinewood Trash Pick up 08/20 Corryard Trash pick up & Box Rental	10/01/2020	104.00 208.00 1,490.35 94.15
			Total for Check Number 3252:	1,896.50
3253	261 27847147	GreatAmerica Financial Svcs. Dannas Lanier Printer Lease 10/15	10/01/2020	99.04
			Total for Check Number 3253:	99.04
3254	265 3-001	Jennifer Halpin Livingston MCR/ MOR compliance 08/01/20-08	10/01/2020	1,045.00
			Total for Check Number 3254:	1,045.00
3255	hansford 182 182 182	Hansford Economic Consulting Utility Rate Studies 2019 Utility Rate Studies 2019 Utility Rate Studies 2019	10/01/2020	497.92 497.92 497.91

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 3255:	1,493.75
3256	469	Hewlett Packard Financial Services Co.	10/01/2020	
	600646675	HP Computer Lease 09/14/20-10/13/20		90.19
	600646675	HP Computer Lease 09/14/20-10/13/20		27.06
	600646675	HP Computer Lease 09/14/20-10/13/20		62.87
	600646675	HP Computer Lease 09/14/20-10/13/20		90.20
	600646675	HP Computer Lease 09/14/20-10/13/20		213.50
	600646675	HP Computer Lease 09/14/20-10/13/20		66.39
	600646675	HP Computer Lease 09/14/20-10/13/20		45.10
	600646675	HP Computer Lease 09/14/20-10/13/20		216.48
	600646675	HP Computer Lease 09/14/20-10/13/20		90.20
			Total for Check Number 3256:	901.99
3257	HITECH 168360	Hi-Tech Emergency Vehicle Serv Fire Truck 96-E-1 Repairs	10/01/2020	4,901.50
			Total for Check Number 3257:	4,901.50
3258	267 491236	Hoffman Security Security Service 10/01/20-10/31/20	10/01/2020	48.95
			Total for Check Number 3258:	48.95
3259	165 508293	J L Analytical Services, Inc. DWWTP Weekly & Monthly Lab Testing	10/01/2020	287.00
			Total for Check Number 3259:	287.00
3260	471	JMP Office Technologies	10/01/2020	
	INST231668	Ink for Postage Machine		25.85
	INST231668	Ink for Postage Machine		25.85
	INST231668	Ink for Postage Machine		9.40
	INST231668	Ink for Postage Machine		25.85
	INST231668	Ink for Postage Machine		25.85
	INST231668	Ink for Postage Machine		25.85
	INST231668	Ink for Postage Machine		25.85
	INST231668	Ink for Postage Machine		9.41
	INST231668	Ink for Postage Machine		9.44
			Total for Check Number 3260:	183.35
3261	464 21834080	Johnson Controls Fire Protection LP Fire Sprinkler, Extinguisher & Suppression Syst	10/01/2020	3,597.66
			Total for Check Number 3261:	3,597.66
3262	166 27880	Kamps Propane, Inc. 33 LB Cylinder for Forklift	10/01/2020	6.47
			Total for Check Number 3262:	6.47
3263	167	Kimball Midwest	10/01/2020	
	8203895	Nuts Cap Screws clamps Valve for all depts		34.69
	8203895	Nuts Cap Screws clamps Valve for all depts		35.75
	8203895	Nuts Cap Screws clamps Valve for all depts		34.70
	8203895	Nuts Cap Screws clamps Valve for all depts		34.69
	8203895	Nuts Cap Screws clamps Valve for all depts		34.69
	8203895	Nuts Cap Screws clamps Valve for all depts		35.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 3263:	210.27
3264	360 0769150-21000	Krazan & Associates, Inc Livingston Winton Pkwy S/B Hwy 99 on Ramp-	10/01/2020	3,951.00
			Total for Check Number 3264:	3,951.00
3265	268 4872811	Language Line Services, Inc. PD Translation Services- August of 2020	10/01/2020	429.58
			Total for Check Number 3265:	429.58
3266	461	LEAF	10/01/2020	
	10880016	Copier Lease for City Hall Printers -07/27/20		2.35
	10880016	Copier Lease for City Hall Printers -07/27/20		81.26
	10880016	Copier Lease for City Hall Printers -07/27/20		4.28
	10880016	Copier Lease for City Hall Printers -07/27/20		6.11
	10880016	Copier Lease for City Hall Printers -07/27/20		8.93
	10880016	Copier Lease for City Hall Printers -07/27/20		3.96
	10880016	Copier Lease for City Hall Printers -07/27/20		39.63
	10880016	Copier Lease for City Hall Printers -07/27/20		1.43
	10880016	Copier Lease for City Hall Printers -07/27/20		3.17
	10880016	Copier Lease for City Hall Printers -07/27/20		2.89
	10880016	Copier Lease for City Hall Printers -07/27/20		1.30
	10880016	Copier Lease for City Hall Printers -07/27/20		2.87
	10880016	Copier Lease for City Hall Printers -07/27/20		3.07
	10880016	Copier Lease for City Hall Printers -07/27/20		3.16
	10880016	Copier Lease for City Hall Printers -07/27/20		7.10
	10880016	Copier Lease for City Hall Printers -07/27/20		2.36
	10880016	Copier Lease for City Hall Printers -07/27/20		0.41
	10880016	Copier Lease for City Hall Printers -07/27/20		16.85
	10880016	Copier Lease for City Hall Printers -07/27/20		0.15
	10880016	Copier Lease for City Hall Printers -07/27/20		120.89
	10880016	Copier Lease for City Hall Printers -07/27/20		160.52
	10880016	Copier Lease for City Hall Printers -07/27/20		7.98
	10880016	Copier Lease for City Hall Printers -07/27/20		3.27
	10880016	Copier Lease for City Hall Printers -07/27/20		9.27
	10880016	Copier Lease for City Hall Printers -07/27/20		1.83
	10880016	Copier Lease for City Hall Printers -07/27/20		2.16
	10880016	Copier Lease for City Hall Printers -07/27/20		79.26
	10880016	Copier Lease for City Hall Printers -07/27/20		0.78
	10880016	Copier Lease for City Hall Printers -07/27/20		7.78
	10880016	Copier Lease for City Hall Printers -07/27/20		3.86
	10880016	Copier Lease for City Hall Printers -07/27/20		4.51
	10880016	Copier Lease for City Hall Printers -07/27/20		0.79
	10880016	Copier Lease for City Hall Printers -07/27/20		0.29
	10880016	Copier Lease for City Hall Printers -07/27/20		8.86
	10880016	Copier Lease for City Hall Printers -07/27/20		0.20
	10880016	Copier Lease for City Hall Printers -07/27/20		120.89
	10880016	Copier Lease for City Hall Printers -07/27/20		0.06
	10880016	Copier Lease for City Hall Printers -07/27/20		0.30
	10880016	Copier Lease for City Hall Printers -07/27/20		8.93
	10880016	Copier Lease for City Hall Printers -07/27/20		0.74
	10880016	Copier Lease for City Hall Printers -07/27/20		10.63
	10880016	Copier Lease for City Hall Printers -07/27/20		1.86
	10880016	Copier Lease for City Hall Printers -07/27/20		4.11
	10880016	Copier Lease for City Hall Printers -07/27/20		8.28
	10880016	Copier Lease for City Hall Printers -07/27/20		4.57
	10880016	Copier Lease for City Hall Printers -07/27/20		4.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10880016	Copier Lease for City Hall Printers -07/27/20		
	10880016	Copier Lease for City Hall Printers -07/27/20		0.76
	10880016	Copier Lease for City Hall Printers -07/27/20		6.57
	10880016	Copier Lease for City Hall Printers -07/27/20		0.47
	10880016	Copier Lease for City Hall Printers -07/27/20		0.27
	10880016	Copier Lease for City Hall Printers -07/27/20		2.51
	10880016	Copier Lease for City Hall Printers -07/27/20		0.40
	10880016	Copier Lease for City Hall Printers -07/27/20		2.85
	10880016	Copier Lease for City Hall Printers -07/27/20		0.90
	10983334	Copier Lease for City Hall Printers -08/27/20		5.25
	10983334	Copier Lease for City Hall Printers -08/27/20		4.11
	10983334	Copier Lease for City Hall Printers -08/27/20		118.31
	10983334	Copier Lease for City Hall Printers -08/27/20		8.86
	10983334	Copier Lease for City Hall Printers -08/27/20		1.43
	10983334	Copier Lease for City Hall Printers -08/27/20		1.30
	10983334	Copier Lease for City Hall Printers -08/27/20		2.36
	10983334	Copier Lease for City Hall Printers -08/27/20		2.85
	10983334	Copier Lease for City Hall Printers -08/27/20		0.06
	10983334	Copier Lease for City Hall Printers -08/27/20		3.17
	10983334	Copier Lease for City Hall Printers -08/27/20		1.86
	10983334	Copier Lease for City Hall Printers -08/27/20		7.78
	10983334	Copier Lease for City Hall Printers -08/27/20		2.51
	10983334	Copier Lease for City Hall Printers -08/27/20		9.27
	10983334	Copier Lease for City Hall Printers -08/27/20		157.75
	10983334	Copier Lease for City Hall Printers -08/27/20		84.12
	10983334	Copier Lease for City Hall Printers -08/27/20		7.57
	10983334	Copier Lease for City Hall Printers -08/27/20		7.10
	10983334	Copier Lease for City Hall Printers -08/27/20		2.89
	10983334	Copier Lease for City Hall Printers -08/27/20		78.87
	10983334	Copier Lease for City Hall Printers -08/27/20		2.87
	10983334	Copier Lease for City Hall Printers -08/27/20		2.16
	10983334	Copier Lease for City Hall Printers -08/27/20		6.11
	10983334	Copier Lease for City Hall Printers -08/27/20		0.29
	10983334	Copier Lease for City Hall Printers -08/27/20		3.27
	10983334	Copier Lease for City Hall Printers -08/27/20		7.89
	10983334	Copier Lease for City Hall Printers -08/27/20		7.89
	10983334	Copier Lease for City Hall Printers -08/27/20		5.25
	10983334	Copier Lease for City Hall Printers -08/27/20		5.57
	10983334	Copier Lease for City Hall Printers -08/27/20		10.63
	10983334	Copier Lease for City Hall Printers -08/27/20		3.16
	10983334	Copier Lease for City Hall Printers -08/27/20		3.07
	10983334	Copier Lease for City Hall Printers -08/27/20		0.20
	10983334	Copier Lease for City Hall Printers -08/27/20		4.86
	10983334	Copier Lease for City Hall Printers -08/27/20		0.47
	10983334	Copier Lease for City Hall Printers -08/27/20		0.78
	10983334	Copier Lease for City Hall Printers -08/27/20		1.83
	10983334	Copier Lease for City Hall Printers -08/27/20		4.28
	10983334	Copier Lease for City Hall Printers -08/27/20		0.40
	10983334	Copier Lease for City Hall Printers -08/27/20		19.87
	10983334	Copier Lease for City Hall Printers -08/27/20		0.90
	10983334	Copier Lease for City Hall Printers -08/27/20		0.74
	10983334	Copier Lease for City Hall Printers -08/27/20		2.35
	10983334	Copier Lease for City Hall Printers -08/27/20		0.15
	10983334	Copier Lease for City Hall Printers -08/27/20		8.08
	10983334	Copier Lease for City Hall Printers -08/27/20		3.96
	10983334	Copier Lease for City Hall Printers -08/27/20		4.51
	10983334	Copier Lease for City Hall Printers -08/27/20		7.89
	10983334	Copier Lease for City Hall Printers -08/27/20		118.31
	10983334	Copier Lease for City Hall Printers -08/27/20		0.41
	10983334	Copier Lease for City Hall Printers -08/27/20		0.79

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10983334	Copier Lease for City Hall Printers -08/27/20		0.27
	10983334	Copier Lease for City Hall Printers -08/27/20		0.76
	10983334	Copier Lease for City Hall Printers -08/27/20		0.30
	10983334	Copier Lease for City Hall Printers -08/27/20		41.44
	10983334	Copier Lease for City Hall Printers -08/27/20		4.86
			Total for Check Number 3266:	1,577.48
3267	470 303807	Livingston Lions City Support and Sponsor of the Lions Club	10/01/2020	100.00
			Total for Check Number 3267:	100.00
3268	loprest 0420-10	Loprest Water Treatment Co. Arsenic Treatment Conversion Well # 16	10/01/2020	4,497.49
			Total for Check Number 3268:	4,497.49
3269	UB*01923	ENRIQUE GARCIA & MARIA G. PULID Refund Check 108924-000, 561 OLDS AVENU Refund Check 108924-000, 561 OLDS AVENU Refund Check 108924-000, 561 OLDS AVENU	10/01/2020	38.49 43.69 20.80
			Total for Check Number 3269:	102.98
3270	269 114911	Merced Pest Control Range Pest Control 09/10/20	10/01/2020	80.00
			Total for Check Number 3270:	80.00
3271	226	Meyers Nave	10/01/2020	
	2020080530	General City Attorney Services Aug 2020		561.00
	2020080530	General City Attorney Services Aug 2020		5,747.50
	2020080530	General City Attorney Services Aug 2020		3,772.80
	2020080530	General City Attorney Services Aug 2020		813.50
	2020080531	Workshop regarding Swanson's Hawk Mitigator		493.00
	2020080531	Call with Gallo Attorney Infill Project		306.24
	2020080532	Analysis related to Rate Increase		61.48
	2020080533	Analysis related to Rate Increase		61.48
	2020080534	Analysis related to Rate Increase		61.48
	2020080535	Administrative Services Personnel		1,757.12
	2020080535	Administrative Services Personnel		1,757.13
	2020080535	Administrative Services Personnel		1,757.13
	2020080536	Travel for Meeting on 7/21/20		71.88
	2020080537	COVID-19 Services		122.96
			Total for Check Number 3271:	17,344.70
3272	389	Mid Valley IT	10/01/2020	
	202137808	Two Factor Token Support		75.00
	202137836	Bridgeport Vill. Monthly IT Service for the Mon		1.07
	202137836	Country Lane II Monthly IT Service for the Mon		24.68
	202137836	Country Lane I Monthly IT Service for the Mont		4.65
	202137836	Monte Cristo II Monthly IT Service for the Mont		2.96
	202137836	South Commercial Monthly IT Service for the M		0.11
	202137836	Strawberry Fields Monthly IT Service for the Mc		0.47
	202137836	Harvest Manor Monthly IT Service for the Mont		2.18
	202137836	Almond Glen Monthly IT Service for the Month		1.31
	202137836	Adm Monthly IT Service for the Month of Octob		508.56
	202137836	Water Monthly IT Service for the Month of Octo		937.22
	202137836	Bridgeport Village Monthly IT Service for the M		6.42

