



CITY COUNCIL REGULAR MEETING AGENDA DECEMBER 7, 2021 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-08-21, WHICH SUSPENDED CERTAIN REQUIREMENTS OF THE BROWN ACT.

WE ENCOURAGE ALL MEMBERS OF THE PUBLIC TO PARTICIPATE IN THE MEETING VIA TELECONFERENCE BY CALLING (520) 525-8911. ANY MEMBER OF THE PUBLIC PARTICIPATING VIA TELECONFERENCE WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

ADDITIONALLY, THE MEETING WILL BE STREAMED ON YOUTUBE LIVE
https://www.youtube.com/channel/UCB_ZmQZIHh-ECEPZ2VwZg

PERSONS WHO ATTEND THE MEETING ARE ASKED TO FOLLOW THE CURRENT STATE OF CALIFORNIA PUBLIC HEALTH GUIDANCE.

(Some Councilmembers may be participating in the meeting remotely via teleconferencing consistent with the Governor's Executive Order N-08-21.)

Notice is hereby given that the City Council will hold a Regular Meeting on December 7, 2021, at the City Council Chambers, 663 Main Street, Livingston, California or conducted pursuant to the provisions of the Governor's Executive Order N-08-21. 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. Public comments can be submitted via email at citycouncil@livingstoncity.com. Comments must be received by 2:00 p.m. on the day of the City Council meeting. You will need to provide: Meeting date, item number, name, email and comment (please limit to 300 words or 3 minutes). Please include: **PUBLIC COMMENT** in the subject for the email.

REGULAR MEETING

CALL TO ORDER

Next Resolution No.: 2021-75

Next Ordinance No.: 645

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

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-08-21

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.

ANNOUNCEMENTS AND REPORTS

City Staff Announcements and Reports.

City Manager Announcements and Reports.

City Council Members' Announcements and Reports.

Mayor's Announcements and Reports.

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. WAIVING OF READING OF ORDINANCE AND RESOLUTIONS

City Council Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading the Title only, Unless Otherwise Requested by the Mayor or a Council Member.

2. AUTHORIZE REMOTE TELECONFERENCE MEETINGS
Resolution Proclaiming a Local Emergency and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Livingston Pursuant to Brown Act Provisions.
3. RATIFY CHECK WARRANTS
Ratify Warrant Register Dated November 12, 2021.
4. RATIFY CHECK WARRANTS
Ratify Warrant Register Dated December 2, 2021
5. APPROVE MINUTES OF MEETING
Approval of Minutes of Meeting Held on July 6, 2021.
6. APPROVE MINUTES OF MEETING
Approval of Minutes of Meeting Held on July 20, 2021.
7. APPROVE MINUTES OF MEETING
Approval of Minutes of Meeting Held on July 23, 2021.
8. APPROVE MINUTES OF MEETING
Approval of Minutes of Meeting Held on August 17, 2021.
9. APPROVE MINUTES OF MEETING
Approval of Minutes of Meeting Held on September 7, 2021.
10. RATIFY MEMORANDUM OF UNDERSTANDING
Resolution Ratifying Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and Livingston Clerical Employees Association.
11. RATIFY MEMORANDUM OF UNDERSTANDING
Resolution Ratifying Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and Livingston Management and Confidential Employees Association.
12. RATIFY MEMORANDUM OF UNDERSTANDING
Resolution Ratifying Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and Livingston Police Officer Association.
13. RATIFY MEMORANDUM OF UNDERSTANDING
Resolution Ratifying Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Supervisory Employees Association.
14. APPROVE THE LIVINGSTON WATER SYSTEM IMPROVEMENTS PROJECT
Resolution Accepting the Livingston Water System Improvements Project, State Project No. 2410004-003c as Complete, Authorizing the Deputy City Clerk to file a Notice of Completion with Merced County, and Authorizing the Interim City Manager to Make Final Payment of Retention Monies to Conco West, Inc.

15. APPROVE RENEWAL OF COPIER LEASE

Resolution Authorizing the City Manager or Designee to Execute a Renewal of the Copier Lease Agreement with the Ray Morgan Company for the Livingston Police Department.

16. AUTHORIZE THE REPLACEMENT PURCHASE AND UPGRADE OF FIRE ALARM CONTROL UNIT

Resolution Authorizing the City Manager or Designee to Execute an Agreement with Johnson Controls Fire Protection to Replace the Fire Alarm Control Unit (FACU) at the Livingston Police Department.

17. APPROVE SECOND AMENDMENT TO THE DISPATCH SERVICES CONTRACT

Resolution Approving the Second Amendment to the Dispatch Services Contract Between the City of Livingston and the City of Gustine.

PUBLIC HEARINGS

18. Public Hearing – Site Plan and Design Review 2021-02 to Construct Three New Housing Units on Two Adjacent Lots at 835 6th Street; APN: 024-183-008 and 024-183-009.

DISCUSSION AND POTENTIAL ACTION ITEMS

19. Discussion on Term Limits of Council Members and Mayor.

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

ADJOURNMENT



STAFF REPORT

AGENDA ITEM: Warrant Register dated November 12, 2021

MEETING DATE: December 7, 2021

PREPARED BY: Nancy Fuentes, Accounting Technician

REVIEWED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION:

Ratify the warrant register dated November 16, 2021

DISCUSSION:

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification:

October 28, 2021- November 12, 2021

GENERAL WARRANTS.....	\$	761,687.57	5590-5666
PAYROLL/WIRE WARRANTS.....	\$	111,794.31	1826-1846
TOTAL WARRANTS.....	\$	873,481.88	

ATTACHMENTS:

Warrant Register (summarized by date and check number)

Accounts Payable

Checks by Date - Summary by Check Date

User: nfuentes
Printed: 11/15/2021 11:26 AM



City of Livingston
1416 C Street
Livingston, CA 95334

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5590	289	Able Ribbon Technology, INC.	11/04/2021	830.12
5591	253	AT&T	11/04/2021	234.34
5592	517	Boutin Jones, Inc	11/04/2021	1,517.00
5593	193	BSK Associates	11/04/2021	470.00
5594	189	ComTech21 LLC	11/04/2021	38.72
5595	293	Department of Justice Accounting Office	11/04/2021	590.00
5596	757	Anita Dhillon	11/04/2021	351.50
5597	592	Dunn-Edwards Corporation	11/04/2021	259.88
5598	549	Vanessa Belen Echevarria	11/04/2021	644.00
5599	448	Empire Insignias	11/04/2021	275.00
5600	810	Raymond F Fong	11/04/2021	118.65
5601	188	Frontier	11/04/2021	1,302.84
5602	387	Frontier Communications Corp Frontier Co	11/04/2021	151.32
5603	699	Diana & Edgar Fuentes	11/04/2021	150.00
5604	263	Galls, LLC	11/04/2021	918.96
5605	262	Gilton Solid Waste	11/04/2021	94,348.83
5606	813	Government Leasing and Finance, Inc.	11/04/2021	238,044.16
5607	264	Guardian Public Safety Background Investi	11/04/2021	1,200.00
5608	811	Pete Hulse, DVM, Pa Hilmar Animal Hospi	11/04/2021	820.00
5609	358	Hilmar Ready Mix Rockery Nursery, LLC	11/04/2021	377.13
5610	267	Hoffman Security	11/04/2021	75.43
5611	501	Hunt & Sons, Inc.	11/04/2021	1,624.73
5612	296	Image Source	11/04/2021	906.11
5613	786	J.B, Anderson Land Use Planning	11/04/2021	3,483.46
5614	238	Sandeep Kaur	11/04/2021	104.80
5615	318	La Rue Communications	11/04/2021	1,061.00
5616	268	Language Line Services, Inc.	11/04/2021	255.68
5617	461	LEAF	11/04/2021	741.59
5618	612	Livingston Peace Officers Association	11/04/2021	3,927.00
5619	362	Merced County Animal Control	11/04/2021	4,300.00
5620	269	Merced Pest Control	11/04/2021	80.00
5621	576	Mid Cal Pipeline & Utilities, Inc.	11/04/2021	275,350.85
5622	389	Mid Valley IT	11/04/2021	75.00
5623	180	Mission Linen Service	11/04/2021	381.18
5624	792	Never Boring	11/04/2021	258.90
5625	199	Northstar Chemical	11/04/2021	1,889.88
5626	302	Office Depot, Inc.	11/04/2021	726.26
5627	205	Paramount Pest Services	11/04/2021	245.00
5628	203	PG&E	11/04/2021	64,099.44
5629	767	R&S Erection Tri-County, Inc.	11/04/2021	1,350.00
5630	812	John Ramirez	11/04/2021	194.16
5631	392	Randik Paper	11/04/2021	295.07
5632	808	Robert Half	11/04/2021	1,299.60
5633	779	SALEM Engineering Group, Inc.	11/04/2021	1,205.00
5634	579	San Joaquin Valley Air Pollution Control D	11/04/2021	80.00
5635	307	Shred-It, C/O Stericycle, Inc.	11/04/2021	514.97
5636	308	Sprint	11/04/2021	125.98