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	202137836	South Residential Monthly IT Service for the Mc		
	202137836	Devante Villas Monthly IT Service for the Montl		7.19
	202137836	Vinewood Estates II Monthly IT Service for the I		17.22
	202137836	Sundance IV Monthly IT Service for the Month		0.32
	202137836	Country Glen Monthly IT Service for the Month		1.27
	202137836	Somerset Monthly IT Service for the Month of C		0.21
	202137836	CFD Monthly IT Service for the Month of Octob		1.71
	202137836	Parkside-Forecast Monthly IT Service for the M		316.85
	202137836	Monte Cristo Monthly IT Service for the Month		2.42
	202137836	Vintage West A Monthly IT Service for the Mont		1.45
	202137836	Vintage West B Monthly IT Service for the Mont		0.21
	202137836	Parks Monthly IT Service for the Month of Octo		1.24
	202137836	Country Roads Monthly IT Service for the Mont		51.04
	202137836	Parkside Forecast Monthly IT Service for the M		0.39
	202137836	Country Glen Monthly IT Service for the Month		7.29
	202137836	Kensington Park S Monthly IT Service for the M		0.45
	202137836	Sewer Monthly IT Service for the Month of Oct		0.76
	202137836	Vinewood Est. II Monthly IT Service for the Mo		318.92
	202137836	Kensington Pk S. Monthly IT Service for the M		0.11
	202137836	Country Lane I Monthly IT Service for the Mont		0.09
	202137836	Rec Monthly IT Service for the Month of Octob		0.74
	202137836	Downtown Commercial Monthly IT Service for		507.77
	202137836	Planning Monthly IT Service for the Month of O		0.25
	202137836	Vinewood Estates Monthly IT Service for the M		217.62
	202137836	Monte Cristo 2 Monthly IT Service for the Mont		1.25
	202137836	North Commercial Monthly IT Service for the M		0.85
	202137836	Police Monthly IT Service for the Month of Oct		3.64
	202137836	Somerset Monthly IT Service for the Month of C		3,005.24
	202137836	Monte Cristo Monthly IT Service for the Month		11.48
	202137836	La Tierra Monthly IT Service for the Month of C		0.83
	202137836	Country Roads Monthly IT Service for the Mont		1.01
	202137836	Vinewood Est. Monthly IT Service for the Montl		3.13
	202137836	Country Lance II Monthly IT Service for the Mo		0.62
	202137836	Vintage West Monthly IT Service for the Month		2.08
	202137836	Garbage Monthly IT Service for the Month of O		4.86
	202137836	Sundance Monthly IT Service for the Month of C		366.84
	202137836	Sundance Monthly IT Service for the Month of C		4.06
	202137836	Strawberry Field Monthly IT Service for the Mo		2.31
	202137836	North Residential Monthly IT Service for the M		0.08
	202137836	La Tierra Monthly IT Service for the Month of C		3.95
	202137836	Elec Official Monthly IT Service for the Month		9.61
	202137836	Sundance IV Monthly IT Service for the Month		706.18
	202137836	Central Residential Monthly IT Service for the N		4.97
	202137836	Bldg Monthly IT Service for the Month of Octob		5.32
	202137836	Davante Villas Monthly IT Service for the Montl		414.51
				2.03
			Total for Check Number 3272:	7,575.00
3273	180	Mission Linen Service	10/01/2020	
	513157612	2 brown pants repaired for Dustin C.		16.45
	513157612	2 brown pants repaired for Dustin C.		16.45
	513194749	1 Pair of brown pants restitched for Jose Lara		8.23
	513194749	1 Pair of brown pants restitched for Jose Lara		8.22
	513205638	Uniform Service & Supplies 09/09/2020		0.95
	513205638	Uniform Service & Supplies 09/09/2020		0.39
	513205638	Uniform Service & Supplies 09/09/2020		0.12
	513205638	Uniform Service & Supplies 09/09/2020		0.04
	513205638	Uniform Service & Supplies 09/09/2020		0.07
	513205638	Uniform Service & Supplies 09/09/2020		0.01
	513205638	Uniform Service & Supplies 09/09/2020		0.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	513205638	Uniform Service & Supplies 09/09/2020		0.10
	513205638	Uniform Service & Supplies 09/09/2020		0.11
	513205638	Uniform Service & Supplies 09/09/2020		0.57
	513205638	Uniform Service & Supplies 09/09/2020		0.08
	513205638	Uniform Service & Supplies 09/09/2020		0.17
	513205638	Uniform Service & Supplies 09/09/2020		0.13
	513205638	Uniform Service & Supplies 09/09/2020		0.01
	513205638	Uniform Service & Supplies 09/09/2020		0.34
	513205638	Uniform Service & Supplies 09/09/2020		0.06
	513205638	Uniform Service & Supplies 09/09/2020		0.05
	513205638	Uniform Service & Supplies 09/09/2020		0.04
	513205638	Uniform Service & Supplies 09/09/2020		0.29
	513205638	Uniform Service & Supplies 09/09/2020		0.59
	513205638	Uniform Service & Supplies 09/09/2020		0.25
	513205638	Uniform Service & Supplies 09/09/2020		0.61
	513205638	Uniform Service & Supplies 09/09/2020		0.05
	513205638	Uniform Service & Supplies 09/09/2020		2.05
	513205638	Uniform Service & Supplies 09/09/2020		0.01
	513205638	Uniform Service & Supplies 09/09/2020		39.33
	513205638	Uniform Service & Supplies 09/09/2020		0.03
	513205638	Uniform Service & Supplies 09/09/2020		0.01
	513205638	Uniform Service & Supplies 09/09/2020		0.25
	513205638	Uniform Service & Supplies 09/09/2020		0.14
	513205638	Uniform Service & Supplies 09/09/2020		0.01
	513205638	Uniform Service & Supplies 09/09/2020		3.93
	513205638	Uniform Service & Supplies 09/09/2020		0.39
	513205638	Uniform Service & Supplies 09/09/2020		1.43
	513205638	Uniform Service & Supplies 09/09/2020		0.05
	513205638	Uniform Service & Supplies 09/09/2020		9.08
	513205638	Uniform Service & Supplies 09/09/2020		0.11
	513205638	Uniform Service & Supplies 09/09/2020		0.32
	513205638	Uniform Service & Supplies 09/09/2020		0.02
	513205638	Uniform Service & Supplies 09/09/2020		0.13
	513205638	Uniform Service & Supplies 09/09/2020		13.57
	513205638	Uniform Service & Supplies 09/09/2020		0.15
	513205638	Uniform Service & Supplies 09/09/2020		0.41
	513205638	Uniform Service & Supplies 09/09/2020		0.06
	513205638	Uniform Service & Supplies 09/09/2020		0.53
	513205638	Uniform Service & Supplies 09/09/2020		0.80
	513205638	Uniform Service & Supplies 09/09/2020		0.08
	513205638	Uniform Service & Supplies 09/09/2020		14.93
	513205638	Uniform Service & Supplies 09/09/2020		0.04
	513205638	Uniform Service & Supplies 09/09/2020		13.74
	513205638	Uniform Service & Supplies 09/09/2020		15.31
	513205638	Uniform Service & Supplies 09/09/2020		0.42
	513205638	Uniform Service & Supplies 09/09/2020		0.01
	513205639	Uniform Service and Janitorial Supplies 09/09/2020		3.98
	513205639	Uniform Service and Janitorial Supplies 09/09/2020		3.98
	513205639	Uniform Service and Janitorial Supplies 09/09/2020		3.41
	513205639	Uniform Service and Janitorial Supplies 09/09/2020		9.95
	513205639	Uniform Service and Janitorial Supplies 09/09/2020		18.96
	513205639	Uniform Service and Janitorial Supplies 09/09/2020		3.41
	513205639	Uniform Service and Janitorial Supplies 09/09/2020		18.95
	513205639	Uniform Service and Janitorial Supplies 09/09/2020		18.95
	513246932	Uniform Service & Supplies 09/16/2020		0.04
	513246932	Uniform Service & Supplies 09/16/2020		0.39
	513246932	Uniform Service & Supplies 09/16/2020		0.34
	513246932	Uniform Service & Supplies 09/16/2020		0.11
	513246932	Uniform Service & Supplies 09/16/2020		39.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	513246932	Uniform Service & Supplies	09/16/2020	0.39
	513246932	Uniform Service & Supplies	09/16/2020	0.05
	513246932	Uniform Service & Supplies	09/16/2020	0.80
	513246932	Uniform Service & Supplies	09/16/2020	0.04
	513246932	Uniform Service & Supplies	09/16/2020	0.07
	513246932	Uniform Service & Supplies	09/16/2020	3.93
	513246932	Uniform Service & Supplies	09/16/2020	0.01
	513246932	Uniform Service & Supplies	09/16/2020	14.93
	513246932	Uniform Service & Supplies	09/16/2020	0.53
	513246932	Uniform Service & Supplies	09/16/2020	0.14
	513246932	Uniform Service & Supplies	09/16/2020	0.03
	513246932	Uniform Service & Supplies	09/16/2020	0.11
	513246932	Uniform Service & Supplies	09/16/2020	0.95
	513246932	Uniform Service & Supplies	09/16/2020	13.57
	513246932	Uniform Service & Supplies	09/16/2020	0.42
	513246932	Uniform Service & Supplies	09/16/2020	0.15
	513246932	Uniform Service & Supplies	09/16/2020	0.01
	513246932	Uniform Service & Supplies	09/16/2020	0.02
	513246932	Uniform Service & Supplies	09/16/2020	9.08
	513246932	Uniform Service & Supplies	09/16/2020	1.43
	513246932	Uniform Service & Supplies	09/16/2020	0.61
	513246932	Uniform Service & Supplies	09/16/2020	0.06
	513246932	Uniform Service & Supplies	09/16/2020	0.10
	513246932	Uniform Service & Supplies	09/16/2020	0.06
	513246932	Uniform Service & Supplies	09/16/2020	0.01
	513246932	Uniform Service & Supplies	09/16/2020	0.04
	513246932	Uniform Service & Supplies	09/16/2020	0.01
	513246932	Uniform Service & Supplies	09/16/2020	0.25
	513246932	Uniform Service & Supplies	09/16/2020	0.57
	513246932	Uniform Service & Supplies	09/16/2020	0.32
	513246932	Uniform Service & Supplies	09/16/2020	0.05
	513246932	Uniform Service & Supplies	09/16/2020	0.25
	513246932	Uniform Service & Supplies	09/16/2020	15.31
	513246932	Uniform Service & Supplies	09/16/2020	0.29
	513246932	Uniform Service & Supplies	09/16/2020	0.12
	513246932	Uniform Service & Supplies	09/16/2020	0.01
	513246932	Uniform Service & Supplies	09/16/2020	0.13
	513246932	Uniform Service & Supplies	09/16/2020	0.08
	513246932	Uniform Service & Supplies	09/16/2020	0.01
	513246932	Uniform Service & Supplies	09/16/2020	0.13
	513246932	Uniform Service & Supplies	09/16/2020	0.05
	513246932	Uniform Service & Supplies	09/16/2020	13.74
	513246932	Uniform Service & Supplies	09/16/2020	0.41
	513246932	Uniform Service & Supplies	09/16/2020	0.08
	513246932	Uniform Service & Supplies	09/16/2020	0.59
	513246932	Uniform Service & Supplies	09/16/2020	0.17
	513246932	Uniform Service & Supplies	09/16/2020	2.05
	513246932	Uniform Service & Supplies	09/16/2020	0.02
	513246933	Uniform Service and Janitorial Supplies	09/16/21	20.81
	513246933	Uniform Service and Janitorial Supplies	09/16/21	20.82
	513246933	Uniform Service and Janitorial Supplies	09/16/21	20.82
	513246933	Uniform Service and Janitorial Supplies	09/16/21	2.51
	513246933	Uniform Service and Janitorial Supplies	09/16/21	3.36
	513246933	Uniform Service and Janitorial Supplies	09/16/21	4.78
	513246933	Uniform Service and Janitorial Supplies	09/16/21	3.37
	513246933	Uniform Service and Janitorial Supplies	09/16/21	2.51
	513294677	City Hall Mats Services	09/23/20	64.34
	513294678	Senir Center Towels Dust Mop Mats Services	0	28.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3654-359068	Vehicle Wiper Blades		1.12
	3654-359068	Vehicle Wiper Blades		0.32
	3654-359069	Vehicle Wiper Blades for PD Explorer		56.25
	3654-359071	Vehicle Wiper Blades		0.01
	3654-359071	Vehicle Wiper Blades		0.33
	3654-359071	Vehicle Wiper Blades		0.76
	3654-359071	Vehicle Wiper Blades		14.07
	3654-359071	Vehicle Wiper Blades		0.13
	3654-359071	Vehicle Wiper Blades		1.05
	3654-359071	Vehicle Wiper Blades		0.54
	3654-359071	Vehicle Wiper Blades		0.56
	3654-359071	Vehicle Wiper Blades		0.51
	3654-359071	Vehicle Wiper Blades		1.25
	3654-359071	Vehicle Wiper Blades		0.04
	3654-359071	Vehicle Wiper Blades		0.70
	3654-359071	Vehicle Wiper Blades		2.70
	3654-359071	Vehicle Wiper Blades		1.88
	3654-359071	Vehicle Wiper Blades		0.05
	3654-359071	Vehicle Wiper Blades		0.16
	3654-359071	Vehicle Wiper Blades		0.03
	3654-359071	Vehicle Wiper Blades		0.80
	3654-359071	Vehicle Wiper Blades		14.06
	3654-359071	Vehicle Wiper Blades		0.23
	3654-359071	Vehicle Wiper Blades		0.08
	3654-359071	Vehicle Wiper Blades		0.51
	3654-359071	Vehicle Wiper Blades		0.14
	3654-359071	Vehicle Wiper Blades		0.32
	3654-359071	Vehicle Wiper Blades		0.41
	3654-359071	Vehicle Wiper Blades		0.38
	3654-359071	Vehicle Wiper Blades		0.44
	3654-359071	Vehicle Wiper Blades		0.05
	3654-359071	Vehicle Wiper Blades		14.06
	3654-359072	Vehicle Wiper Blades		0.80
	3654-359072	Vehicle Wiper Blades		0.32
	3654-359072	Vehicle Wiper Blades		0.03
	3654-359072	Vehicle Wiper Blades		0.51
	3654-359072	Vehicle Wiper Blades		0.76
	3654-359072	Vehicle Wiper Blades		0.08
	3654-359072	Vehicle Wiper Blades		0.51
	3654-359072	Vehicle Wiper Blades		0.04
	3654-359072	Vehicle Wiper Blades		0.54
	3654-359072	Vehicle Wiper Blades		1.25
	3654-359072	Vehicle Wiper Blades		14.06
	3654-359072	Vehicle Wiper Blades		0.23
	3654-359072	Vehicle Wiper Blades		0.01
	3654-359072	Vehicle Wiper Blades		0.56
	3654-359072	Vehicle Wiper Blades		0.05
	3654-359072	Vehicle Wiper Blades		2.70
	3654-359072	Vehicle Wiper Blades		0.44
	3654-359072	Vehicle Wiper Blades		0.70
	3654-359072	Vehicle Wiper Blades		0.41
	3654-359072	Vehicle Wiper Blades		0.16
	3654-359072	Vehicle Wiper Blades		0.38
	3654-359072	Vehicle Wiper Blades		0.13
	3654-359072	Vehicle Wiper Blades		0.33
	3654-359072	Vehicle Wiper Blades		1.05
	3654-359072	Vehicle Wiper Blades		0.05
	3654-359072	Vehicle Wiper Blades		0.14
	3654-359072	Vehicle Wiper Blades		1.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3654-359999	Air Filters for Sewer Backhoe		47.16
	3654-360156	Spark Plugs & Spark Plug boots PD Vehicle		45.44
Total for Check Number 3279:				345.71
3280	UB*01922	HILLARY ORTEGA	10/01/2020	
		Refund Check 111253-000, 1147 TALARA DR.		75.76
		Refund Check 111253-000, 1147 TALARA DR.		165.35
		Refund Check 111253-000, 1147 TALARA DR.		152.02
Total for Check Number 3280:				393.13
3281	203 0007951282-8	PG&E Nuclear Deco Charges Aug 2020	10/01/2020	
Total for Check Number 3281:				39.20
3282	405	Premier Access Insurance Company	10/01/2020	
	1000537931	ADmn October 2020		19.35
	1000537931	ADmn October 2020		6.45
	1000537931	ADmn October 2020		32.25
	Claims- 9/17/20	Claims- 09/17/2020		72.00
	Claims- 9/23/20	Claims- 09/23/2020		16.47
	Claims- 9/23/20	Claims- 09/23/2020		988.80
	Claims- 9/23/20	Claims- 09/23/2020		8.24
	Claims- 9/23/20	Claims- 09/23/2020		49.41
	Claims- 9/23/20	Claims- 09/23/2020		238.00
	Claims- 9/23/20	Claims- 09/23/2020		32.94
	Claims- 9/23/20	Claims- 09/23/2020		57.64
Total for Check Number 3282:				1,521.55
3283	303 86313 86314	Price Ford of Turlock Expansion Valve for PD PO3 Vehicle Expansion Valve for PD PO3 Vehicle	10/01/2020	
Total for Check Number 3283:				112.67
3284	392 171800-01	Randik Paper Hand Sanitizer (COVID-19) Hand Sanitizer	10/01/2020	
Total for Check Number 3284:				115.72
3285	UB*01921	CAMILO RODRIGUEZ	10/01/2020	
		Refund Check 106280-000, 1525 D STREET		1.11
		Refund Check 106280-000, 1525 D STREET		1.27
		Refund Check 106280-000, 1525 D STREET		0.60
Total for Check Number 3285:				2.98
3286	468 42180	RU2 Systems, Inc. Radar Trailer Display Board Replacement	10/01/2020	
Total for Check Number 3286:				877.00
3287	208 10868	Saenz Pest Control, Inc. CDC Pest Control	10/01/2020	
Total for Check Number 3287:				125.00
3288	407 N140759	San Joaquin Valley Air Pollution Control D 20/21 Annual Permit to operate generator cresse	10/01/2020	
Total for Check Number 3288:				143.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	N140851	20/21 Annual Permit to operate generator @ Lilz		290.00
			Total for Check Number 3288:	433.00
3289	465	Sequoia Equipment Company, Inc.	10/01/2020	
	001-118482	Backhoe Repairs		1,012.52
	001-118482	Backhoe Repairs		1,012.24
	001-118482	Backhoe Repairs		1,012.24
			Total for Check Number 3289:	3,037.00
3290	307	Shred-It, C/O Stericycle, Inc.	10/01/2020	
	8180437985	PD Shredding 08/12/20 & 09/19/20		249.62
			Total for Check Number 3290:	249.62
3291	323	Springbrook Holding company LLC	10/01/2020	
	INV-004110	Civic Pay Transaction/ Civic Pay IVR Civic Pay		505.33
	INV-004110	Civic Pay Transaction/ Civic Pay IVR Civic Pay		505.34
	INV-004110	Civic Pay Transaction/ Civic Pay IVR Civic Pay		505.33
			Total for Check Number 3291:	1,516.00
3292	308	Sprint	10/01/2020	
	898215431	Recreation Phone Service 07/26-08/25/20		100.47
			Total for Check Number 3292:	100.47
3293	309	St. Francis Electric	10/01/2020	
	18117334	Traffic Signal Maintance - August 2020		380.00
			Total for Check Number 3293:	380.00
3294	STERICYC	Stericycle Inc.	10/01/2020	
	3005155878	Hazardous Waste Destruction 07/2020-06/2021		237.12
			Total for Check Number 3294:	237.12
3295	311	TBA Auto Parts	10/01/2020	
	1-679656	Nitrile Gloves (Covid-19)		86.09
	1-679657	Nitrile Gloves for PD		86.09
			Total for Check Number 3295:	172.18
3296	460	The Radar Shop	10/01/2020	
	12967	Radar Gun/ Tuning Fork Certification		434.00
			Total for Check Number 3296:	434.00
3297	310	Totlcom, Inc.	10/01/2020	
	304580	Totlcom Support 09/28-10/27/20		109.23
	304580	Totlcom Support 09/28-10/27/20		25.76
	304580	Totlcom Support 09/28-10/27/20		169.97
	304580	Totlcom Support 09/28-10/27/20		18.56
	304580	Totlcom Support 09/28-10/27/20		20.70
	304580	Totlcom Support 09/28-10/27/20		38.50
			Total for Check Number 3297:	382.72
3298	284	Trans Union LLC	10/01/2020	
	08005515	Credit Checks for Utilities Services 07/26/20-08,		73.67
	08005515	Credit Checks for Utilities Services 07/26/20-08,		73.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	08005515	Credit Checks for Utilities Services 07/26/20-08/		73.67
			Total for Check Number 3298:	221.00
3299	466 18885	TRIC Breaking Tradition Blade & Cable for Pulling new 1" water line	10/01/2020	680.36
			Total for Check Number 3299:	680.36
3300	313	U.S. Bank Equipment Finance	10/01/2020	
	424343291	Lanier Copier-09/15/20-10/15/20		174.98
	424343291	Lanier Copier-09/15/20-10/15/20		174.98
	424343291	Lanier Copier-09/15/20-10/15/20		174.99
	424343291	Lanier Copier-09/15/20-10/15/20		174.98
	424343291	Lanier Copier-09/15/20-10/15/20		174.99
	424343291	Lanier Copier-09/15/20-10/15/20		174.99
	424343291	Lanier Copier-09/15/20-10/15/20		174.98
			Total for Check Number 3300:	1,224.89
3301	366	USA Blue Book	10/01/2020	
	340806	Power Interter for Jose L. work truck & colorim		684.99
	340806	Power Interter for Jose L. work truck & colorim		187.10
			Total for Check Number 3301:	872.09
3302	314	Valley Coffee	10/01/2020	
	207321	Water- PD 09/14/2020		105.25
			Total for Check Number 3302:	105.25
3303	367	Verizon Wireless	10/01/2020	
	9861833959	PD Phones & ModemsServices for 09/02/20-10/01		589.52
	9861833960	Pd Modems Services for 09/02/20-10/01		304.36
			Total for Check Number 3303:	893.88
3304	VISION	Vision Service Plan - CA	10/01/2020	
		PR Batch 00008.09.2020 Vision	PR Batch 00008.09.2020 Visi	7.21
		PR Batch 00008.08.2020 Vision	PR Batch 00008.08.2020 Visi	410.97
			Total for Check Number 3304:	418.18
3305	211	W.H, Breshears, Inc.	10/01/2020	
	752036	Fuel-Unleaded 08/11/2020		0.07
	752036	Fuel-Unleaded 08/11/2020		11.00
	752036	Diesel 08/11/20		2.50
	752036	Diesel 08/11/20		1.54
	752036	Diesel 08/11/20		1.71
	752036	Fuel-Unleaded 08/11/2020		1.31
	752036	Diesel 08/11/20		2.15
	752036	Fuel-Unleaded 08/11/2020		29.55
	752036	Diesel 08/11/20		65.97
	752036	Fuel-Unleaded 08/11/2020		0.16
	752036	Fuel-Unleaded 08/11/2020		0.81
	752036	Diesel 08/11/20		1.20
	752036	Fuel-Unleaded 08/11/2020		0.29
	752036	Fuel-Unleaded 08/11/2020		0.04
	752036	Diesel 08/11/20		34.63
	752036	Diesel 08/11/20		2.29
	752036	Diesel 08/11/20		1.93
	752036	Diesel 08/11/20		0.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
752036		Diesel 08/11/20		64.68
752036		Diesel 08/11/20		0.67
752036		Diesel 08/11/20		0.41
752036		Fuel-Unleaded 08/11/2020		0.04
752036		Diesel 08/11/20		102.56
752036		Diesel 08/11/20		8.47
752036		Fuel-Unleaded 08/11/2020		13.75
752036		Fuel-Unleaded 08/11/2020		0.20
752036		Fuel-Unleaded 08/11/2020		30.24
752036		Diesel 08/11/20		0.11
752036		Diesel 08/11/20		0.14
752036		Diesel 08/11/20		0.03
752036		Fuel-Unleaded 08/11/2020		0.26
752036		Fuel-Unleaded 08/11/2020		0.07
752036		Fuel-Unleaded 08/11/2020		3.37
752036		Fuel-Unleaded 08/11/2020		0.10
752036		Fuel-Unleaded 08/11/2020		2.35
752036		Fuel-Unleaded 08/11/2020		0.48
752036		Diesel 08/11/20		1.39
752036		Fuel-Unleaded 08/11/2020		0.06
752036		Diesel 08/11/20		1.76
752036		Fuel-Unleaded 08/11/2020		0.29
752036		Diesel 08/11/20		1.11
752036		Fuel-Unleaded 08/11/2020		13.75
752036		Diesel 08/11/20		0.50
752036		Fuel-Unleaded 08/11/2020		0.70
752036		Fuel-Unleaded 08/11/2020		0.41
752036		Diesel 08/11/20		1.61
752036		Diesel 08/11/20		3.11
752036		Fuel-Unleaded 08/11/2020		0.42
752036		Diesel 08/11/20		4.36
752036		Fuel-Unleaded 08/11/2020		0.88
752036		Fuel-Unleaded 08/11/2020		0.04
752036		Fuel-Unleaded 08/11/2020		285.90
752036		Diesel 08/11/20		0.08
752036		Diesel 08/11/20		1.04
752036		Fuel-Unleaded 08/11/2020		0.30
752036		Diesel 08/11/20		0.19
752036		Diesel 08/11/20		0.36
752036		Fuel-Unleaded 08/11/2020		0.71
752036		Fuel-Unleaded 08/11/2020		0.68
752036		Diesel 08/11/20		3.66
752036		Fuel-Unleaded 08/11/2020		22.40
752036		Fuel-Unleaded 08/11/2020		0.13
752036		Fuel-Unleaded 08/11/2020		0.03
752036		Diesel 08/11/20		1.49
752036		Diesel 08/11/20		1.82
752036		Fuel-Unleaded 08/11/2020		0.03
752036		Diesel 08/11/20		5.91
752036		Diesel 08/11/20		2.20
752036		Fuel-Unleaded 08/11/2020		0.73
752036		Diesel 08/11/20		0.16
752036		Fuel-Unleaded 08/11/2020		1.57
752036		Diesel 08/11/20		51.85
752036		Fuel-Unleaded 08/11/2020		0.59
752036		Diesel 08/11/20		3.94
752036		Fuel-Unleaded 08/11/2020		0.95
752036		Fuel-Unleaded 08/11/2020		2.75
752036		Diesel 08/11/20		0.37