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5637	393	State of California	11/04/2021	635.83
5638	383	The Bank of New York Mellon Trust Comp	11/04/2021	1,750.00
5639	738	TimeClock Plus, LLC	11/04/2021	474.98
5640	314	Valley Coffee	11/04/2021	53.65
5641	773	Leticia Vasquez	11/04/2021	150.00
5642	608	Vision Service Plan- CA	11/04/2021	1,808.74
Total for 11/4/2021:				712,166.74
5643	252	Allways Towing	11/12/2021	675.00
5644	253	AT&T	11/12/2021	229.64
5645	611	Baker Supplies and Repairs	11/12/2021	35.00
5646	815	Blodgett Catering	11/12/2021	500.00
5647	193	BSK Associates	11/12/2021	2,090.00
5648	168	Calaveras Materials, Inc.	11/12/2021	374.37
5649	256	California Police Chiefs Association	11/12/2021	625.00
5650	760	Ruth Carrillo	11/12/2021	150.00
5651	272	Charter Communications	11/12/2021	202.50
5652	291	City of Livingston c/o L & L District Irrigati	11/12/2021	10,385.64
5653	528	Department of Housing and Community De	11/12/2021	1,540.00
5654	293	Department of Justice Accounting Office	11/12/2021	447.00
5655	816	Elite Uniforms	11/12/2021	101.26
5656	163	EZ Auto Supply	11/12/2021	39.31
5657	295	Ferguson Waterworks #1423	11/12/2021	3,109.59
5658	420	Frantz Wholesale Nursery, LLC.	11/12/2021	2,206.70
5659	817	Lucia Herrera	11/12/2021	150.00
5660	501	Hunt & Sons, Inc.	11/12/2021	5,217.92
5661	388	Interstate Battery System of Fresno	11/12/2021	533.92
5662	808	Robert Half	11/12/2021	1,299.60
5663	412	State of California Department of Transport	11/12/2021	324.60
5664	422	U.S. Bank Corporate Payment Systems	11/12/2021	17,413.57
5665	693	USA Softball of Central Cal	11/12/2021	224.00
5666	367	Verizon Wireless	11/12/2021	1,646.21
Total for 11/12/2021:				49,520.83
Report Total (77 checks):				761,687.57



STAFF REPORT

AGENDA ITEM: Warrant Register dated December 2, 2021

MEETING DATE: December 7, 2021

PREPARED BY: Nancy Fuentes, Accounting Technician

REVIEWED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION:

Ratify the warrant register dated December 2, 2021

DISCUSSION:

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

The following checks have been certified to be in accordance with the City’s approved budget. The checks have been issued and the check register is presented to the City Council for ratification:

November 12, 2021- December 2, 2021

GENERAL WARRANTS.....	\$	769,012.23	5667-5858*
<i>*Skipped number sequence due to voided item.</i>			
PAYROLL/WIRE WARRANTS.....	\$	118,087.33	1847-1868
TOTAL WARRANTS.....	\$	887,099.56	

ATTACHMENTS:

Warrant Register (summarized by date and check number)

Accounts Payable

Checks by Date - Summary by Check Date

User: nfuentes
 Printed: 12/2/2021 5:38 PM



City of Livingston
 1416 C Street
 Livingston, CA 95334

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5667	251	ABS Direct, Inc.	11/22/2021	1,199.77
5668	250	Alhambra	11/22/2021	94.74
5669	747	All Star Elite Sports	11/22/2021	2,149.47
5670	472	Aqua-Metric Sales Company	11/22/2021	6,925.38
5671	282	AT&T Mobility	11/22/2021	1,295.34
5672	445	Axon Enterprise, Inc.	11/22/2021	15,500.49
5673	411	Harpreet Bains	11/22/2021	50.00
5674	162	Steve Bassi	11/22/2021	50.00
5675	538	Adanan Bath	11/22/2021	50.00
5676	193	BSK Associates	11/22/2021	2,534.00
5677	192	Cal Traffic	11/22/2021	86.70
5678	766	Central Valley Landscape & Tree	11/22/2021	3,384.50
5679	820	CNA Surety Direct Bill	11/22/2021	175.00
5680	259	Collins & Schoettler Planning Consultants	11/22/2021	3,648.75
5681	283	CoreLogic Solutions, LLC	11/22/2021	200.00
5682	319	Division of The State Architect	11/22/2021	183.20
5683	188	Frontier	11/22/2021	78.69
5684	159	Andres Fuentes	11/22/2021	25.00
5685	164	Garza Tire & Wheel, Inc	11/22/2021	1,742.53
5686	262	Gilton Solid Waste	11/22/2021	5,409.55
5687	575	Government Finance Officers Association	11/22/2021	35.00
5688	819	Great West Equipment, Inc.	11/22/2021	1,015.60
5689	474	Hansford Economic Consulting LLC	11/22/2021	2,212.50
5690	469	Hewlett Packard Financial Services Co.	11/22/2021	901.99
5691	267	Hoffman Security	11/22/2021	10.78
5692	501	Hunt & Sons, Inc.	11/22/2021	3,637.64
5693	296	Image Source	11/22/2021	103.69
5694	238	Sandeep Kaur	11/22/2021	35.00
5695	268	Language Line Services, Inc.	11/22/2021	491.62
5696	676	M4 Concrete and Drywall, Inc.	11/22/2021	179,846.36
5697	615	McClatchy Company LLC	11/22/2021	4,343.33
5698	502	Merced Irrigation-Urban GSA	11/22/2021	1,698.17
5699	576	Mid Cal Pipeline & Utilities, Inc.	11/22/2021	163,124.50
5700	389	Mid Valley IT	11/22/2021	9,117.23
5701	797	Midland Tractor Company	11/22/2021	1,407.66
5702	180	Mission Linen Service	11/22/2021	269.48
5703	459	Municipal Maintenance Equipment	11/22/2021	84.35
5704	763	NBS Government Finance Group	11/22/2021	7,500.00
5705	751	Valley Diagnostic & Psychological Services	11/22/2021	1,100.00
5706	199	Northstar Chemical	11/22/2021	9,696.61
5707	302	Office Depot, Inc.	11/22/2021	238.88
5708	201	O'reilly Automotive, Inc.	11/22/2021	9.00
5709	205	Paramount Pest Services	11/22/2021	214.00
5710	655	Lourdes Peres	11/22/2021	150.00
5711	430	Quadient Finance USA, Inc.	11/22/2021	368.29
5712	306	Ricoh USA, Inc.	11/22/2021	502.14
5713	821	Alejandra Rocha	11/22/2021	150.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5714	535	Jason Roth	11/22/2021	50.00
5715	500	Safeguard Business Systems	11/22/2021	750.20
5716	779	SALEM Engineering Group, Inc.	11/22/2021	900.00
5717	822	Save Mart	11/22/2021	1,900.39
5718	739	Self- Help Enterprises	11/22/2021	12,201.66
5719	439	Sharpening Shop	11/22/2021	153.45
5720	307	Shred-It, C/O Stericycle, Inc.	11/22/2021	514.97
5721	426	Rick Soria	11/22/2021	150.00
5722	323	Springbrook Holding company LLC	11/22/2021	1,658.00
5723	393	State of California	11/22/2021	4,529.35
5724	824	Emma Tafolla	11/22/2021	132.50
5725	692	Tesco Controls, Inc.	11/22/2021	5,138.00
5726	823	The Pin Center	11/22/2021	140.00
5727	646	TJ Law & Associates Investigations	11/22/2021	1,000.00
5728	313	U.S. Bank Equipment Finance	11/22/2021	571.77
5729	249	United Site Services	11/22/2021	498.71
5730	366	USA Blue Book	11/22/2021	1,362.87
5731	793	Juan Valencia	11/22/2021	195.00
5732	314	Valley Coffee	11/22/2021	38.50
5733	367	Verizon Wireless	11/22/2021	17.01
5734	VFW	VFW Post #8327	11/22/2021	415.80
5735	818	Renee Waite-Mendonca	11/22/2021	25.00
5736	536	Robert Wallis	11/22/2021	50.00
5737	287	West Coast Code Consultants, Inc.	11/22/2021	26,170.39
5738	317	Zee Medical Service Co.	11/22/2021	70.18
Total for 11/22/2021:				491,680.68
5786	289	Able Ribbon Technology, INC.	12/02/2021	596.31
5787	616	Adams Ashby Group, Inc.	12/02/2021	4,600.00
5788	250	Alhambra	12/02/2021	187.88
5789	290	All-Phase Electric Supply Co.	12/02/2021	761.89
5790	396	American Fidelity Assurance	12/02/2021	3,600.58
5791	397	American Fidelity Assurance Company	12/02/2021	1,256.19
5792	472	Aqua-Metric Sales Company	12/02/2021	9,802.97
5793	736	ARA, Inc.	12/02/2021	5,533.36
5794	445	Axon Enterprise, Inc.	12/02/2021	10,481.88
5795	193	BSK Associates	12/02/2021	1,185.00
5796	766	Central Valley Landscape & Tree	12/02/2021	5,923.00
5797	272	Charter Communications	12/02/2021	69.98
5798	189	ComTech21 LLC	12/02/2021	38.72
5799	447	Conco West, Inc	12/02/2021	4,559.30
5800	384	Cooling Shedd Air Conditioning Co.	12/02/2021	597.80
5801	825	Paola De la Torre	12/02/2021	150.00
5802	293	Department of Justice Accounting Office	12/02/2021	1,876.98
5803	757	Anita Dhillon	12/02/2021	498.50
5804	547	Don's Mobile Glass	12/02/2021	275.00
5805	549	Vanessa Belen Echevarria	12/02/2021	644.00
5806	816	Elite Uniforms	12/02/2021	18.40
5807	448	Empire Insignias	12/02/2021	620.00
5808	641	Ferguson Enterprises LCC #686	12/02/2021	255.50
5809	295	Ferguson Waterworks #1423	12/02/2021	85.22
5810	260	First Communications, LLC	12/02/2021	18.56
5811	188	Frontier	12/02/2021	3,185.03
5812	387	Frontier Communications Corp Frontier Co	12/02/2021	151.32
5813	356	Gouveia Engineering, Inc.	12/02/2021	68,534.71
5814	358	Hilmar Ready Mix Rockery Nursery, LLC	12/02/2021	603.41

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5815	267	Hoffman Security	12/02/2021	390.53
5816	501	Hunt & Sons, Inc.	12/02/2021	2,381.59
5817	296	Image Source	12/02/2021	300.14
5818	400	In-Shape Health Clubs	12/02/2021	115.00
5819	165	J L Analytical Services, Inc.	12/02/2021	923.00
5820	167	Kimball Midwest	12/02/2021	219.12
5821	318	La Rue Communications	12/02/2021	1,061.00
5822	615	McClatchy Company LLC	12/02/2021	3,420.50
5823	827	Merced County Dept. of Admin Services	12/02/2021	1,210.00
5824	278	Merced Irrigation District	12/02/2021	41,880.84
5825	269	Merced Pest Control	12/02/2021	80.00
5826	389	Mid Valley IT	12/02/2021	9,290.00
5827	180	Mission Linen Service	12/02/2021	771.87
5828	194	Modesto Welding Products	12/02/2021	21.00
5829	197	N & S Tractor	12/02/2021	201.02
5830	751	Valley Diagnostic & Psychological Services	12/02/2021	550.00
5831	199	Northstar Chemical	12/02/2021	2,829.48
5832	302	Office Depot, Inc.	12/02/2021	304.33
5833	437	Operating Engineers Local 3	12/02/2021	288.00
5834	438	Operating Engineers Local 3	12/02/2021	528.00
5835	201	O'reilly Automotive, Inc.	12/02/2021	216.36
5836	205	Paramount Pest Services	12/02/2021	82.00
5837	203	PG&E	12/02/2021	219.87
5838	305	Platt	12/02/2021	427.84
5839	808	Robert Half	12/02/2021	761.89
5840	673	Robic Refrigeration, Inc.	12/02/2021	157.34
5841	208	Saenz Pest Control, Inc.	12/02/2021	127.00
5842	500	Safeguard Business Systems	12/02/2021	363.00
5843	636	Gabriel R. Salazar	12/02/2021	300.00
5844	779	SALEM Engineering Group, Inc.	12/02/2021	2,445.00
5845	739	Self- Help Enterprises	12/02/2021	43,195.71
5846	671	Natalie Sobalvarro	12/02/2021	300.00
5847	308	Sprint	12/02/2021	125.98
5848	393	State of California	12/02/2021	635.83
5849	826	Syar Industries, Inc.	12/02/2021	663.74
5850	564	Texas Life Insurance	12/02/2021	274.50
5851	625	United Rentals	12/02/2021	86.70
5852	366	USA Blue Book	12/02/2021	466.68
5853	314	Valley Coffee	12/02/2021	19.00
5854	487	Albert Poukaldani Village Cleaners	12/02/2021	230.00
5855	504	VIP Audio Visual Company, Inc	12/02/2021	500.00
5856	210	WGR Southwest, Inc.	12/02/2021	1,192.50
5857	765	White Brenner LLP	12/02/2021	31,219.70
5858	597	Work Wellness	12/02/2021	444.00
Total for 12/2/2021:				277,331.55
Report Total (145 checks):				769,012.23



MEETING MINUTES

CLOSED SESSION/REGULAR MEETING LIVINGSTON CITY COUNCIL JULY 6, 2021

A Closed Session/Regular Meeting of the Livingston City Council was held on July 6, 2021, in the City Council Chambers with Mayor Aguilar presiding.

CALL TO ORDER

Mayor Aguilar called the meeting to order at 6:01 p.m.