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
752036		Diesel 08/11/20		1.30
752036		Diesel 08/11/20		0.15
752036		Diesel 08/11/20		25.30
752036		Diesel 08/11/20		3.30
752036		Diesel 08/11/20		0.26
752036		Fuel-Unleaded 08/11/2020		0.17
752036		Fuel-Unleaded 08/11/2020		59.79
752036		Diesel 08/11/20		2.38
752036		Fuel-Unleaded 08/11/2020		7.56
752036		Fuel-Unleaded 08/11/2020		0.85
752036		Fuel-Unleaded 08/11/2020		0.35
752036		Diesel 08/11/20		0.19
752036		Fuel-Unleaded 08/11/2020		0.22
752036		Fuel-Unleaded 08/11/2020		0.64
752036		Fuel-Unleaded 08/11/2020		53.61
752036		Fuel-Unleaded 08/11/2020		0.01
752036		Diesel 08/11/20		4.17
752036		Diesel 08/11/20		1.02
752036		Fuel-Unleaded 08/11/2020		1.00
752036		Fuel-Unleaded 08/11/2020		36.43
752036		Fuel-Unleaded 08/11/2020		0.64
752036		Diesel 08/11/20		3.76
752036		Diesel 08/11/20		0.72
752036		Fuel-Unleaded 08/11/2020		0.45
752036		Fuel-Unleaded 08/11/2020		0.55
752036		Diesel 08/11/20		1.60
752036		Fuel-Unleaded 08/11/2020		27.49
752036		Diesel 08/11/20		1.34
752036		Fuel-Unleaded 08/11/2020		0.06
752036		Fuel-Unleaded 08/11/2020		0.38
752036		Fuel-Unleaded 08/11/2020		0.52
752036		Fuel-Unleaded 08/11/2020		0.41
752167		Diesel 08/21/20		0.29
752167		Fuel-Unleaded 08/21/2020		52.41
752167		Diesel 08/21/20		0.21
752167		Diesel 08/21/20		0.63
752167		Fuel-Unleaded 08/21/2020		1.58
752167		Diesel 08/21/20		0.17
752167		Diesel 08/21/20		0.69
752167		Fuel-Unleaded 08/21/2020		1.38
752167		Diesel 08/21/20		0.80
752167		Diesel 08/21/20		0.13
752167		Fuel-Unleaded 08/21/2020		0.19
752167		Diesel 08/21/20		0.16
752167		Diesel 08/21/20		0.86
752167		Diesel 08/21/20		2.31
752167		Fuel-Unleaded 08/21/2020		4.29
752167		Fuel-Unleaded 08/21/2020		0.04
752167		Fuel-Unleaded 08/21/2020		2.22
752167		Fuel-Unleaded 08/21/2020		0.15
752167		Fuel-Unleaded 08/21/2020		0.15
752167		Fuel-Unleaded 08/21/2020		0.20
752167		Fuel-Unleaded 08/21/2020		3.87
752167		Fuel-Unleaded 08/21/2020		27.59
752167		Fuel-Unleaded 08/21/2020		2.40
752167		Diesel 08/21/20		0.20
752167		Fuel-Unleaded 08/21/2020		1.03
752167		Fuel-Unleaded 08/21/2020		34.89
752167		Fuel-Unleaded 08/21/2020		3.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
752167		Diesel 08/21/20		0.04
752167		Diesel 08/21/20		2.70
752167		Fuel-Unleaded 08/21/2020		5.97
752167		Fuel-Unleaded 08/21/2020		1.41
752167		Fuel-Unleaded 08/21/2020		2.36
752167		Diesel 08/21/20		0.07
752167		Fuel-Unleaded 08/21/2020		3.33
752167		Fuel-Unleaded 08/21/2020		1.78
752167		Fuel-Unleaded 08/21/2020		1.73
752167		Diesel 08/21/20		10.82
752167		Diesel 08/21/20		13.52
752167		Fuel-Unleaded 08/21/2020		0.50
752167		Diesel 08/21/20		0.06
752167		Fuel-Unleaded 08/21/2020		1.22
752167		Diesel 08/21/20		0.07
752167		Diesel 08/21/20		0.03
752167		Fuel-Unleaded 08/21/2020		2.53
752167		Diesel 08/21/20		0.47
752167		Diesel 08/21/20		7.44
752167		Fuel-Unleaded 08/21/2020		1.61
752167		Diesel 08/21/20		22.04
752167		Diesel 08/21/20		0.37
752167		Fuel-Unleaded 08/21/2020		2.23
752167		Diesel 08/21/20		0.26
752167		Fuel-Unleaded 08/21/2020		0.44
752167		Fuel-Unleaded 08/21/2020		1.54
752167		Diesel 08/21/20		0.06
752167		Fuel-Unleaded 08/21/2020		22.34
752167		Diesel 08/21/20		0.35
752167		Diesel 08/21/20		0.72
752167		Fuel-Unleaded 08/21/2020		1.05
752167		Diesel 08/21/20		29.74
752167		Fuel-Unleaded 08/21/2020		60.63
752167		Diesel 08/21/20		58.81
752167		Fuel-Unleaded 08/21/2020		3.98
752167		Diesel 08/21/20		0.93
752167		Diesel 08/21/20		0.29
752167		Diesel 08/21/20		1.29
752167		Diesel 08/21/20		0.55
752167		Diesel 08/21/20		281.19
752167		Fuel-Unleaded 08/21/2020		1.32
752167		Fuel-Unleaded 08/21/2020		35.67
752167		Fuel-Unleaded 08/21/2020		0.38
752167		Diesel 08/21/20		0.67
752167		Diesel 08/21/20		0.83
752167		Diesel 08/21/20		52.72
752167		Diesel 08/21/20		0.44
752167		Fuel-Unleaded 08/21/2020		1.99
752167		Fuel-Unleaded 08/21/2020		0.37
752167		Diesel 08/21/20		0.40
752167		Diesel 08/21/20		29.07
752167		Fuel-Unleaded 08/21/2020		0.08
752167		Fuel-Unleaded 08/21/2020		1.15
752167		Diesel 08/21/20		0.70
752167		Diesel 08/21/20		0.28
752167		Diesel 08/21/20		0.51
752167		Diesel 08/21/20		35.83
752167		Diesel 08/21/20		0.04
752167		Diesel 08/21/20		3.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	752167	Fuel-Unleaded 08/21/2020		4.50
	752167	Fuel-Unleaded 08/21/2020		0.26
	752167	Fuel-Unleaded 08/21/2020		3.77
	752167	Diesel 08/21/20		0.04
	752167	Fuel-Unleaded 08/21/2020		0.69
	752167	Fuel-Unleaded 08/21/2020		0.42
	752167	Fuel-Unleaded 08/21/2020		148.12
	752167	Diesel 08/21/20		0.41
	752167	Fuel-Unleaded 08/21/2020		1.62
	752167	Diesel 08/21/20		0.03
	752167	Fuel-Unleaded 08/21/2020		8.56
	752167	Diesel 08/21/20		0.63
	752167	Diesel 08/21/20		0.98
	752167	Diesel 08/21/20		0.56
	752167	Fuel-Unleaded 08/21/2020		0.11
	752167	Diesel 08/21/20		0.01
	752167	Diesel 08/21/20		13.52
	752167	Fuel-Unleaded 08/21/2020		1.87
	752167	Diesel 08/21/20		0.10
	752167	Diesel 08/21/20		0.41
	752167	Fuel-Unleaded 08/21/2020		0.73
	752167	Diesel 08/21/20		27.04
	752167	Fuel-Unleaded 08/21/2020		0.16
	752167	Diesel 08/21/20		1.54
			Total for Check Number 3305:	2,112.70
3306	287	West Coast Code Consultants, Inc.	10/01/2020	
	220-08-155-01	Building Dept Aug 2020 Plan Review		967.53
	220-08-155-02	Building Dept Aug 2020 Inspections		11,480.00
	220-08-155-03	Building Dept Aug 2020 Permit Tech		9,240.00
	220-08-155-E360	Building Dept Aug 2020 eProcess 360		800.00
			Total for Check Number 3306:	22,487.53
3307	317	Zee Medical Service Co.	10/01/2020	
	66272634	First Aid Supplies		8.30
	66272634	First Aid Supplies		8.30
	66272634	First Aid Supplies		8.30
	66272634	First Aid Supplies		8.30
	66272634	First Aid Supplies		8.30
	66272634	First Aid Supplies		8.30
			Total for Check Number 3307:	49.80
			Total for 10/1/2020:	534,424.84
			Report Total (92 checks):	539,366.92