ROLL CALL

- Mayor Juan Aguilar Jr.
- Mayor Pro-Tem Raul Garcia (Excused Absence)
- Council Member Maria Baptista-Soto
- Council Member Jose A. Moran
- Council Member Gagandeep Kang

CLOSED SESSION

Mayor Aguilar opened the meeting for public comments at 6:03 p.m.

Public Comments:
Margarita Aguilar

Mayor Aguilar closed Public Comments at 6:05 p.m., and the Council went into Closed Session immediately thereafter to discuss the following matters:

3. Public Employee Appointment
(Government Code Section 54957(b)(1))
Title: City Attorney
4. Labor Negotiations
(Government Code Section 54957.6)
Labor Negotiator: City Manager
Employee: City Attorney

5. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Jose Antonio Ramirez, City Manager
Employee Organizations: All Unrepresented City Employees

6. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Jose Antonio Ramirez, City Manger
Employee Organizations:
OE3 - Police Supervisory Employees Association
OE3- Livingston Police Officer Association
OE3- Management/Confidential Bargaining Unit
OE3- Clerical Bargaining Unit

City Attorney Mog noted that Council Member Kang would be recusing himself from the labor negotiations discussion of the Police Supervisory Employee Association (item 6).

REGULAR MEETING

Mayor Aguilar called the meeting to order at 7:06 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

ROLL CALL

- Mayor Juan Aguilar Jr.
- Mayor Pro-Tem Raul Garcia (Late Attendance)
- Council Member Maria Baptista-Soto
- Council Member Jose A. Moran
- Council Member Gagandeep Kang

Mayor Pro-Tem Garcia entered the Council of Chambers at 7:47 p.m.

CLOSED SESSION ANNOUNCEMENTS

Closed session items 3 and 4 will be discussed further under closed session later in the meeting. Closed session items 5 and 6 will be moved to a different City Council meeting due to lack of time.

CHANGES TO THE AGENDA

Items 4, 5, 6, and 7 were pulled for further discussion. Item 9 will be discussed when Mayor-Pro Tem Garcia arrives.

Mayor Aguilar opened Public Comments at 7:11 p.m.

Public Comments:

Margarita Aguilar

Mayor Aguilar closed Public Comments at 7:12 p.m., as there were no further comments from the public.

ANNOUNCEMENTS AND REPORTS

Joyce Dale, Office Manager for Anna Caballero, introduced herself and asked for pictures from Livingston graduates.

County Supervisor Rodrigo Espinoza gave his monthly report.

City Staff and City Manager Announcements and Reports

- Police Chief Markle
- City Manager Ramirez

Staff responded to Council questions.

City Council Members and Mayor's Announcements and Reports

- Council Member Moran
- Council Member Soto
- Mayor Aguilar

PUBLIC HEARINGS

1. Ordinance of the City Council of the City of Livingston Adopting a New Rate Schedule for Water Service (Continued from June 15, 2021 City Council Meeting)

City Manager Ramirez introduced this item.

Mayor Aguilar opened and closed Public Hearing at 7:43 p.m., as there were no comments from the public.

Motion: Soto/Kang to continue item 1 to the regular City Council meeting of August 17, 2021. The motion carried 4-0-1 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: Garcia

2. Resolution and Ordinance of the City Council of the City of Livingston Adopting a New Rate Schedule for Domestic Wastewater Service (Sewer Service) – (Continued from June 15, 2021 City Council Meeting).

City Manager Ramirez introduced this item.

Mayor Aguilar opened Public Hearing at 7:45 p.m.

Public Comments:
Margarita Aguilar

City Manager Ramirez responded to public comments.

Mayor Aguilar closed Public Hearing at 7:49 p.m., as there were no further comments from the public.

Motion: Soto/Kang to continue item 2 to the regular City Council meeting of August 17, 2021.
The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

CITIZEN COMMENTS

Mayor Aguilar opened Citizen Comments at 7:49 p.m.

Citizen Comments:
Margarita Aguilar

Council Member Soto responded to public comments.

Mayor Aguilar closed Citizen Comments at 7:54 p.m., as there were no further comments from the public.

CONSENT AGENDA

4. Second Reading and Adoption of Ordinance of the City Council of the City of Livingston Establishing New Rates for Solid Waste Service (Garbage Service) Fee.

City Manager Ramirez introduced this item.

Mayor Aguilar opened and closed Public Comments at 7:56 p.m., as there were no comments from the public.

Deputy City Clerk Cisneros announced that there was no majority in written protests. Thirty-five protests were received.

Motion: Soto/Garcia to continue item 4 to the regular City Council meeting of August 17, 2021.
The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

5. Approval of Minutes of Meeting Held on January 19, 2021.

Mayor Aguilar opened and closed Public Comments at 7:59 p.m., as there were no comments from the public.

Council Member Moran noted a typographical error on page 15 of the meeting minutes.

Motion: M/S Moran/Kang to approve Minutes of Meeting Held on January 19, 2021, with the corrections. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

6. Resolution to Accept Bid and Award a Contract to M4 Concrete and Drywall, Inc. for the Phase 1 Paving Six Dirt Alleys, Federal-Aid Project No. CML-5256(018) and Authorizing the City Manager to Execute the Agreement.
7. Resolution to Accept Bid and Award a Contract to M4 Concrete and Drywall, Inc. for the Phase 2 Paving Two Dirt Alleys, Federal –Aid Project No. CML-5256(019) and Authorizing the City Manager to Execute the Agreement.

City Engineer Gouveia introduced items 6 and 7.

Mayor Aguilar opened and closed Public Comments at 8:01 p.m., as there were no comments from the public.

Motion: M/S Moran/Garcia to approve Item 6 and 7 of the Consent Agenda. The motion carried 5-0-0 by the following roll call vote:

AYES:	Council Members:	Soto, Moran, Garcia, Kang, and Aguilar
NOES:	Council Members:	None
ABSENT:	Council Members:	None

3. Ratify Warrant Register Dated June 30, 2021.

Motion: M/S Moran/Kang to approve the Ratify Warrant Register Dated June 30, 2021. The motion carried 5-0-0 by the following roll call vote:

AYES:	Council Members:	Soto, Moran, Kang, Garcia, and Aguilar
NOES:	Council Members:	None
ABSENT:	Council Members:	None

Council went into closed session at 8:04 p.m.

Council reconvened the regular meeting at 8:30 p.m.

CLOSED SESSION ANNOUNCEMENTS

No reportable action was taken.

DISCUSSION AND POTENTIAL ACTION ITEMS

9. Resolution Approving a Legal Services Agreement for City Attorney Services and Appointing a City Attorney.

Mayor Aguilar opened Public Comments at 8:32 p.m.

Public Comments:

Alberto Arias
Savanah Garcia
Margarita Aguilar

Mayor Aguilar closed Public Comments at 8:40 p.m., as there were no further comments from the public.

Motion: Moran to approve Resolution Approving a Legal Services Agreement with Cole Huber, LLP for City Attorney Services and Appointing a City Attorney. Motion failed due to a lack of a second.

Motion: Soto/Kang to approve Resolution No. 2021-43, Approving a Legal Services Agreement with White Brenner, LLP for City Attorney Services and Appointing White Brenner, LLP as City Attorney. The motion carried 4-1-0 by the following roll call vote:

AYES: Council Members: Soto, Kang, Garcia, and Aguilar
NOES: Council Members: Moran
ABSENT: Council Members: None

8. Designate Voting Delegate and Alternate for League of California Cities Annual Conference & Expo - September 22-24, 2021.

City Manager Ramirez introduced this item and responded to Council questions.

There was a brief discussion between Council.

Mayor Aguilar opened and closed Public Comments at 8:49 p.m., as there were no comments from the public.

Motion: M/S Garcia/Kang to designate Council Member Soto as the Voting Delegate. The motion carried 4-0-0-1 by the following roll call vote:

AYES: Council Members: Soto, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: Moran

10. Discussion and Direction on Naming the Max Foster Complex Future Improvements-Extension.

Mayor Pro-Tem Garcia introduced this item.

There was a brief discussion between Council and staff.

Council Member Moran suggested involving the recreation commission and having them put out a survey for name ideas and also put the item on the following recreation commission meeting agenda.

Mayor Aguilar suggested that the recreation commission put the item on their next recreation commission meeting agenda.

Mayor Pro-Tem Garcia agreed with Mr. Moran and Mr. Aguilar.

Motion: Garcia/Moran to bring back item 10 to the regular City Council meeting of September 27, 2021. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

11. Discussion and Direction on the Possibility of Moving-up Citizen Comments.

Council Member Moran introduced this item.

There was a brief discussion between the Council.

Mayor Aguilar opened Public Comments at 9:02 p.m.

Public Comments:

Diego Castillo

Jason Roth

Mayor Aguilar closed Public Comments at 9:30 p.m., as there was no further comments from the public.

Motion: Moran/Kang to move citizen comments before announcement and reports. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar

NOES: Council Members: None

ABSENT: Council Members: None

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

None

ADJOURNMENT

The meeting was adjourned by consensus at 9:04 p.m.

City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

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MEETING MINUTES

CLOSED SESSION/REGULAR MEETING LIVINGSTON CITY COUNCIL JULY 20, 2021

A Closed Session/Regular Meeting of the Livingston City Council was held on July 20, 2021, in the City Council Chambers, with Mayor Aguilar presiding.

CALL TO ORDER

Mayor Aguilar called the meeting to order at 6:01 p.m.

ROLL CALL

- Mayor Juan Aguilar Jr.
- Mayor Pro-Tem Raul Garcia (Excused Absence)
- Council Member Maria Baptista-Soto
- Council Member Jose A. Moran (via Teleconference)
- Council Member Gagandeep Kang

CLOSED SESSION

3. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Jose Antonio Ramirez, City Manager
Employee Organizations:
OE3 - Police Supervisory Employees Association
OE3- Livingston Police Officer Association
OE3- Management/Confidential Bargaining Unit
OE3- Clerical Bargaining Unit
4. Performance Evaluation
Position: City Manager
Pursuant to Government Code Section 54957

Mayor Aguilar opened the meeting for public comments at 6:02 p.m.

Public Comments:

Katherine Schell-Rodriguez
Micah Gallo
Kimberly Lewis
Lam Silva
Kenneth Abeloe
Gurpal Samra
Juan Santana
Mary McWatters
Russ Winton
Dwight Larks
Diego Castillo
Attendee (did not state name)
Mario Mendoza
Floripe (did not state the last name)
Laura (did not state the last name)
Julio Valadez
Savanah Garcia
Leticia Vasquez
Margarita Aguilar
Jilda Lopez
Jason Roth (via teleconference)
Attendee (did not state his name) (via teleconference)
Ana Alberto
Albert Arias
Attendee (did not state name) (via teleconference)

Public Comments by emails:

Gabriel Salazar
Barbara Ratzlaff
Theresa Land
Resident (did not state name)
Resident (did not state name)
Mirla Hernandez
Dwight Larks
Don Luckenbach

City Attorney Hallinan responded to public comments.

Mayor Aguilar closed Public Comments at 7:07 p.m., as there were no further questions from the public.

City Manager Ramirez waived his rights for a closed session evaluation behind closed doors so they could have his evaluation in front of the public.

Council Member Moran suggested moving item 4 to a special open meeting since Mr. Ramirez waived his right to have the item under closed session.

City Attorney Hallinan advised the Council against it in light of all the allegations regarding city personnel and exposure to litigation.

M/S Moran to move closed session item 4 to an open special meeting. Motion failed due to a lack of a second.

Mayor Aguilar opened Public Comments at 7:10 p.m.

Public Comments:

Patricia Ramos Anderson

Mayor Aguilar closed Public Comments at 7:14 p.m., as there were no further comments from the public.

REGULAR MEETING

Mayor Aguilar called the meeting to order at 7:14 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

ROLL CALL

- Mayor Juan Aguilar Jr.
- Mayor Pro-Tem Raul Garcia (Late Attendance)
- Council Member Maria Baptista-Soto
- Council Member Jose A. Moran (via teleconference)
- Council Member Gagandeep Kang

Mayor Pro-Tem Garcia was marked absent during roll call; however, Mayor Pro-Tem Garcia joined the meeting at 7:27 p.m. after the roll call was taken. Therefore, the roll call was changed to Mayor Pro-Tem Garcia being late.

CLOSED SESSION ANNOUNCEMENTS

Closed Session will continue after the regularly scheduled meeting.

CHANGES TO THE AGENDA

None.

CITIZEN COMMENTS

Mayor Aguilar opened Citizen Comments at 7:16 p.m.

Citizen Comments:

Rodrigo Espinoza

Julio Valadez

Gurpal Samra

Colette Alvernaz

Michaela Garcia (via teleconference)

Leticia Vasquez

Citizen Comments by email:

The email did not state the name

City Attorney Hallinan responded to citizen comments.

Mayor Aguilar closed Citizen Comments at 7:33 p.m., as there were no further comments from the public.

ANNOUNCEMENTS AND REPORTS

County Supervisor Rodrigo Espinoza had no report but responded to questions.

City Staff and City Manager Announcements and Reports

- Chief of Police Markle
- Recreation Specialist Marquez
- City Manager Ramirez

City Council Members and Mayor's Announcements and Reports

- Council Member Kang
- Council Member Moran
- Council Member Soto
- Mayor Aguilar

Staff responded to Council questions.

CONSENT AGENDA

1. Ratify Warrant Register Dated July 15, 2021.
2. Approval of Minutes of Meeting Held on May 19, 2021 (Budget Workshop).
3. Resolution Authorizing the City Manager to File a Regional Surface Transportation Program (RSTP) Estimated Exchange Fund Claim Form for Fiscal Year 2020/2021.
4. Resolution Authorizing Submittal of the 2020 CalHome Application.

Motion: Moran/Garcia to approve Consent Agenda. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

DISCUSSION AND POTENTIAL ACTION ITEMS

5. Discussion and Direction on the City of Livingston Traffic Calming Program.

City Manager Ramirez introduced this item. He asked Council for direction on:

- 1) What percentage of signatures will be required in the petition in order to start the process?
- 2) Do they want to do a combination of property owners and renters?
- 3) What percentage of signatures will be required to remove speed bumps?

Mayor Aguilar opened Public Comments at 7:58 p.m.

Public Comments:

Colette Alvernaz
Jilda Lopez
Jason Roth
City Manager Ramirez responded to public comments.

Mayor Aguilar closed Public Comments at 8:20 p.m., as there were no further comments from the public.

There was a brief discussion between Council and staff.

Council gave the following direction:

- 51 percent of signatures will be required in the petition.
- The petition will be a combination of property owners and renters.
- 75 percent of signatures will be required to remove the speed bumps.

CLOSED SESSION ANNOUNCEMENTS

Council gave direction to staff on items 3 and 4.

ADJOURNMENT

The meeting was adjourned by consensus at 11:01 p.m.

City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

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MEETING MINUTES

SPECIAL MEETING LIVINGSTON CITY COUNCIL July 23, 2021

A Special Meeting of the Livingston City Council was held on July 23, 2021, in the Council of Chambers with Acting Mayor Garcia presiding.

CALL TO ORDER

Acting Mayor Garcia called the meeting to order at 7:06 p.m.