STAFF REPORT

AGENDA ITEM: Denial of Claim for Damages from Javier Rodriquez

MEETING DATE: October 6, 2020

PREPARED BY: Danna Rasmussen, Human Resources Coordinator

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Staff recommends that the City Council (1) deny the claim for damages from Javier Rodriquez; (2) submit the claim to AIMS, the City's insurance adjustors for review and processing; and (3) direct staff to send a letter to the claimant advising of the City's denial of the claim.

BACKGROUND:

On August 31, 2020, the City received an amended claim form filed by attorney Maria Gomez, Esq. on behalf of claimant Javier Rodriquez alleging that he sustained injuries while walking eastbound on the dirt shoulder of B Street just east of the intersection of B Street and Briarwood Drive. He tripped and fell into the canal. The claimant alleged that the canal was poorly lit, open and unguarded.

DISCUSSION:

Ms. Gomez alleges that the canal was poorly lit, unguarded, and completely open to the public. Ms. Gomez also added that the property lacked signage, railings, and safety implementations.

FISCAL IMPACT:

Unknown at this time. Total costs to the City will be determined after review by the AIMS office.

ATTACHMENTS:

Claim Form.



CITY OF LIVINGSTON

Amended CLAIM FORM
FORM B

(Please Type or Print)

CLAIM AGAINST City of Livingston

Claimant's name: Javier Rodriguez (Name of Entity)

SS#: ***-**-0756 DOB: 3/16/1955 Gender: Male X Female

Claimant's address: 414 1st Street, Livingston, CA 95334

Phone #: (310) 312-3300

Address where notices about claim are to be sent, if different from above: C/O 10900 Wilshire Blvd., 15th Floor, Los Angeles, CA 90024

Date of incident/accident: 03/06/2020

Date injuries, damages, or losses were discovered: 3/6/2020

Location of incident/accident: 864 B Street, Livingston, CA 95334

What did entity or employee do to cause this loss, damage, or injury? Please see Amended - Attachment "A", attached Information Report, and photographs.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? See Amended - Attachment "A" exact identification of the entities and employees is unknown to Claimant at this time. Investigation is pending.

What specific injuries, damages, or losses did claimant receive? Please see Amended - Attachment "A" and attached Information Report.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

Amount is TBD but exceeds \$3,000,000.00 - Superior Court- Unlimited Civil Case.

How was this amount calculated (please itemize)? Claimant suffered serious injuries and sustained economic and non-economic damages, the total of which far exceeds \$3,000,000.00

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 08/25/2020 Signature: [Handwritten Signature]

If signed by representative:

Representative's Name Maria Gomez, Esq. Address 10900 Wilshire Blvd. 15th Floor Telephone # (310) 312-3300 Los Angeles, CA 90024

Relationship to Claimant Attorney for Claimant, Javier Rodriguez

RECEIVED

AUG 31 2020

Amended - Attachment "A"

On 03/06/2020, at approximately 7:18 p.m., Claimant Javier Rodriguez was walking eastbound on the dirt shoulder of B Street just East of the intersection of B Street and Briarwood Drive in Livingston, CA 95334, when he tripped and fell into the Canal, which was poorly lit, open and unguarded.

The Canal and property located at 864 B Street, Livingston, CA 95334, was planned, approved, built, owned, operated controlled, maintained, repaired, and/or managed by the City of Livingston, County of Merced, the State of California, and/or the Merced Irrigation District, and through the negligent acts of their employees, agents, independent contractors, and representatives, the Canal and property were a dangerous area that were poorly lit, unguarded, and completely open to the public. In addition, the City of Livingston, County of Merced, the State of California, and/or the Merced Irrigation District failed to provide proper lighting and safety implementations for the Canal and property, posing a danger to any and all individuals who entered the area. The City of Livingston, County of Merced, the State of California, and/or the Merced Irrigation District failed to provide signage, guarding, railings, light and safety implementations, which caused the subject incident that resulted in serious injuries to Claimant Javier Rodriguez, including but not limited to traumatic brain injury, headaches, memory issues, slurred speech, dizziness, sensitivity to light and noise, uncontrollable bladder, scar on his forehead, left leg bruise, scars on his legs, left arm weakness and injury to his middle finger and nail of his left hand. Claimant Javier Rodriguez sustained past and future economic and non-economic damages.

Immediately after the subject incident, Claimant was airlifted by Med Flight to Sutter Health Memorial Medical Center. After he was discharged from the hospital, he treated at Encompass Health Rehabilitation Hospital of Modesto for a few weeks. Claimant has been treating with Dikran Bairamian, M.D. (Neurologist) and has an upcoming appointment with Kin-Chung Chan, M.D. (Neurologist). From 07/25/2020 to 07/29/2020, Claimant was hospitalized at Emmanuel Medical Center for seizures, and has had difficulty walking. Claimant has also continued treating with his primary doctor at Livingston Community Health.

Staff Report

AGENDA ITEM: Resolution Approving an Agreement with Gardland Inc. for Comprehensive Roofing Materials and Support Services and Authorizing the City Manager to Execute Agreement

MEETING DATE: October 6, 2020

PREPARED BY: Vanessa L. Portillo, Finance Director
Anthony Chavarria, Public Works Director

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager or designee to execute the contract agreement to conduct roof repairs at the Police Department.

BACKGROUND:

On March 17, 2020, Council approved the interlocal contract for cooperative purchasing with OMNIA Partners for the purchase of goods and services in accordance with applicable Federal, State, and Local rules, regulations, and ordinances. OMNIA Partners is the largest cooperative purchasing organization for public sector procurement. OMNIA Partners holds a cooperative contract with Garland Inc. to provide comprehensive roofing material and support services.

On September 8, 2020, Garland Inc. conducted an inspection of the roof project and invited contractors to bid for the project. The project scope includes reinforced LiquiTec roof restoration, existing wall demolition and installation of new roof walls. Garland Inc. received three (3) bids as follows:

POLICE DEPARTMENT ROOF PROJECT	
Vendor	Bid Amount
Waterproofing Associates	\$99,451
Nations Roof West, LLC	\$123,048
Fresno Roofing Co., Inc.	\$129,773

The bid obtained is valid for 60 days from the proposal date of September 17, 2020.

Staff recommends accepting the Garland Inc. proposal and selecting Waterproofing Associates for the roof repair project at Police Department.

FISCAL IMPACT:

Funds for the Police Department roof repair project are part of the Fiscal Year 2020/21 Adopted Budget approved by Council on September 1, 2020.

ATTACHMENTS

1. Resolution Approving an Agreement with Gardland Inc. and Authorize the City Manager to Execute Agreement
2. Garland Inc. Roofing Material and Services Proposal

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING AN AGREEMENT WITH GARLAND INC. AND AUTHORIZING THE
CITY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT FOR THE POLICE
DEPARTMENT ROOF REPAIR**

WHEREAS, the City of Livingston approved the interlocal contract for cooperative purchasing with OMNIA Partners in March 2020; and

WHEREAS, OMNIA Partners holds a cooperative contract with Garland Inc. to provide comprehensive roofing material and support services; and

WHEREAS, Garland Inc. conducted a competitive bidding process for the Police Department roof repair project; and

WHEREAS, the lowest responsible bidder was Waterproofing Associates with a proposal of \$99,451; and

WHEREAS, funds for the Police Department roof repair project are part of the Fiscal Year 2020/21 Adopted Budget approved by Council on September 1, 2020; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livingston hereby approves the agreement with Garland Inc. and authorizes the City Manager or Designee to execute the agreement for the Police Department roof repair.

Passed and adopted this 6th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Regular Meeting of the City Council of the City of Livingston this 6th day of October, 2020.

Monica Cisneros, Deputy City Clerk
of the City of Livingston



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Livingston
Police Department
1446 C St
Livingston, CA 95334

Date Submitted: 09/16/2020
Proposal #: 25-CA-200783
MICPA # PW1925

California General Contractor License #: 949380

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: BASE BID

Reinforced LiquiTec restoration. Existing wall Demo and installation of new SolarBrite 60Mil single ply from Fry Reglet to top of wall.

1. Set up Safety and load equipment and material needed for new Roof Systems.
2. Remove existing ridge tile and set aside for reinstallation.
3. Demo existing single ply wall system.
4. Prep plywood wall. Drive in nails where backing out.
5. Install 6" strip of clad to the top of the fry reglet for new single ply membrane termination.
6. Adhere Solar Brite 60 mil in SolarBrite low Voc Bonding adhesive. Wrap membrane up and over top of wall.
7. Roof in all wall vents and doors.
8. Install all Single ply accessories as per the manufacturer's specifications
9. Power wash existing flat roof section.
10. At roofs field and wall system, Apply 1st application Garland liquidtech at the rate of 3 gallons per 100 sq. ft. Immediately embed polyester reinforcing fabric. Apply second application at the rate of 2 gallons per 100 sq. ft.
11. Install new 24g galvanized equipment curb flashing.
12. Apply Garland walkway coating with granules from roof hatch to all serviceable equipment.
13. Clean roof and demobilize.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.10	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Wood / Tectum Deck	\$ 1.71	1,000	SF	\$ 1,710
20.04.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Single-Ply Flashings - Fully Adhered Single-Ply Roof Flashings Installed on Corresponding Single-Ply Roof Systems ROOF MEMBRANE OPTION: ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	\$ 11.87	1,000	SF	\$ 11,870
15.17	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : RESTORATION OF A SINGLE-PLY ROOF OR SMOOTH-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, TWO-COMPONENT, LOW-ODER URETHANE Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	\$ 10.16	4,600	SF	\$ 46,736
	Sub Total Prior to Multipliers				\$ 60,316
	Prevailing Wage Multiplier - Merced County, CA Roofer = \$58.84	5.20%	\$ 60,316		\$ 3,136
22.01	MULTIPLIER - DIFFICULT ROOF OR BUILDING ACCESS Multiplier is applied when labor production is effected by roof or building access. Situations that can cause roof access to be more difficult include, but are not limited to: no access for lifts or cranes, access is dependent upon road closure, access point requires the closure of a building entrance, roof level is not accessible from the ground, roof area is interior to adjacent roofs or roof materials and materials and equipment must be loaded to one roof area and carried to another roof area, roof materials and equipment must be carried to the roof through an interior building access point, no or limited staging areas on the ground, etc.	24	\$ 60,316	%	\$ 14,476

22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	20	\$60,316	%	\$ 12,063
22.08	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.	18	\$46,736	%	\$ 10,857
22.19	MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF Multiplier is applied when Roof Size is greater than 3,000 SF, but less than 5,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	17	\$60,316	%	\$ 10,254
Total After Multipliers					\$ 111,102

Base Bid Total Maximum Price of Line Items under the MICPA:	\$ 111,102
Proposal Price Based Upon Market Experience:	\$ 99,451

Garland/DBS Price Based Upon Local Market Competition:

Waterproofing Associates	\$ 99,451
Nations Roof West, LLC	\$ 123,048
Fresno Roofing Co., Inc.	\$ 129,773

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 days from proposal date listed above.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

STAFF REPORT

AGENDA ITEM: Resolution Authorizing Submittal of 2020 CalHome Application

MEETING DATE: October 6, 2020

PREPARED BY: Jose Antonio Ramirez, City Manager

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION

Staff recommends the City Council authorize the submittal of a 2020 grant application to the California Department of Housing and Community Development for funding under the CalHome Program, and if selected, the execution of a standard agreement and required program documents.

Authorize the City Manager to enter into a contract with Self-Help Enterprises to write the application, and if funded, to administer and implement the CalHome programs.

BACKGROUND:

A resolution of application is attached for your consideration which allows submittal of an application for up to \$800,000 in grant funding for the implementation of a First-Time Homebuyer Mortgage Assistance Program and an Owner-Occupied Rehabilitation Assistance Program within the city limits of the City of Livingston. The application is in response to the 2020 CalHome Program Notice of Funding Availability (NOFA) issued on August 31, 2020, with an application deadline of October 29, 2020.

The Mortgage Assistance Program involves permanent gap financing in the form of a deferred payment loan to income eligible borrowers to account for remaining homebuyer costs after securing a primary mortgage. This gap financing may help borrowers purchase single-family residential units with or without accessory dwelling units (ADUs) or junior accessory dwelling units (JADUs). The maximum loan amount will be 40 percent of a borrower's purchase price for a property, up to a maximum of \$100,000.

The Rehabilitation Program offers income eligible persons financing, also in the form of a deferred payment loan, to accomplish any of the following: the repair, rehabilitation, or reconstruction of single-family residential units; the construction, reconstruction, repair, or rehabilitation of an ADU or JADU; and, the repair or replacement of a manufactured home. Under the rehabilitation assistance program the maximum loan amounts vary. For the rehabilitation of single-family residential units, the maximum loan amount will be \$75,000, except if a home is in need of reconstruction, the maximum loan amount is \$125,000. And for ADU construction, the maximum per-unit loan amount is \$100,000.