ROLL CALL

- Mayor Juan Aguilar Jr. (Late Attendance)
- Mayor Pro-Tem Raul Garcia
- Council Member Maria Baptista-Soto
- Council Member Jose A. Moran
- Council Member Gagandeep Kang

Mayor Aguilar entered the Council of Chambers at 5:54 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

CHANGES TO THE AGENDA

None.

CITIZEN COMMENTS

Acting Mayor Moran opened and closed Citizen Comments at 5:06 p.m.

Citizen Comments:

Gurpal Samra

Floripe (attendee translated for Floripe)

Attendee (did not state the name)

Fernando Reynoso
Julio Valadez
Katherine Schell Rodriguez
Margarita Aguilar
Attendee
Albert Arias
Leticia Vasquez
Ana Alberto
Jilda Lopez
Attendee

Citizen Comments by Email and/or Letters

Jimi Mejia

City Attorney Hallinan responded to citizen comments.

Council Member Moran inquired about protocols on closed session discussions being released.

City Attorney Hallinan responded that he would have to advise him (Mr. Moran) as his lawyer privately.

Acting Mayor Garcia closed Citizen Comments at 5:48 p.m., as there were no further comments from the public.

CLOSED SESSION

1. Public Employee Discipline/Dismissal Release
(Government Code Section 54957)
2. Public Employee Appointment
(Government Code Section 54957)
Title: Interim City Manager

CLOSED SESSION ANNOUNCEMENTS

City Attorney Hallinan reported that on the City Manager item, the Council voted unanimously to appoint Vanessa Portillo as Interim City Manager. Regarding the discipline dismissal release pursuant to Livingston Title 1 Chapter 6 section 8, the City Council directed the City Attorney to proceed with the termination of the City Manager with cause. The vote was 4-1, with Council Member Moran dissenting.

ADJOURNMENT

The special meeting was adjourned by consensus at 7:21 p.m.

City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

The written meeting minutes reflect a summary of specific actions taken by the City Council. They do not necessarily reflect all of the comments or dialogue leading up to the action. All meetings are digitally recorded and are an official record of the meeting's proceedings. Digitally recorded verbatim minutes are available, upon request, and may be obtained at Livingston City Hall.



MEETING MINUTES

CLOSED SESSION/REGULAR MEETING LIVINGSTON CITY COUNCIL AUGUST 17, 2021

A Regular Meeting/Closed Session of the Livingston City Council was held on August 17, 2021, in the City Council Chambers with Mayor Aguilar presiding.

REGULAR MEETING

Mayor Aguilar called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

ROLL CALL

- Mayor Juan Aguilar Jr.
- Mayor Pro-Tem Raul Garcia (Late Attendance)
- Council Member Maria Baptista-Soto
- Council Member Jose A. Moran
- Council Member Gagandeep Kang

Mayor Pro-Tem Garcia was marked absent during roll call; however, Mayor Pro-Tem Garcia entered the Council of Chambers at 7:40 p.m. after the roll call was taken. Therefore, the roll call was changed to Mayor Pro-Tem Garcia being late.

CLOSED SESSION ANNOUNCEMENTS

Closed Session will be held at the end of the regular meeting.

CHANGES TO THE AGENDA

Items 9, 12, 14, 20 were pulled for further discussion.

CITIZEN COMMENTS

Mayor Aguilar opened Citizen Comments at 7:49 p.m.

Citizen Comments:

Vilma Reynoso
Leticia Vasquez
Jilda Lopez

Council responded to Citizen Comments.

Mayor Aguilar closed Citizen Comments at 7:19 p.m., as there were no further comments from the public.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Presentation by Mayor Aguilar: Recognition of Livingston Community Health.

Jackie Larios from Livingston Community Health introduced herself.

Mayor Aguilar presented this item. He presented a Certificate of Recognition to Livingston Community Health for their contribution to the community and their efforts in the Covid-19 pandemic.

ANNOUNCEMENTS AND REPORTS

County Supervisor Rodrigo Espinoza did not give a monthly report.

City Staff and City Manager Announcements and Reports

- Public Works Director Chavarria
- Recreation Superintendent Benoit
- Vanessa Portillo

Staff responded to Council questions.

City Council Members and Mayor's Announcements and Reports

- Council Member Moran
- Council Member Soto
- Mayor Aguilar

PUBLIC HEARINGS

2. Resolution Approving Site Plan and Design Review 2021-03 for the Construction of a 20 Unit Multi-Family Housing Development at 2137 F Street at the Northwest Corner of F Street and Hammatt Avenue; APN#: 024-191-035.

City Contract Planner Hatch introduced this item and responded to Council questions.

There was a brief discussion between Council, staff, and the applicant Diego Castillo.

Mayor Aguilar opened and closed Public Hearing at 8:12 p.m., as there were no comments from the public.

Motion: Moran/Soto to approve Resolution No. 2021-46, Approving Site Plan and Design Review 2021-03 for the Construction of a 20 Unit Multi-Family Housing Development at 2137 F Street at the Northwest Corner of F Street and Hammatt Avenue; APN#: 024-191-035. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

3. Resolution Approving Site Plan and Design Review 2021-01 for the Construction of a New Commercial Building Divided into Four Tenant Spaces at the Brothers Gas Station, Food Mart and Restaurant Site at the Southeast Corner of Walnut Avenue and Hammatt Avenue; APN#: 023-070-011.

City Contract Planner Hatch introduced this item and responded to Council questions.

There was a lengthy discussion between Council, staff, and applicant Sunny Bassi.

Mayor Aguilar opened Public Hearing at 8:41 p.m.

Public Comments:

Diego Castillo

Mayor Aguilar closed Public Hearing at 8:42 p.m., as there were no further comments from the public.

Motion: Garcia/Moran to approve Resolution No. 2021-47, Approving Site Plan and Design Review 2021-01 for the Construction of a New Commercial Building Divided into Four Tenant Spaces at the Brothers Gas Station, Food Mart and Restaurant Site at the Southeast Corner of Walnut Avenue and Hammatt Avenue; APN#: 023-070-011 with the condition to change the parking slots diagonally. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

4. Ordinance of the City Council of the City of Livingston Adopting a New Rate Schedule for Water Service (Continued from July 6, 2021 City Council Meeting).

Interim City Manager Portillo introduced this item and responded to Council questions.

City Attorney Hallinan requested that item 4 be continued because he has not had the chance to review the item.

Mayor Aguilar opened Public Hearing at 8:47 p.m.

Public Comments:

Jilda Lopez

Leticia Vasquez

Interim City Manager Portillo responded to public comments.

Motion: Moran/Soto to approve Ordinance Adopting a New Rate Schedule for Water Service .The motion failed 2-3-0 by the following roll call vote:

AYES: Council Members: Soto and Moran
NOES: Council Members: Kang, Garcia, and Aguilar
ABSENT: Council Members: None

Motion: Garcia/Soto to continue item 4 to the next regular city council meeting of September 21, 2021. The motion carried 4-0-0-1 by the following roll call vote:

AYES: Council Members: Soto, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: Moran

5. Resolution and Ordinance of the City Council of the City of Livingston Adopting a New Rate Schedule for Domestic Wastewater Service (Sewer Service) – (Continued from July 6, 2021 City Council Meeting).

Interim City Manager Portillo introduced this item.

Mayor Aguilar opened Public Hearing at 8:58 p.m.

Public Comments:

Jilda Lopez

Mayor Aguilar closed Public Hearing at 9:00 p.m., as there were no further questions from the public.

Council Member Moran pointed out a typographical error on page 2 of the staff report.

Motion: Garcia/Kang to continue item 5 to the next regular city council meeting of September 21, 2021. The motion carried 4-0-0-1 by the following roll call vote:

AYES: Council Members: Soto, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: Moran

CONSENT AGENDA

6. Ratify Warrant Register Dated July 28, 2021.
7. Ratify Warrant Register Dated August 12, 2021.
8. Approval of Minutes of Meeting Held on June 2, 2021.
10. Annual Housing Element Progress Report.
11. Denial of Claim for Damages from Nancy Hass.

15. Resolution Authorizing the City Manager or Designee to Execute a Service Agreement with Axon Enterprise, Inc. for the Replacement of Police Equipment.
16. Resolution Accepting Completion of the CML-5256(015) Construct Roundabout at Main Street and "B" Street, Authorizing the City Clerk to File a Notice of Completion with Merced County, and Authorizing the City Manager to Make Final Payment of Retention Monies to Rolfe Construction Inc.
17. Resolution Approving the Purchase of New Playground Equipment for Lucero Park to be Furnished and Installed by All About Play, Option #2.
18. Resolution Approving Authorized Signatories for Banking Services and Local Agency Investment Fund (LAIF).
19. Resolution Accepting a Grant of Easement for Public Road Purposes for APN 043-031-022 and 023 (portion) and Authorizing the Interim City Manager to Execute a Certificate of Acceptance for Recording of the Grant of Easement.

Motion: M/S Moran/Kang to approve the Consent Agenda except for items 9, 12, 13, 14, and 20. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Garcia, Kang, and Aguilar
 NOES: Council Members: None
 ABSENT: Council Members: None

9. Approval of Minutes of Meeting Held on August 9, 2021.

Motion: Garcia/Kang to continue item 9 to the next regular city council meeting of September 7, 2021. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Kang, Moran, Garcia, and Aguilar
 NOES: Council Members: None
 ABSENT: Council Members: None

12. Second Reading and Adoption of Ordinance of the City Council of the City of Livingston Establishing New Rates for Solid Waste Service (Garbage Service) Fee (Continued from July 6, 2021 City Council Meeting).

Interim City Manager Portillo introduced this item.

Mayor Aguilar opened and closed Public Comments at 9:08 p.m., as there were no comments from the public.

Council Member Moran pointed out a typographical error on page 2 of the staff report.

Motion: Garcia/Kang to continue item 12 to the next regular city council meeting of September 21, 2021. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Kang, Moran, Garcia, and Aguilar
 NOES: Council Members: None
 ABSENT: Council Members: None

13. Resolution Approving Award of Agreement for Landscaping Services to Central Valley Tree and Landscaping (CVTL).

Public Comments:

Mary McWatters (Item 13)

Interim City Manager responded to public comments.

Item No. 13 was continued.

14. Resolution Approving Award of Agreement for Information Technology (IT) Managed Services to Mid Valley IT Services.

There was a brief discussion between Council Member Moran and Interim City Manager Portillo.

Joy Alexander from Mid Valley IT Services introduced herself.

Mayor Aguilar opened and closed Public Comments at 9:15 p.m., as there were no questions from the public.

Motion: Garcia/Soto to approve Resolution No. 2021-54, Approving Award of Agreement for Information Technology (IT) Managed Services to Mid Valley IT Services. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Kang, Moran, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

20. Consider Approval of An Agreement with Vanessa Portillo to Serve as Interim City Manager.

There was a brief discussion between Council and staff.

Council Member Moran pointed out a few typographical errors in the agreement.

Mayor Aguilar opened and closed Public Comments at 9:21 p.m., as there were no comments from the public.

Motion: Garcia/Kang to approve an Agreement with Vanessa Portillo to Serve as Interim City Manager with edits previously provided regarding typographical errors. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Kang, Moran, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

DISCUSSION AND POTENTIAL ACTION ITEMS

21. Discussion and Direction on Official Name for the Public Area where the Old Court Theatre was Located at 620 Main Street, Livingston.

Recreation Superintendent Benoit introduced this item.

Mayor Aguilar opened and closed Public Comments as there were no comments from the public.

Motion: Garcia/Kang to approve the name Court Yard Plaza. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Kang, Moran, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

None.

CLOSED SESSION

1. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Vanessa Portillo, Interim City Manager
Employee Organizations:
OE3 - Police Supervisory Employees Association
OE3- Livingston Police Officer Association
OE3- Management/Confidential Bargaining Unit
OE3- Clerical Bargaining Unit
AFSCME- Public Works and Park Unit
2. Conference with Legal Counsel – Potential Litigation- Significant Exposure to Litigation
(Government Code Section 54956.9(d)(2))
Number of Cases: 2

Mayor Aguilar opened and closed Public Comments at 9:29 p.m., as there were no comments from the public, and the Council went into Closed Session immediately thereafter.

CLOSED SESSION ANNOUNCEMENTS

Council gave direction to staff.

ADJOURNMENT

The meeting was adjourned by consensus at 12:16 a.m.

City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

The written meeting minutes reflect a summary of specific actions taken by the City Council. They do not necessarily reflect all of the comments or dialogue leading up to the action. All meetings are digitally recorded and are an official record of the meeting's proceedings. Digitally recorded verbatim minutes are available upon request and may be obtained at Livingston City Hall.



MEETING MINUTES

CLOSED SESSION/REGULAR MEETING LIVINGSTON CITY COUNCIL SEPTEMBER 7, 2021

A Closed Session/Regular Meeting of the Livingston City Council was held on September 7, 2021, in the City Council Chambers, with Mayor Aguilar presiding.

CALL TO ORDER

Mayor Aguilar called the meeting to order at 6:03 p.m.

ROLL CALL

- Mayor Juan Aguilar Jr.
- Mayor Pro-Tem Raul Garcia (Excused Absence)
- Council Member Maria Baptista-Soto
- Council Member Jose A. Moran
- Council Member Gagandeep Kang

CLOSED SESSION

Mayor Aguilar opened the meeting for public comments at 6:03 p.m. There were no comments, and the Council went into Closed Session immediately thereafter to discuss the following matters:

3. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Vanessa Portillo, Interim City Manager
Employee Organizations:
OE3 - Police Supervisory Employees Association
OE3- Livingston Police Officer Association
OE3- Management/Confidential Bargaining Unit
OE3- Clerical Bargaining Unit
AFSCME- Public Works and Park Unit
4. Conference with Legal Counsel – Potential Litigation- Significant Exposure to Litigation
(Government Code Section 54956.9(d) (2))
Number of Cases: 1

REGULAR MEETING

Mayor Aguilar called the meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

ROLL CALL

- Mayor Juan Aguilar Jr.
- Mayor Pro-Tem Raul Garcia (Late Attendance)
- Council Member Maria Baptista-Soto
- Council Member Jose A. Moran
- Council Member Gagandeep Kang

Mayor Pro-Tem Garcia was marked absent during roll call; however, Mayor Pro-Tem Garcia entered the Council of Chambers at 7:28 p.m. after the roll call was taken. Therefore, the roll call was changed to Mayor Pro-Tem Garcia being late.

CLOSED SESSION ANNOUNCEMENTS

Council gave direction to staff on item 3. Council will resume the closed session after the regular meeting.

CHANGES TO THE AGENDA

Items 5 and 8 were pulled for discussion.

CITIZEN COMMENTS

Mayor Aguilar opened Citizen Comments at 7:05 p.m.

Citizen Comments:

Katherine Schell-Rodriguez
Mike Torres
Attendee (did not state the name)
Leticia Vasquez
Margarita Aguilar
Mario Mendoza
Wapinder Kang
Maria Vasquez

Vanessa Portillo and City Attorney Hallinan responded to citizen comments.

Mayor Aguilar closed Citizen Comments at 7:34 p.m., as there were no further comments from the public.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Presentation by Mayor Aguilar: UFW Foundation.