The resolution authorizes the City Manager, or his designee(s), to sign the application, the Standard Agreement, and any subsequent amendments or modification thereto, as well as any other documents required by HCD for participation in the CalHome Program.

The application will be written and administered by Self-Help Enterprises, if funded.

FISCAL IMPACT:

Self-Help Enterprises (SHE) waived their fee to prepare the application. If the CalHome application is successful, the activity delivery costs are paid for by the grant. However, grant administration is not covered by the grant. SHE will charge the City \$12,000 to administer the grant which, again, will come from the General Fund Administrative Services budget spread out over three years.

ATTACHMENTS:

1. Resolution 2020-

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF LIVINGSTON, CALIFORNIA,
AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA
STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING
UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF
SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY
RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.**

WHEREAS, The City of Livingston, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") on August 31, 2020, for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, The City of Livingston wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$800,000.

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

1. Approves the submittal to HCD an application to participate in the CalHome Program in response to the NOFA issued on August 31, 2020 which will request a funding allocation of \$800,000 for the following activities:
 - Owner-Occupied Rehabilitation Program to be located within the city limits of the City of Livingston. This includes financial assistance to income eligible participants for the repair, rehabilitation, or reconstruction of single-family residential units, the construction, reconstruction, repair, or rehabilitation of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU), and the repair or replacement of a manufactured home.
 - First-Time Homebuyer Mortgage Assistance Program to be located within the city limits of the City of Livingston. This involves loans, only used as gap financing, to income eligible households for the purchase of single-family residential units, including the purchase of homes with ADUs or JADUs.
2. Agrees if the application for funding is approved, the City of Livingston will use the CalHome funds for eligible activities in the manner presented in its application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Livingston acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.
3. Authorizes the City Manager or his designee(s) to execute in the name of the City of Livingston, and any subsequent amendments or modifications thereto, as well as any other

documents required by HCD for participation in the CalHome Program, and any amendments thereto.

Passed and adopted on this 6th of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I, hereby certify, that the foregoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Livingston this 6th day of October 2020.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

STAFF REPORT

AGENDA ITEM: Discussion and Potential Direction Regarding Tobacco Regulations to Reduce Youth Tobacco Access and Use in the City

MEETING DATE: October 6, 2020

PREPARED BY: Jose M. Sanchez, City Attorney
Trevor T. Taniguchi, Attorney

RECOMMENDATION:

Receive information and provide direction on tobacco regulations to reduce youth tobacco access and use in the City.

BACKGROUND:

At its June 2, 2020 City Council meeting, the City Council received a presentation from the California Health Collaborative regarding strategies to reduce youth tobacco use in the City of Livingston. The presentation conveyed the significant health impacts that youth tobacco use has on the community of Livingston, and also included several testimonials from Livingston students. After receiving the presentation and a substantive discussion amongst the Council, direction was given to Staff to return with potential proposals for consideration by the Council regarding regulations to help prevent youth tobacco access and use within the City.

On October 28, 2020, Governor Newsom signed S.B. 793, which prohibits tobacco retailers within the state from selling, offering for sale, or possessing with the intent to sell or offer for sale a flavored tobacco product or a tobacco flavor enhancer. Additionally, violations are deemed infractions subject to a \$250 fine for each violation.

DISCUSSION:

Based upon the Council discussion, the City Attorney's Office engaged with collaborative discussions with stakeholders, including the California Health Collaborative, to identify and develop potential options for the City to consider to help curb youth tobacco use. Under state law, the City is permitted to regulate tobacco sales within its jurisdiction, so long as the City's regulations do not pertain to state taxes (Business & Professions Code §§ 22970 *et seq.*). Additionally, S.B. 793 permits the City to adopt standards that are more restrictive regarding the sale and use of flavored tobacco.

After a substantial amount of research and analysis, two initial options are being presented for Council consideration, both of which have been proven to be highly effective mechanisms for helping prevent youth tobacco use.

The first option for consideration is a "Tobacco Retailer License," which would be a license issued by the City, and would allow for the City to establish additional regulations in the future, should it wish to, regarding tobacco sales within the City. Tobacco retailer license programs are used by many jurisdictions throughout the state to regulate tobacco sales within their jurisdictions and have proven to be an effective

baseline regulation to prevent youth tobacco use and limit the negative public health and equity impacts associated with tobacco use.

The second option for consideration is establishing proximity requirements for any new business wishing to sell tobacco products within the City, creating important “buffers” away from sites that youth oriented facilities, such as schools, parks, and playgrounds, and youth centers.

STAFF REPORT

AGENDA ITEM: Resolution Authorizing the Implementation of the Reserve Officers Program and Related Budget Amendments.

MEETING DATE: October 6, 2020

PREPARED BY: Vanessa L. Portillo, Finance Director
Chris Soria, Chief of Police

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Staff recommends that City Council authorize the implementation of the Reserve Officers Program including the revised Job Description, Salary Schedule and related budget and staffing amendments.

BACKGROUND:

On September 1, 2020, the Fiscal Year 2020/21 Budget was approved. At City Council's request, staff was asked to research the cost of implementing a Reserve Officers Program to offer an expanded public safety presence in the community.

After a thorough review, staff estimates the costs of such program at approximately \$76 thousand annually. The program consists of adding two (2) part-time Reserve Officers to assist with patrolling and providing outreach within the residents and business in the community to focus on crime prevention. A cost breakdown is provided below:

Reserve Officer Program	
Description	Annual Cost
Salaries & Benefits (2 Part-Time)	\$65,600
Other Costs (background checks, equipment, etc.)	\$10,000
Total	\$75,600

FISCAL IMPACT:

The fiscal impact to implement the Reserve Officers Program is approximately \$76 thousand. A budget amendment is required to increase salary and background check appropriations using General Fund resources to implement this program.

ATTACHMENTS

1. Resolution of the City Council Authorizing the Implementation of the Reserve Officers Program and Related Budget Amendments.
2. Reserve Officer Job Description
3. Part-Time Master Salary Schedule

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AUTHORIZING THE IMPLEMENTATION OF THE RESERVE OFFICERS
PROGRAM AND RELATED BUDGET AMENDMENT**

WHEREAS, the City Council approved the City of Livingston's Fiscal Year (FY) 2020/21 Budget on September 1, 2020; and

WHEREAS, the City Council instructed staff to conduct an analysis to implement a Reserve Officers Program to assist with patrolling and outreach efforts; and

WHEREAS, the cost to implement a Reserve Officers Program will be approximately \$76 thousand annually for two (2) part-time officers; and

WHEREAS, a budget and staffing amendment is required to increase salaries, benefits, and related operating expenditures to operate the program using General Fund resources; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livingston hereby approves the implementation of the Reserve Officers Program, including the Job Description, and stated salary range stated in the Part-Time Master Salary Schedule which are attached hereto.

Passed and adopted this 6th day of October, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Regular Meeting of the City Council of the City of Livingston this 6th day of October, 2020.

Monica Cisneros, Deputy City Clerk
of the City of Livingston



Job Description

Title: Reserve Police Officer – Level I	FLSA Status: Non-Exempt	Created:
Supervisor: Police Sergeant	Supervises: N/A	Revised:
Job Family: Police Services	Bargaining Unit: Police Services	Approved:

JOB SUMMARY:

Under the direction of a Police Sergeant, perform a variety of law enforcement activities including patrol functions, traffic regulation and the enforcement of City, State and federal laws, codes, ordinances and regulations; respond to and investigate crimes, accidents, emergency situations and other disturbances and requests for assistance; identify, apprehend and arrest criminals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform a variety of law enforcement activities including patrol functions, traffic regulation and the enforcement of City, State and federal laws, codes, ordinances and regulations; provide a variety of services to safeguard the lives, property and constitutional rights of City citizens and visitors; respond to citizen complaints.
- Patrol the City’s streets, parks and commercial and residential areas; identify traffic violations and suspicious or criminal activities including misdemeanors and felonies; respond to emergency situations and observed or reported harmful or illegal conditions and activities by conducting investigations or taking appropriate action; conduct follow-up investigations as required.
- Detect, apprehend, arrest and transport suspected or convicted criminals; enforce traffic laws; prepare and issue tickets for violations; investigate traffic accidents and determine causes; administer drug and alcohol testing as appropriate; arrange for additional emergency and patrol vehicles as necessary.
- Inspect crime scenes to identify and collect potential and actual evidence; observe, interview and interrogate victims, witnesses and suspects; search suspects for drugs, weapons and other illegal articles; conduct surveillance as required; present evidence and testify in court as requested.
- Respond to a wide variety of calls from citizens in need of first aid, information and general assistance; provide direction or information to individuals or groups for the purpose of preventing, subduing or alleviating harmful, dangerous or illegal situations.
- Prepare a variety of detailed and concise police reports related to crimes, investigations, traffic accidents and assigned activities; maintain records and logs related to daily activities; prepare search warrants and press releases related to criminal activity as assigned by the position.
- Serve as an informational resource to the public concerning law enforcement activities; respond to inquiries and provide detailed and technical information concerning related services, crimes, laws, ordinances, codes, regulations, policies and procedures; provide traffic control at traffic accident scenes, congested areas, schools, and special events.
- Communicate with other law enforcement agencies, City personnel and various outside organizations to exchange information, coordinate activities and resolve issues or concerns; collaborate with other law enforcement agencies in the investigation of various crimes as appropriate.
- Operate and maintain a variety of specialized equipment such as law enforcement vehicles, firearms, handcuffs, leg restraints, batons, flashlights, radars, two-way radios, pepper spray and sirens.
- Provide first aid, CPR and rescue services at crime scenes, accidents and other emergency situations as needed.
- Notify the public of criminal and law enforcement situations and activities as needed; check houses for vacationing citizens as requested; check on the health and welfare of citizens as requested.
- Attend and participate in various meetings and training sessions as assigned; participate in explorer or other assigned special functions and activities as required.
- Monitor hunting activities to ensure hunters possess appropriate licenses as assigned.
- Tow vehicles in response to parking violations as appropriate; assist the public with locked cars as needed.
- Drive a vehicle to conduct work.

OTHER DUTIES:

- Perform related duties as assigned.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Principles, practices, procedures and techniques used in law enforcement.
- City, County, State and federal laws, codes, ordinances and regulations.
- Rules of evidence and laws of arrest.
- Interviewing and interrogation techniques.
- Crime scene investigation, evidence collection and preservation practices, procedures and techniques.
- Operation of a variety of specialized law enforcement vehicles and equipment.
- Record-keeping and report preparation techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Health and safety regulations.
- Legal and defensive driving practices.
- First aid and CPR procedures.

Ability to:

- Perform a variety of law enforcement activities including patrol functions and traffic regulation.
- Interpret, apply and enforce City, State and federal laws, codes, ordinances and regulations.
- Respond to crime and emergency scenes and take immediate and appropriate action.
- Detect, apprehend and arrest suspects.
- Investigate crimes and inspect crime scenes to identify and collect potential and actual evidence.
- Maintain current knowledge of the law and modern law enforcement techniques.
- Learn geography of the City and specific areas of assignment.
- Operate a variety of specialized law enforcement vehicles and equipment.
- Analyze situations accurately and adopt an effective course of action.
- Observe health and safety regulations.
- Maintain records and prepare clear and concise reports.
- Administer first aid and CPR as necessary.
- Work independently with little direction.
- Observe legal and defensive driving practices.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others

Education and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities is:

- Graduation from high school or equivalent GED.
- Sufficient training and experience to demonstrate the knowledge and abilities listed above.

Licenses, Certifications and other Requirements:

- Valid Basic P.O.S.T. certification.
- Valid California Class C driver's license.
- Valid First Aid and CPR certification.

WORKING CONDITIONS:

Work Environment:

- Indoor/outdoor environment.
- Seasonal heat and cold or adverse weather conditions.
- Evening or variable hours, and emergency call-out.
- Driving a vehicle to conduct work.

Physical Demands:

- Dexterity of hands and fingers to operate various law enforcement equipment.
- Hearing and speaking to exchange information.
- Climbing stairs, ladders and over obstacles.
- Reaching overhead, above the shoulders and horizontally.
- Walking and running over rough or uneven surfaces.
- Seeing to patrol and read a variety of materials.
- Sitting or standing or standing for extended periods of time.
- Bending at the waist, stooping, kneeling or crouching.
- Lifting, carrying, pushing or pulling heavy objects or individuals as assigned by the position.
- Physical agility and stamina.

Hazards:

- Exposure to possible fights and confrontations.
- Contact with dissatisfied or abusive individuals.
- Driving a vehicle during adverse weather conditions.
- Hazardous chemicals.
- Communicable diseases.
- Traffic hazards.
- Explosives and guns.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

MASTER SALARY SCHEDULE

Eff 07/01/2020

CLASSIFICATION						Clerical Grp F	G
	A	B	C	D	E		
Account Clerk	2,784	2,923	3,069	3,222	3,383		
Accountant	4,479	4,703	4,938	5,185	5,445	3,553	
Accounting Technician	3,308	3,473	3,647	3,829	4,021		
Administrative Analyst	3,931	4,127	4,334	4,551	4,778	4,222	
Administrative Assistant	3,391	3,560	3,738	3,925	4,121	5,017	
Administrative Services Manager	4,784	5,023	5,274	5,538	5,815	4,327	
Animal Control Officer	3,815	4,006	4,206	4,416	4,637		
Assistant Planner	3,691	3,876	4,070	4,272	4,487		
Building Official	3,262	3,425	3,597	3,776	3,965		
Chief of Police	10,053	10,556	11,084	11,638	12,220		
City Manager	15,385	16,155	16,962	17,810	18,701		
Communications/Records Manager	4,124	4,330	4,546	4,774	5,012		
Community Development Director	8,311	8,726	9,163	9,621	10,102		
Community Service Officer	3,105	3,260	3,423	3,594	3,774		
Corporal	5,511	5,787	6,076	6,380	6,699		
Corporal w/Degree	5,790	6,080	6,384	6,703	7,038		
Custodian	2,515	2,641	2,773	2,912	3,057		
Director of Finance/Assistant City Manager	9,108	9,564	10,042	10,544	11,071		
Dispatcher	3,210	3,371	3,539	3,716	3,902		
Executive Assistant to the City Manager	4,282	4,495	4,720	4,955	5,204		
Executive Assistant/Deputy City Clerk	4,593	4,823	5,064	5,317	5,583		
Human Resources Coordinator (Confidential)	4,825	5,066	5,319	5,585	5,864		
Lead Maintenance Worker, Lead Parks/Landscape Worker	3,468	3,641	3,823	4,015	4,215		
Maintenance Mechanic	3,829	4,020	4,221	4,432	4,654		
Maintenance Worker	3,067	3,221	3,382	3,551	3,728		
Office Assistant I	2,327	2,443	2,566	2,694	2,829	2,970	
Police Captain	9,497	9,972	10,470	10,994	11,544		
Police Commander	5,802	6,092	6,397	6,717	7,053		
Police Office Assistant II	2,868	3,011	3,162	3,320	3,486		
Police Officer	4,318	4,534	4,761	4,999	5,249		
Police Officer w/degree *	4,537	4,763	5,002	5,252	5,514		
Police Public Assistant	2,840	2,982	3,131	3,288	3,452		
Police Records Assistant	2,328	2,444	2,566	2,695	2,829		
Police Sergeant	7,083	7,437	7,809	8,199	8,609		
Police Sergeant w/degree *	7,441	7,813	8,204	8,614	9,045		
Public Services Officer	3,210	3,371	3,539	3,716	3,902		
Public Works Director	8,051	8,454	8,877	9,320	9,786		
Public Works Leadman	4,023	4,224	4,436	4,657	4,890		
Public Works Street Supervisor	4,480	4,704	4,940	5,186	5,446		
Public Works Superintendent	4,808	5,049	5,301	5,566	5,844		
Public Works Supervisor Water Division	4,690	4,925	5,171	5,430	5,701		
Recreation Coordinator	2,167	2,275	2,389	2,509	2,634		
Recreation Leader	2,253	2,366	2,484	2,608	2,739		
Recreation Specialist	2,783	2,922	3,068	3,221	3,382	3,553	
Recreation Superintendent	3,863	4,056	4,259	4,472	4,696		
Senior Account Clerk	3,228	3,389	3,559	3,737	3,924	4,120	
Sr. Accountant	7,167	7,525	7,901	8,296	8,711		
Sr. Administrative Analyst	4,340	4,557	4,785	5,024	5,275	5,539	
Sr. Administrative Analyst/Community Development	4,577	4,806	5,046	5,299	5,564	5,842	
Senior Office Assistant	2,424	2,545	2,672	2,806	2,947	3,095	
Sr. Maintenance Worker	3,468	3,641	3,823	4,015	4,215		
Senior Planner	5,483	5,757	6,045	6,347	6,664		
Street Sweeper Operator	3,300	3,465	3,638	3,820	4,011		
Utility Worker I	3,468	3,641	3,823	4,015	4,215		
Utility Worker II	3,829	4,020	4,221	4,432	4,654		
Water/Wastewater Operator I	4,655	4,887	5,132	5,388	5,658		
Water/Wastewater Operator II	5,278	5,542	5,819	6,110	6,415		
Water/Wastewater Operator III	5,910	6,206	6,516	6,842	7,184		
Water/Wastewater Manager	5,948	6,246	6,558	6,886	7,230		
Transitional Phase for Water/Wastewater Operators							
Operator in Training/Temporary	3824	4015	4216	4427	4647	4879	5130

PART-TIME MASTER SALARY SCHEDULE

CLASSIFICATION						
	A	B	C	D	E	
Administrative Analyst	18.82	19.76	20.75	21.79	22.88	
Administrative Assistant	16.23	17.04	17.89	18.79	19.73	
Custodian	13.03	13.68	14.37	15.08	15.84	
Lifeguard	13.00	13.65	14.33	15.05	15.80	
Maintenance Worker	15.88	16.67	17.51	18.38	19.30	
Office Assistant I	13.00	13.65	14.33	15.05	15.80	
Office Assistant II	13.50	14.18	14.88	15.63	16.41	
Police Dispatcher	16.55	17.38	18.25	19.16	20.12	
Police Records Assistant	13.00	13.65	14.33	15.05	15.80	
Recreation Leader	13.00	13.65	14.33	15.05	15.80	
Recreation Specialist	14.35	15.07	15.82	16.61	17.44	
Reserve Police Officer	25.00	26.25	27.56	28.94	30.39	
Sr. Administrative Analyst	20.78	21.82	22.91	24.06	25.26	

STAFF REPORT

AGENDA ITEM: Resolution Approving an Amendment to an Agreement with West Coast Consultants, Inc. (WC3) for Building Department Support Services to Extend the Agreement for an additional three (3) years, and Authorizing the City Manager to Execute Amendment.

MEETING DATE: October 6, 2020

PREPARED BY: José Antonio Ramírez, City Manager

REVIEWED BY: José Antonio Ramírez, City Manager

RECOMMENDATION:

Adopt Resolution No. 2020-____, approving an amendment to an Agreement with WC3 to extend the term for an additional three (3) years, and authorizing the City Manager to execute the Amendment.

BACKGROUND:

The City provides Building Department Services (plan checking, building inspection, code enforcement) via a contract provider since at least 2003. Contracting building services provides the City the most flexibility to accommodate the highs and lows of development activity.

On September 2017, City Council approved a three (3) professional services contract with WC3 to provide services related to the Building Department. WC3 contract can be extended at the discretion of the City's Contract Administrator.

DISCUSSION & RECOMMENDATION:

Council to consider approving an amendment to a Professional Services Agreement with WC3 to extend Agreement for three (3) additional years, and authorizing the City Manager to execute amendment.

No fee increase has been proposed by WC3 during this additional three-year period.

FISCAL IMPACT:

The three-year contract extension does not reflect a fee increase. Estimated annual fiscal impact on the General Fund is approximately \$68 thousand which is included in the FY 2020/21 Approved Budget. Resources from grants, Enterprise funds, and Special revenue funds including street funds will cover all other related contract costs.

ATTACHMENTS:

- 1) Original three-year Professional Services Agreement
- 2) Amendment to Professional Services Agreement year contract extension

- 3) Resolution 2020-** Approving an Amendment to an Agreement with West Coast Consultants, Inc. (WC3) to extend the Agreement for an additional three years, and Authorizing the City Manager to Execute Amendment.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LIVINGSTON AND
WEST COAST CONSULTANTS, INC. (WC3)**

THIS AGREEMENT for professional services is made by and between the City of Livingston, a California municipal corporation ("City"), and West Coast Consultants, Inc. (WC3), ("Professional") as of September 19, 2017.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit B at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on September 19, 2020, the date of completion specified in Exhibit B. Professional shall complete the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Compensation Schedule, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit B;
- The Professional's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 **Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit A.

- 2.4 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit A.
- 2.5 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit A, and shall not exceed Fee Schedule. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 **Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 **General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 4.2.2 **Minimum scope of coverage.** Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent

edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that

Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to

indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.2 **PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 **Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for

PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

8.6 Options upon Breach by Professional. If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 8.6.3 Retain a different Professional to complete the work described in Exhibit B not finished by Professional; or
- 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit B that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Merced or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

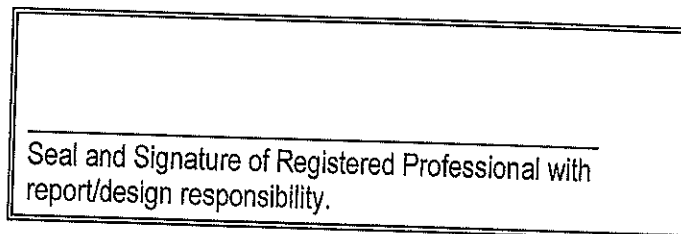
- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by the City of Livingston ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** Any written notice to Professional shall be sent to:

Giyan A. Senaratne, Principal/CEO
West Coast Consultants, Inc.
3841 N. Freeway Blvd., Suite 280
Sacramento, CA 95834

Any written notice to City shall be sent to:

Jose Antonio Ramirez, City Manager
City of Livingston
1416 C Street
Livingston, CA 95334

- 10.11 **Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit B, and the compensation schedule attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 **IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

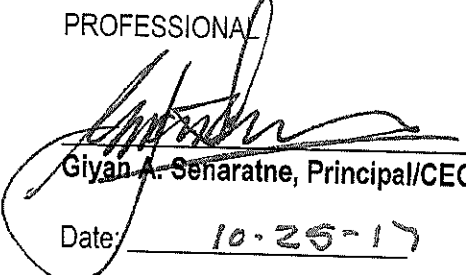
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF LIVINGSTON

PROFESSIONAL


Jose Antonio Ramirez, City Manager

Date: 10-3-17


Giyan A. Senaratne, Principal/CEO

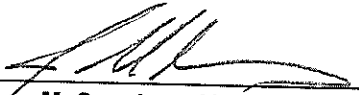
Date: 10-25-17

Attest:


Betty Cota, Deputy, City Clerk

Date: 10-3-17

Approved as to Form:


Jose M. Sanchez, City Attorney

Date: 10/3/17

EXHIBIT A
COMPENSATION SCHEDULE



Exhibit A - Fee Schedule

Please find Exhibit A for the complete list of proposed hourly rates for the personnel assigned to the city's projects under the RFP below.

**EXHIBIT A
FEE SCHEDULE**

All responses to this RFP shall include the following information. For your convenience, you may complete this form and include it in your proposal. Failure to include the information contained in this exhibit may be cause for rejection of your proposal.

I. Consultant's Personnel

List all personnel you are proposing for the requirements listed herein. For all classifications shown, indicate the name(s) of the personnel proposed to perform in that classification. A single individual may be proposed in more than one classification, but each classification shall be clearly noted.

Hourly Billing Rates shall include all overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Additional charges for incidental expenses such as copies, telephone calls, etc. will not be allowed.

<u>Classification</u>	<u>Staff Person Name</u>	<u>Hourly Billing Rate</u>
<u>Interim Building Official</u>	<u>TBD</u>	<u>\$ 125.00</u>
<u>Senior Structural Engineer</u>	<u>TBD</u>	<u>\$ 115.00</u>
<u>Plan Review Engineer/Architect</u>	<u>TBD</u>	<u>\$ 100.00</u>
<u>ICC Certified Plans Examiner</u>	<u>TBD</u>	<u>\$ 85.00</u>
<u>Inspector II</u>	<u>TBD</u>	<u>\$ 80.00</u>
<u>Inspector I</u>	<u>TBD</u>	<u>\$ 70.00</u>
<u>Permit Technician</u>	<u>TBD</u>	<u>\$ 55.00</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____



Exhibit A - Subcontractors

WC³ will not be using any subcontractor personnel if awarded the contract.

I. Subcontractors

If any portion of the work will be performed by subcontractors, list all subcontractor personnel. If none of the work will be assigned to subcontractors, then so state.

Hourly Billing Rates shall include all overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, office expenses, etc. Additional charges for incidental expenses such as mileage, copies, telephone calls, etc. will not be allowed.

Classification	Consultant Company	Staff Person Name	Hourly Billing Rate
WC3 will not be using subcontractors for any portion of the work for this contract			\$ _____
N/A	N/A	N/A	\$ N/A
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

EXHIBIT B
SCOPE OF SERVICES



Plan Review Service & Digital Review Capability

Outlined below is the general process WC³ utilizes to provide plan review services. The following is presented as a guideline only and shall to be adjusted according to the unique procedures of your department. We will work with your department in a seamless and timely manner for the review of plans and supporting documents for code compliance.

Building Plan Review Quality Assurance Procedure

The project manager is responsible for establishing and maintaining plan review standards and for verifying that all design is done in accordance with said standards. The project manager has the following quality assurance responsibilities:

- *Establishing and maintaining local design criteria's, local municipal adoptions, and plan review checklist tailored to the jurisdictions needs.*
- *Maintaining familiarity with all projects during design and providing input and suggestions as required.*
- *Performing quality assurance reviews on all projects.*

An information binder/file specific to the City of Livingston will be created to identify items inherent and of interest to the City. This binder is maintained and utilized during each review ensuring City concerns are addressed.

Building Plan Review Process and Methodology Review

- ▶ WC³ provides electronic plan review services. We assist in training your staff regarding submittals, processing, and issuance of projects reviewed electronically. A protected online portal can be established for department staff or applicants to upload plan to our plans portal. The portal allows quick access and information regarding plan review assignment, status, monthly reporting and viewing of submitted documents during the review process. (www.plans.wc-3.com)
- ▶ A courier service will be dispatched for pick-up paper plans on the same day when notified by noon, or otherwise within 24 hours. WC³ will utilize our established ground service account to pick up all documents to be delivered to our office at no additional cost to the City.
- ▶ Plan reviews result in typewritten lists of comments always referring to specific details, drawing sheets, and applicable code sections. Should the City have a specific format for correction or approval letters we are happy to utilize your format.
- ▶ WC³ understands code interpretations are subject to final review and approval by the Chief Building Official. It is further understood all plan review comments are subject to the review by City staff members.



- Plan reviews will be conducted within timeframes established by the City and identified under the Plan Review Turnaround Schedule.
- Comment lists will be electronically sent to the City's designated staff members for inclusion in a consolidated correction letter.
- All communication with the applicant's designee will be conducted and coordinated as required to assist in responding to our plan review letters,
- We will work with the jurisdictions preferred method of communication.
- Plan review approval will not be recommended to the City until all code compliance issues are resolved to the best of our knowledge and all permit issuance requirements of the department are satisfied. Electronic plans cycle will be stored on the portal, until final approvals are completed. At that point WC³ can provide a protected digital copy or final hardcopy approvals to the City.

WC³ will provide the following scope of building plan review services by performing plan reviews at our main office or, if requested, at the City's Building Division. Plans will be carefully reviewed for their compliance with the model codes adopted by the State of California and as amended by the City of Livingston. Plans are thoroughly reviewed for the following, as applicable:

- Life Safety Plan Review
- Title-24 Accessibility Plan Review
- Structural Plan Review
- Title-24 Energy Plan Review
- CAL Green Plan Review
- 2016 California Building Code
- 2016 California Residential Code
- 2016 California Electric Code
- 2016 California Plumbing Code
- 2016 California Mechanical Code
- 2016 California Energy Code
- ASCE 31 and 41
- 2016 Existing California Building Code
- 2016 California Green Building Code
- Geotechnical Report Review
- Plumbing Plan Review
- Historical Building Code Plan Review
- Fire Plan Review
- OSHPD - 3 Plan Review
- City Ordinances, Policies and Conditions of Project Approval
- FEMA 350, 351, and 353
- AISC 341-10, 358-10, and 360-05
- ACI 318-14
- ASCE 7-10
- ANSI/AF&PA NDS-08
- TMS 402-11
- AISI S100 to S230-07



Plan Review Turnaround Schedules

Our plan reviews are returned promptly to meet your needs. WC³ will commit to completing plan reviews within the timeline expectations required by the City. Our typical turnaround times are listed below. Occasionally, complex projects may require 15 days for the first review and 10 days for the recheck. For extraordinarily complex projects, WC³ will immediately inform the City and agree on an appropriate turnaround time prior to starting the review.

Typical Plan Review Turnaround Schedule

Type of Project	Response Time *	
	First Review (Working Days)	Recheck (Working Days)
Single Family Dwelling/Duplex	10	5
Residential Additions/Accessory buildings	5	5
New Multi-Family (3) or more	10	5
New Commercial Construction	10	5
Commercial Additions	10	5
Tenant Improvements	5	5

** All turnaround times have been specified from the day they are received in our offices.*

Expedited Plan Review

Accelerated plan review can be accommodated given a 24-hour notice to allow for schedule modifications and possible weekend or overtime work. WC³ requires compensation for accelerated reviews of 150% of the listed rates within our Cost Information section of this proposal and agreed upon by the City.



Building Inspections

West Coast Code Consultant's inspectors are experienced in a wide variety of construction types and occupancies including residential developments, tenant improvements, commercial, institutional, essential service buildings and industrial projects. WC³ provides our inspectors with all the tools, reference materials, and equipment needed to perform their duties.

We understand that a positive attitude and customer service skills are critical components to successful jobsite interactions, therefore, we employ inspectors who are experienced and skilled in dealing with people both at the front counter and in the field. All inspection personnel assigned to your jurisdiction will be able to read, understand and interpret construction documents, prepare and maintain accurate records and reports, communicate clearly both verbally and in writing and work effectively with contractors, the public and jurisdictional staff.

Our staff will contact the Building Official (or his/her designee) for any code interpretations, local preferences, alternate means/methods exceptions, etc. Our inspectors will work closely with the Building Official regarding any field interpretations required for complex code items. If a concern should arise on a project our inspection staff will work proactively with all parties to resolve the issue.

We tailor our inspection services to meet the specific needs of our clients. We maintain a list of highly qualified personnel we utilize for both full time and interim needs. Inspection services will be sourced out of one of our local offices where we can draw upon our list of qualified candidates for the department's approval. We will provide inspection services within 24 hours of notification.

Assigned staff will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes.

In general, inspection services provided may include, but are not limited to:

- ▶ Performing all inspections through your Building Division and under the direction of the Chief Building Official or his/her designated staff.
- ▶ Performing all necessary building inspections in an efficient and courteous manner.
- ▶ Providing personnel who are professionally qualified and certified, as determined by the jurisdiction, to perform commercial, industrial and/or residential construction inspection.
- ▶ Projects under construction by permit shall be inspected for compliance with adopted Building Codes as amended by local ordinance.
- ▶ Coordinating inspection services with other pertinent departments as needed.
- ▶ Enforcing conditions of approval associated with discretionary permits.
- ▶ Overseeing special inspections and conducting investigations as directed by your department including field and office research and preparation of documents.



- › Input of all inspection records into the department's permit tracking system, maintenance of all inspection records, correction notices, and all documentation related to design changes for all assigned projects.
- › Resolving code interpretation issues in a timely and professional manner.
- › Observing each project at the completion of the various stages of construction for compliance with the appropriate building codes and approved project plans.
- › Coordination with the Building Division on all Certificates of Occupancy to confirm that all applicable departments and regulatory agencies have approved the project.
- › We will also participate in any staff meetings and/or trainings as required by your jurisdiction.

Administrative Staff Support Services

As needed, WC³ can furnish exceptionally qualified personnel to staff and support your front counter and administrative operations. Our staff operates as an extension of your team and understands that customer service is paramount in our industry. All of our team members are intimately familiar with the building fire and life safety application and permitting process.

Our technicians are familiar with a vast array of jurisdictional permit tracking programs and will quickly adapt to your departments specific processes and procedures. We work proactively and collaboratively with applicants to help resolve issues and make the permitting process as pleasant as possible for your customers. All candidates will be presented for your approval.

Additional Services

As a leading consultant with exceptional resources, we also offer the following additional services. We would be pleased to expand on any of our qualifications:

- › Interim Building Official Services
- › Fire & Life Safety Plan Review & Fire Inspections
- › Public Works Plan Review and Field Inspections
- › Development Review and Inspection Services
- › Civil Plan Review Services
- › Electronic Document Management and Review
- › Electronic Plan Review Training
- › Sustainability Review

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LIVINGSTON AND WEST COAST CONSULTANTS, INC.
(WC3) TO PROVIDE BUILDING DEPARTMENT SUPPORT SERVICES**

This first Amendment to the Professional Services Agreement ("**Amendment**") is made by and between the City of Livingston, a California municipal corporation ("**City**"), and West Coast Consultants, Inc. (WC3) ("**Professional**") as of October 6, 2020. The City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("**Agreement**") dated September 19, 2017 for the purpose of building department support services to the City of Livingston for a term of three (3) years as approved by Council via Resolution No. 2017-62; and

WHEREAS, City is satisfied with Professional's services and wishes to continue to retain the services of Professional for an additional three (3) years; and

WHEREAS, this Amendment will extend the term of the existing Agreement. All other provisions of the Agreement will remain the same including compensation.

NOW, THEREFORE, the Parties, for the consideration hereinafter described, mutually agree as follows:

AGREEMENT

1. Section 2 of the Agreement, "Term," provides that the Agreement shall terminate in accordance with Resolution No. 2017-62. The Parties hereby agree to amend Section 2 of the Agreement to read as follows:

"The term of this Agreement shall begin on October 6, 2020 and shall end on October 6, 2023, unless terminated or modified by the Parties in accordance with Section 8 of the Agreement."

2. All other terms and conditions in the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF LIVINGSTON

PROFESSIONAL

José Antonio Ramírez, City Manager

Giyán A. Senaratne, Principal/CEO

Date: _____

Date: _____

Attest:

Monica Cisneros, Deputy City Clerk

Date: _____

Approved as to Form:

Jose M. Sanchez, City Attorney

Date: _____

RESOLUTION NO. 2020-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING AN AMENDMENT TO AN AGREEMENT WITH WEST COAST
CONSULTANTS, INC. (WC3) TO EXTEND THE AGREEMENT AN ADDITIONAL THREE
YEARS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT**

WHEREAS, the City of Livingston currently has a Professional Services Agreement (Agreement) with West Coast Consultants, Inc. (WC3) to provide building department support services; and

WHEREAS, Council approved Resolution No. 2017-62 authorizing the City Manager to execute a three-year agreement with West Coast Consultants, Inc. (WC3) to commence on September 19, 2017; and

WHEREAS, the Agreement expired on September 19, 2020 and the City wishes to continue to retain the services of West Coast Consultants, Inc. (WC3);

WHEREAS, the City and West Coast Consultants, Inc. (WC3) have agreed that an amendment to the Agreement is needed in order to extend the term of the Agreement for an additional three years and that the scope of work and compensation set forth in the Agreement shall remain the same during the extended term; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livingston hereby adopts Resolution No. 2020- _____ approving an Amendment to an Agreement with West Coast Consultants, Inc. (WC3) to extend the term for an additional three (3) years (Expires: October 6, 2023), and authorizing the city manager to execute amendment in a form approved by the City Attorney.

Passed and adopted this 6th day of October, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Livingston this 6th day of October, 2020.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

STAFF REPORT

AGENDA ITEM: City Council Accept the bid for Audio and Visual Upgrades/Replacement in the City Council Chambers and Authorize the City Manager to Sign a Proposal on Behalf of the City of Livingston.

MEETING DATE: October 6, 2020

PREPARED BY: José Antonio Ramírez, City Manager

REVIEWED BY: José Antonio Ramírez, City Manager

RECOMMENDATION:

City Council to authorize City Manager to execute a contract with VIP Audio Visual Company (VIP), Pleasanton, California, in the not-to-exceed amount of \$84,000, for Audio and Visual Upgrades in the City Council Chambers.

BACKGROUND:

The audio and visual equipment in the Council Chambers has reached its useful life and no longer supports the technological needs of the City. There is currently poor to mixed quality audio and visual installed in the Council Chambers. In fact, staff does not have recollection of the last upgrade other than a minimal upgrade in 2017/18 Fiscal Year. A complete remodel of the Council Chambers was probably done in the early 2000's. That technology, now almost 10 years old, has become unreliable and increasingly unsupportable. Current systems now offer enhanced projection quality, LCD touch-panel monitors, wall-mounted flat-panel displays, improved audio and fully integrated and distributed remote control systems. Some systems can also provide enhancements such as room lighting control and electronic voting tabulation, and zone sound quality.

Given the current environment of conducting virtual meetings, an audio and visual system remodel is an allowable reimbursable expense through FEMA Grants for Pandemic Relief.

DISCUSSION:

The City reached out to companies that specialize in programming and installation of display, audio and video systems. The City received three (3) competitive quotes as follows:

Better Presentation Systems Inc.	\$49,215
Live Stage Productions	\$58,302
VIP Audio Visual Company	\$76,099

The recommended bid award is based on the bidder's compliance with specifications and competitive pricing, warranties, professionalism, use of existing equipment, equipment life span and best fit for the city needs. Staff analyzed the bids and interacted with the companies to find the best viable and suitable solution for the city's needs. VIP Audio Visual Company was selected as the firm that addresses the city's needs.

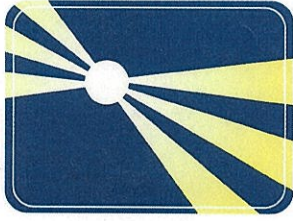
VIP has performed for a number of high profile clients e.g., Facebook, Google, Chevron, Kaiser Permanente, etc. Their clients extend into corporate events, hospitality and entertainment. VIP is entrusted by executives and planners for their expertise and professionalism. They also are very familiar with the virtual world and taking virtual events to the next level. Staff has communicated the importance of creating a system that stands out in terms of facilitating public engagement and having great audio and visual elements. A system that can move from city meetings, to council meetings and have the broadcast quality so our residents and other stakeholders can consume. The total cost would be \$76,099. An additional 10% contingency is requested for unforeseen conditions in the amount of \$7,610.

FISCAL IMPACT:

The City will submit the total project costs for reimbursement through FEMA Grants for Pandemic Relief. Any un-reimbursable expenses will be covered using the Municipal Facilities Development Impact Fee funds available in Fiscal Year 2020/21 as the project is eligible for this funding.

ATTACHMENTS:

1. Better Presentation Systems Inc. Quote
2. Live Stage Productions Quote
3. VIP Audio Visual Company Quote



Better Presentation Systems, Inc.

2008 Opportunity Drive
Suite 170
Roseville CA 95678
Phn: 916 782 6444
Fax: 916 782 8811

Scope of Work

Client: City of Livingston
Site Location: Livingston, CA
Rooms: Boardroom
Contact: Jose Ramirez
Date: June 8, 2020

Project Scope

- **Display System:**
The display system will include an existing OFE projector and two (2) existing OFE monitors. The display system will be set up in a matrix configuration to provide video playback from any of the system inputs.
- **Audio System:**
The audio system has an AFV (audio follow video) feature. This will enable the audio to switch with the corresponding video signal. A digital signal processor will allow for the existing nine (9) OFE wired microphones, and one (1) wireless mic, to provide voice lift as well transmit audio to the far end of both voice and video calls. This state of the art audio system will be powered by a four channel professional network audio power amplifier. The power amp will distribute the audio signal to six (6) pro-audio ceiling speakers to provide system sound reinforcement. This audio solution is a premium discreet installation solution for distributed audio, teleconferencing, and video conferencing.
- **Video System:**
The video system will accommodate inputs from either computer or digital video sources. This hybrid solution provides a great value with its technology in moving video from point to point. The system is also scalable, giving the end-user an extended value into the future. Digital Media Transmitters will send the video signals to Receivers to provide the video playback. The system is configured to provide for

the display of three (3) owner furnished HDMI sources as well as an integrated Zoom Video Conference solution and wireless content sharing. These sources will be routed by means of the integrated matrix switcher.

- **Video Conferencing:**

The system is configured to provide for a hybrid hardware/software based video conference utilizing a Zoom solution. A pan/tilt/zoom camera will be mounted in the back of the room (along the same wall as the projection screen, and will send the camera feed directly into the hardware device along with the option of a content feed, that can be shared over the video call. The Video Camera will be set up with control via presets (up to 3) within the control system.

- **Control System:**

The control system will include a state of the art Crestron control processor and a ten inch Crestron color touch panel. The touch panel will be hard wired to the system and will professionally mounted in the wall at the front of the room. This powerful, and versatile, control system will be professionally and intuitively programmed to perform all of the functions described herein.

- **Miscellaneous:**

A properly ventilated equipment rack will be provided for the mounting of all necessary equipment. The location of this equipment is TBD. Suggested room is the storage closet.

- **Overview:**

The above description of a conceptual presentation system is based upon the integration of audio and video equipment that is designed to perform specific operations under most conditions. Integration of products is also determined by the infrastructure in which the system is installed. Such things as floor boxes, wall plates, and connections in furniture and millwork must be detailed. This project is designated as a design/build

Project Cost

Equipment Total	\$32,295.77
Tax	\$2,502.92
Freight	\$0.00
Sub Total	\$34,798.69
Installation & Programming Labor	\$14,416.00
Grand Total	\$49,214.69

Owner Furnished Equipment

- All OFE equipment is expected to be in good working order prior to deliver to BPS. BPS will not be held responsible for the repair or replacement of any OFE equipment found to not be in working order.

Exclusions

- All conduit, high-voltage wiring panels, breakers, relay boxes, receptacles etc.
- Concrete saw cutting and/or drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary sheet rock replacement or repair.
- Necessary ceiling tile or T-Bar modification, replacement and/or repair.
- Any and all mill work (moldings, trim, etc.)
- Painting

Owner Furnished Equipment

- All OFE equipment is expected to be in good working order prior to deliver to BPS. BPS will not be held responsible for the repair or replacement of any OFE equipment found to not be in working order.

Warranty

- All manufacturers' warranties will be honored on a depot basis. Warranties will vary by manufacturer.
- BPS warrants its' workmanship for a period of one year from date of acceptance or first use, whichever comes first.

Payment

- A 30% Deposit (\$14,764.41) is required prior to ordering any equipment.
- Progressive Payment Schedule will apply.
- All invoices carry Net 30 terms.

In consideration of the covenants and agreements hereof being performed by both parties to this proposal, including the furnishings of labor, materials, and work required by this proposal, BUYER agrees to pay to Better Presentation Systems, Inc. the amount mentioned above and according to the terms and conditions on this proposal/contract.

Buyer

Date

IF ACCEPTED, PLEASE SIGN AND RETURN



Billing: 2268 Westborough Blvd. Suite 302-152, South San Francisco, CA 94080
 Voice (650) 754-0336 Fax (650) 352-0172

Event: AV System Installation
 Venue: Livingstone City Hall
 Address: 1416 C Street
 City/State/Zip: Livingston, CA 95334

Quote

Q200924

Date: 9/24/20

Billing
 Contact Person: Jose Ramirez
 Address: 1416 C Street
 City/State/Zip: Livingston, CA 95334
 Work Phone: 209-394-8041 x 113
 Mobile: 209-398-1721
 Fax: 209-394-1751
 Email: citymanager@livingstoncity.com

Installation Day/Date/Time: TBD
 Payment Terms: Fifty percent due upon confirmation, the rest after completion

DESCRIPTION/ Scope of Work	Qty	Unit Price	Extended
Council Member Video			
Council Compact Workstation - TBD with IT Provider	5	\$ -	\$ -
Clerk Workstation - TBD with IT Provider	1	\$ -	\$ -
Clerk eGPU - TBD with IT Provider	1	\$ -	\$ -
Clerk Workstation Display - Dell P2418HT 24" Touchscreen - TBD with IT Provider	1	\$ -	\$ -
Clerk Multiview Display - 24" - TBD with IT Provider	1	\$ -	\$ -
Network Managed Switcher Cisco SG350-10P Gigabit PoE - TBD with IT Provider	1	\$ -	\$ -
BlackMagic SDI Decklink Duo2	1	\$ -	\$ -
Multiview Pro - Birdog	1	\$ 500.00	\$ 500.00
HuddleCam HD USB - Personal Camera - Council Members	6	\$ 350.00	\$ 2,100.00
HuddleCam HD Pro - IP - Council Members	2	\$ 550.00	\$ 1,100.00
Camera Bracket	2	\$ 250.00	\$ 500.00
Television 65" Polemount	2	\$ 250.00	\$ 500.00
BlackMagic Multiviewer 16	1	\$ 1,500.00	\$ 1,500.00
BlackMagic Router 12 - Clean Switch	1	\$ 1,500.00	\$ 1,500.00
Decimator MD-LX	10	\$ 100.00	\$ 1,000.00
Decimator MD-HX	4	\$ 300.00	\$ 1,200.00
Applicant Video			
Compact Workstation - TBD with IT Provider	1	\$ -	\$ -
HuddleCam HD Pro - IP	2	\$ 550.00	\$ 1,100.00
HuddleCam HD USB	1	\$ 350.00	\$ 350.00
Camera Bracket and Stand	2	\$ 250.00	\$ 500.00
Television 86" - Audience Display	2	\$ 2,000.00	\$ 4,000.00
Television 86" Wallmount	2	\$ 250.00	\$ 500.00
Video Projection			
5400 Lumens Projector / Panasonic PT-RZ570	1	\$ 3,200.00	\$ 3,200.00
Chief Projector Mount	1	\$ 200.00	\$ 200.00
Chief Projector Mount Pole	1	\$ 75.00	\$ 75.00
Chief Ceiling Mount	1	\$ 55.00	\$ 55.00
Controller			
VOIP Telephone Audio Interface	1	\$ 1,000.00	\$ 1,000.00
Dante Switcher	1	\$ 600.00	\$ 600.00
Digital Sound Card	7	\$ 35.00	\$ 245.00
Elgator StreamDeck XL	1	\$ 250.00	\$ 250.00
Access Point - TBD with IT Provider	1	\$ -	\$ -
iPad Pro - Audio Controller - TBD with IT Provider	1	\$ -	\$ -
Audio			
Bluetooth Audio Interface	1	\$ 260.00	\$ 260.00
AKG 12" Desktop Microphone - City Council Members	6	\$ 250.00	\$ 1,500.00
AKG 20" Desktop Microphone - Applicant	1	\$ 280.00	\$ 280.00
Shure SLX/B87A Wireless Microphone	2	\$ 730.00	\$ 1,460.00
Yamaha TF Rack Digital Audio Console with Automixer	1	\$ 2,100.00	\$ 2,100.00
Dante Card - Yamaha TF	1	\$ 450.00	\$ 450.00
JBL PRO AC895 - FOH Speakers	4	\$ 720.00	\$ 2,880.00
Crown XLI1500 - Power Amplifier	2	\$ 340.00	\$ 680.00
DriveRack Venue 260 - Loudspeaker Management System	1	\$ 870.00	\$ 870.00
Miscellaneous			
Racking System - Gator 16U	2	\$ 300.00	\$ 600.00
Racking System - Drawer / Panel / Etc	1	\$ 500.00	\$ 500.00
Microphone cables / Rapco custom	10	\$ 50.00	\$ 500.00
Patch Cable / Rapco custom	15	\$ 25.00	\$ 375.00
Loudspeaker Cable / Neutrik Custom	4	\$ 125.00	\$ 500.00
SDI cables / custom	20	\$ 35.00	\$ 700.00
3' HDMI cable	8	\$ 17.00	\$ 136.00
6' HDMI cable	6	\$ 20.00	\$ 120.00
25' HDMI cable	2	\$ 38.00	\$ 76.00
Network Cable / Cat6 Custom	30	\$ 35.00	\$ 1,050.00
Loudspeaker U-Bracket / JBL AC895	4	\$ 75.00	\$ 300.00
Loudspeaker Hanging Ware / Custom	4	\$ 150.00	\$ 600.00
Misc Patch / Custom Cabling / lot	1	\$ 500.00	\$ 500.00
Furman M-8X2 / Power Conditioner	2	\$ 100.00	\$ 200.00
Electrical Accessories - Extension Power Cable, Power Strips, etc	15	\$ 20.00	\$ 300.00
Cable Management - Custom/Lot - Conduit, Cable Wraps, etc	1	\$ 500.00	\$ 500.00
APC UPS Battery Back up - Council Member and Applicant Workstation - TBD with IT Provider	6	\$ -	\$ -
APC UPS Battery Backup - SMX3000RML2U - TBD with IT Provider	2	\$ -	\$ -
Presentation Clicker			
Dsan Perfect Cue Mini - Presentation Clicker	1	\$ 600.00	\$ 600.00
Labor Fee			
Custom/Day	5	\$ 1,500.00	\$ 7,500.00
Support Service			
Custom/Day	2	\$ 1,500.00	\$ 3,000.00
Miscellaneous Installation			
Custom/Day - Supporting Tools, Material, Etc	1	\$ 1,000.00	\$ 1,000.00
Accommodation for Installation day			
5	\$ 350.00	\$ 1,750.00	
Accommodation for Support Service day			
2	\$ 350.00	\$ 700.00	
***Subscription - client will need to subscribed to Zoom-Room and Polleverywhere			
***2 20A AC power required by the rack area and AC Power on each Council Member Station			
Subtotal		\$	54,462.00
Tax		\$	3,839.86
Total		\$	58,301.86

by signing this, Client understands and agrees to Live Stage Productions Rental and Expendable Sales agreements and conditions

X

Client's Signature

Client's Name

Date

LIVE STAGE PRODUCTIONS (LSP)
PERMANENT INSTALL, RENTAL AND EXPENDABLE SALES AGREEMENTS AND CONDITIONS

Whereas the customer on the reverse of this agreement will here further be referred to as CLIENT and LSP Productions will here further be referred to as LSP:

1. **CLIENT** assumes all risk and responsibility for the proper selection of Equipment and the use and operation of Equipment and agrees to comply with all Federal, States, and Local Laws and regulations, all industry standards, and shall be responsible for providing proper safety devices and equipment to safeguard users, operator, and bystander from any possible risk from Equipment herein rented or sold. Items listed on the contract are for the purpose of installation in safe and adequate facilities. CLIENT is responsible for becoming familiar with operating procedures, proper use, and care of the Equipment and will not under any circumstances alter the Equipment or use it for any purpose other than that for which it was manufactured or designed. LSP reserves the right to refuse rentals, sales, and services at its sole discretion.
2. LSP makes every effort to ensure proper working condition of the Equipment but does not guarantee Equipment against failure of any kind. Any and all failures of Equipment must be reported to LSP's service and repair department immediately via phone at 650-754-0336. No monies will be refunded or credited to CLIENT without immediate notification of failure to LSP while agreement is in effect. Calls to the service department from the CLIENT regarding LSP equipment failure, ensuing in a dispatch of a service technician, and which are found to be issues resulting from operator error, will result in a labor charge to CLIENT. Equipment rental fees are to cover ordinary wear only. LSP has the right to examine and test such Equipment upon its return to determine any unusual wear or damages whether from use, transport, or handling. LSP reserves the right to retain any payments and deposits for a period, not to exceed (15) days after the termination of the applicable rental agreement for this purpose.
3. **Repossessions** Any failure of payment upon terms agreed or disregard of any of these listed conditions will terminate this agreement and will give LSP the right to remove said Equipment from the location or site of use, whether or not affixed to the realty or any building and CLIENT will be responsible for all labor, handling, and all transportation charges in addition to the full amount of actual and potential rental.
4. **Returns** CLIENT agrees to return Equipment by date stipulated on the signed contract. Rental extensions are at the sole discretion of LSP. Failure to return Equipment by date stipulated will result in accrual of rental fees and possible replacement charges. CLIENT rental fees of Equipment will not apply toward replacement fees. Early returns of any or all unused rental items are not subject to refunded rental fees. Returns of sales items are limited to boxed or poly-bagged items within (30) days of purchase and will be assessed a restocking fee. All sales items must return unused in original packaging and shall be accompanied by a copy of this contract and applicable sales receipt. Credits will be issued by check to the CLIENT within (15) days of return and are at the sole discretion of LSP. CLIENT assumes all responsibility for the proper selection, description, and manufacturer type of special order items and accepts all responsibility for items ordered or purchased by LSP on behalf of the CLIENT. All sales of special order items are final and non-returnable.
5. **Warranties** LSP makes no warranties, expressed or implied as to any matter whatsoever including without limitation the condition of the equipment, its merchantability, or its fitness for a particular purpose.
6. **Indemnification** CLIENT agrees to indemnify and hold harmless LSP, its agents and representatives, from any and all claims, actions, suits, proceedings and costs arising out of, connected with, or resulting from the Equipment, including and without limitation, the manufacture, item selection, delivery, possession, use and operation of the Equipment.
7. **Inspection** LSP may at any time during regular business hour, and with prior notice, enter the premises where the Equipment is located for the purpose of inspecting the Equipment or observing its use. CLIENT will give LSP immediate notice of any attachment, claim and delivery or any judicial process affecting any item of Equipment and will, whenever requested by LSP, advise LSP of the exact location of the Equipment. LSP reserves the right to determine when and if LSP personnel will be required to supervise operation of Equipment at the sole expense of the CLIENT.
8. **Risk of Loss** CLIENT hereby assumes the entire risk of loss and damage to the Equipment from any cause whatsoever. No loss or damage to the Equipment or any part thereof will impair any obligation of CLIENT under this agreement which will continue in full force and effect. In the event of any damage, loss, theft, or destruction, or other casualty affecting any item of the Equipment, CLIENT as the option of LSP will (a) place the Equipment in good repair, and working order; or (b) replace the Equipment with similar Equipment in good repair and working order; or, if the Equipment is determined by LSP to be lost, stolen or destroyed beyond repair, CLIENT will pay LSP the stipulated loss value as set forth on the signed quote agreement, as well as all unpaid rental applicable to such item of Equipment.
9. **Payment Terms & Security Deposit** LSP shall have the right to use security deposit given by CLIENT hereunder to remedy any default under this agreement or to compensate LSP for damage to the Equipment, up to or including the full replacement value. LSP will notify the CLIENT of any charges to the security deposit within fifteen (15) days of the termination of this agreement, provided LESSEE has fully performed all its obligations hereunder. The acceptance of the return of the Equipment will not be waived by LSP of any claims it may have against CLIENT, including claims for latent damage of the Equipment. In addition, LSP shall have the right to withhold fifty percent of the signed confirmation as the security deposit. Upon acceptance of the proposal, 50% of Total Estimate is due. Upon delivery of the completed project, the balance is to be paid in full. Thereafter subject to credit approval, all invoices are payable within thirty (30) days of receipt. A 5% monthly service charge is payable on all overdue balances. Payment Terms for permanent installation are subject to change per contract signed agreement.
10. **Working Confirmation** CLIENT required to sign the working confirmation in order to confirm the project. By signing the working confirmation, the CLIENT agreed on all terms stated on this rental and expendable sales agreement and conditions. Confirmation needs to be done at least 2 weeks prior to the event day.
11. **Cancellation** System design has to be approved by LSP, otherwise the project can be considered cancelled. Service Engagement Fee is non-refundable. Cancellations notification after signing the working contract agreement with-in seven days will consequence to non-refundable of the full security deposit, fifty percent of the amount. Cancellation more than seven days will authorize LSP to bill full amount of the invoice.
12. **Insurance** The CLIENT shall at the request of LSP provide, at his own cost and expense, but for the benefit of LSP, insurance on the equipment usage against loss, damage by fire, water, acts of vandalism, terrorism, or acts of God, with a reputable, qualified insurance company prior to taking possession of equipment. If LSP, by reason of such insurance shall receive any sum of money, such amount may be retained and applied by it towards the repair or replacement of the equipment, or it may remove the damage equipment and, in lieu thereof, substitute other equipment of like kind and quality and any such equipment whether repaired or substituted shall be subject to all terms, provisions, and conditions herein.
13. **Ownership** The equipment is and will at all times remain, the exclusive property of LSP per rental equipment. CLIENT will keep the equipment free from any marks or labeling, which might be interpreted as a claim of ownership by any party other than LSP. Without the prior written consent of LSP, CLIENT will not (a) assign, transfer, or pledge this agreement, the equipment, or any part thereof, or interest therein; or (b) sublet or lent the equipment or any part thereof, or permit the equipment to be used by anyone other than CLIENT or CLIENT's employee. For any permanent installation, the equipment will be exclusively own by the CLIENT otherwise stated on the contract.
14. **Applicable Law** This agreement will be interpreted under the laws of State California as applied to agreements executed and performed wholly in California. CLIENT also agrees to pay all attorney fees and all reasonable court costs and all damages to LSP upon failure of payment or collection of charges, and failure to perform under any of the provisions listed.
15. **Time of the Essence** Time is of the essence in carrying out the terms, provisions, covenants and conditions contained in this agreement.



Pleasanton, CA 94588
 PO Box 10693
 Voice:925-236-0583

Job Date: 10/01/2020
Contact Name: Jose Antonio Ramirez
Client: City of Livingston
 1416 C Street
 Livingston CA 95334

Phone:
Fax:
Email:
Job Location: City of Livingston
Contact: 10/01/2020
Phone:

Quote Status: Active
Quote By: Manny Peregrina
Job #: 3 - 235927
Invoice #: 3 -
PO #:
Invoice To: Jose Antonio Ramirez
 1416 C Street
 Livingston ,CA 95334

Terms:

Event Schedule		
Delivery:	10/31/2020	9:00 AM
Set Time:	10/31/2020	9:00 AM
Show Time:	10/31/2020	9:00 AM
End Time:	11/6/2020	5:00 PM
Pick-Up:	11/6/2020	5:00 PM

Job: Council Chamber Audio/Voting Installation

Audio System

Quantity	Description	Duration	Price	Subtotal
1	Digital Audio Mixsr 16 Channels	1 Days	\$1,799.99	\$1,799.99
8	AC-C8T 8" SPEAKER 2 WAY	1 Days	\$195.00	\$1,560.00
1	8000W Amplifier using FAST channel combining technology 4	1 Days	\$3,430.00	\$3,430.00
1	Digital Hybrid Conference System	1 Days	\$1,150.00	\$1,150.00
1	Cable, Connectors, Adaptors	1 Days	\$550.00	\$550.00
1	165 Channel Audio Snake 50'	1 Days	\$550.00	\$550.00
9	MX 418 Table top Microphone	1 Days	\$310.00	\$2,790.00
2	QLX-D Hand Held Wireless Microphone	1 Days	\$1,210.00	\$2,420.00
1	Universal Rack Stand SRK21	1 Days	\$435.00	\$435.00
1	Power Conditioner	1 Days	\$280.00	\$280.00
1	UPC Battery Back up	1 Days	\$320.00	\$320.00
8	HCS-4368 Series	1 Days	\$300.00	\$2,400.00
Total Audio System				\$17,684.99

Voting System

Quantity	Description	Duration	Price	Subtotal
1	HCS-4100MC/52 Fully Digital Congress System Main Unit	1 Days	\$2,228.00	\$2,228.00
1	HCS-4368CTE_R/50 Fully Digital Voting System Chairman Unit 3	1 Days	\$707.00	\$707.00
7	HCS-4368DTE_R/50 Fully Digital Voting System Delegate Unit 3	1 Days	\$672.00	\$4,704.00
1	CBL6PS-20 6-Pin Extension Cable 20 m	1 Days	\$122.00	\$122.00
1	HCS-4210/52 Basic System Setup Management Module (Free with	1 Days	\$0.00	\$0.00

Voting System

Quantity	Description	Duration	Price	Subtotal
1	HCS-4214/50 Voting Management Module Includes delegate	1 Days	\$2,158.00	\$2,158.00
1	MV-COMM-WEB Remote Commissioning and Training System	1 Days	\$1,400.00	\$1,400.00
1	MV-SLA-Gold Premium Maintenance & Support Program 1-year	1 Days	\$1,146.00	\$1,146.00
Total Voting System				\$12,465.00

Cameras, Streaming and Recording System

Quantity	Description	Duration	Price	Subtotal
3	Panasonic AW-HE130 Camera	1 Days	\$7,000.00	\$21,000.00
1	Panasonic AW-RP60 Camera Contorler	1 Days	\$2,500.00	\$2,500.00
1	Panasonic AW-RP60 Camera Contorler	1 Days	\$2,500.00	\$2,500.00
1	BM Webpresenter	1 Days	\$650.00	\$650.00
1	Hyperdeck Studio Recorder	1 Days	\$695.00	\$695.00
1	2M Series 19" Desktop Turret Rack 2-6M	1 Days	\$373.00	\$373.00
2	SanDisk 256GB Extreme PRO UHS-I SDXC Memory Card	1 Days	\$75.99	\$151.98
1	BM SmartView Duo Rackmountable Dual 8" LCD Monitors	1 Days	\$530.00	\$530.00
1	Cable, Connectors, adaptors	1 Days	\$790.00	\$790.00
Total Cameras, Streaming and Recording System				\$29,189.98

LABOR

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Sub Total
			3	Audio System Installation/	3 Days	\$650.00	\$5,850.00
			3	Camera System Installation/Installation	2 Days	\$650.00	\$3,900.00
			2	Voting System Installation/Installation	1 Day	\$650.00	\$1,300.00
Total LABOR							\$11,050.00

Product Total:	\$59,339.97
Service Charge:	\$0.00
Labor:	\$11,050.00
Tax:	\$5,708.62

Job Total: \$76,098.59