Item 1 was continued to an unspecified date.

ANNOUNCEMENTS AND REPORTS

County Supervisor Rodrigo Espinoza gave his monthly report.

City staff and City Manager did not have any announcements and reports.

City Council Members and Mayor's Announcements and Reports

- Council Member Moran
- Council Member Soto
- Mayor Aguilar

City Attorney Hallinan asked the Council if they would consider not having cell phones on the dias.

Council agreed not to have cell phones on the dias.

CONSENT AGENDA

2. **RATIFY CHECK WARRANTS**
Ratify Warrant Register Dated August 31, 2021.
3. **LANDSCAPING CONTRACT SERVICES WITH CVTL**
Adopt Resolution Approving Award of Agreement for Landscaping Services to Central Valley Tree and Landscaping (CVTL).
4. **PROFESSIONAL SERVICES AGREEMENT WITH NBS FOR CFD 2005-01 REVIEW**
Adopt Resolution Approving Professional Services Agreement with NBS for CFD Review and Related Budget Amendment.
6. **PURCHASE OF LIGHTS FOR MAX FOSTER AND JOSEPH GALLO PARKS**
Adopt Resolution Authorizing the Purchase of Park Lights at Max Foster and Joseph Gallo Parks.
7. **SEWER SERVER PURCHASE**
Adopt Resolution Approving Contract with Tesco for Sewer Server Replacement and Related Budget Amendment

Motion: Moran/Soto to approve Consent Agenda except for items 5 and 8. The motion carried 5-0-0 by the following roll call vote:

AYES: Council Members: Soto, Moran, Kang, Garcia, and Aguilar
NOES: Council Members: None
ABSENT: Council Members: None

5. **FY2021/22 STAFFING CHANGES AND REVISED JOB DESCRIPTION FOR PUBLIC SERVICES DIRECTOR**
Adopt Resolution Approving Staffing Revisions for Fiscal Year 2021/22 and Revised Job Description for Public Services Director.

There was a brief discussion between Council and staff.

Mayor Aguilar opened Public Comments at 8:10 p.m.

Public Comments:

Katherine Schell-Rodriguez
Tommy Mejia
Attendee (did not state the name)
Leticia Vasquez

Interim City Manager Portillo responded to public comments.

Mayor Aguilar closed Public Comments at 8:25 p.m., as there were no further comments from the public.

Motion: M/S Garcia/Soto to adopt Resolution No. 2021-59, Approving Staffing Revisions for Fiscal Year 2021/22 and Revised Job Description for Public Services Director. The motion carried 4-1-0 by the following roll call vote:

AYES:	Council Members:	Soto, Kang, Garcia, and Aguilar
NOES:	Council Members:	Moran
ABSENT:	Council Members:	None

8. LIVINGSTON YOUTH FOOTBALL FEE WAIVER REQUEST

Adopt Resolution Approving the Livingston Youth Football Association Fee Waiver Request.

There was a brief discussion between Council and staff.

Chris Farinelli, President of Livingston Youth Football, responded to Council Member Moran’s questions.

Mayor Aguilar opened Public Comments at 8:36 p.m.

Public Comments:

Attendee (did not state name)

Recreation Superintendent Benoit responded to public comments.

Mayor Aguilar closed Public Comments at 8:37 p.m. as there were no further comments from the public.

Motion: M/S Garcia/Kang to adopt Resolution No. 2021-60, Approving the Livingston Youth Football Association Fee Waiver Request. The motion carried 5-0-0 by the following roll call vote:

AYES:	Council Members:	Soto, Kang, Garcia, Moran, and Aguilar
NOES:	Council Members:	None
ABSENT:	Council Members:	None

PUBLIC HEARINGS

9. Resolution Approving the General Plan Amendment 2021-01 for the Tierrasanta Villas Apartment at 915 B Street (GPA 2021-01).

Contract City Planner Hatch introduced this item and responded to Council questions.

Carol Ornelas, CEO of Visionary Home Builders, provided information on the proposed development and answered questions from the Council.

Mayor Aguilar opened Public Hearing at 9:27 p.m.

Public Comments:

Mike Torres
Jose Flores
David Bates

Carol Ornelas and Contract City Planner Hatch responded to public comments.

Mayor Aguilar closed Public Hearing at 9:55 p.m., as there were no further comments from the public.

There was a lengthy discussion between Council, staff, and Battalion Chief White.

Contract City Planner Hatch noted that the Council could add an additional condition of approval (condition no. 12) under the site plan design review to state “developer shall work with the City to seek funding through grants and other sources to address additional firefighting resources in terms of personnel and equipment.”

Motion: M/S Moran/Soto to approve staff recommendation with the added condition stated by the Contract City Planner and waive full reading of the ordinance. The motion carried 5-0-0 by the following roll call vote:

AYES:	Council Members:	Soto, Kang, Garcia, Moran, and Aguilar
NOES:	Council Members:	None
ABSENT:	Council Members:	None

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

None.

Mayor Pro-Tem Garcia stated that he needs to have his work cell phone because he is on-call for the dive, air, and tactical support teams.

The Council resumed closed session to discuss the remaining item.

CLOSED SESSION ANNOUNCEMENTS

No reportable action was taken.

ADJOURNMENT

The meeting was adjourned by consensus at 10:41 p.m.

APPROVED:

Mayor or Mayor ProTempore

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STAFF REPORT

AGENDA ITEM: Adopt a Resolution Ratifying Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Livingston Clerical Employees Association

MEETING DATE: December 7, 2021

PREPARED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution ratifying the MOU for the City of Livingston Clerical Employees Association.

BACKGROUND

The City of Livingston Clerical Employees Association's MOU expired on June 30, 2021. The City started its labor negotiation meetings in the Spring 2021. The Interim City Manager has negotiated additional compensation and benefit, at the direction of City Council, and the bargaining unit known as the City of Livingston Clerical Employees Association has accepted and agreed to the proposed terms. The MOU is retroactive to July 1, 2021 and will be in effect through June 30, 2024.

DISCUSSION

Compensation and benefits negotiated include the following:

- Cost of Living Adjustment (COLA) of 3% effective July 1, 2021
- The City shall continue to offer medical, dental, vision, long term disability and life insurance plans as those currently structured or as the plans may be amended from time to time by the plan providers, and will continue to pay the negotiated portion of all premiums associated with the cost of providing these benefits for eligible employees under this bargaining group.
- Issuing a stipend from the American Relief Program (ARP) funds according to the hazard pay guidelines

FISCAL IMPACT

Negotiated terms have been included in the Fiscal Year 2021/22 Budget.

ATTACHMENTS

1. Resolution of the City Council of the City of Livingston Ratifying Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Livingston Clerical Employees Association
2. City of Livingston Clerical Employees Association MOU

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON RATIFYING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LIVINGSTON AND THE LIVINGSTON CLERICAL EMPLOYEES ASSOCIATION

WHEREAS, the City of Livingston, through its City Manager, has negotiated new terms which will alter or change the existing Memorandum of Understanding (MOU), as it applies to the Livingston Clerical Employees Association; and

WHEREAS, the City Council desires now to ratify those changes in the MOU as negotiated and approved by the parties; and

WHEREAS, the term of this MOU becomes effective July 1, 2021 and continue in effect until June 30, 2024 unless modified, changed, or otherwise altered by force or law or by mutual agreement between the parties of this agreement; and

WHEREAS, the MOU has been updated to reflect all the negotiated terms of the agreement (EXHIBIT A); and

WHEREAS, The Finance Department will process any adjustments to supplemental schedules impacted by the MOU; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVINGSTON, THAT:

1. The above recitals are true and correct.
2. This resolution is effective immediately upon adoption.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Juan Aguilar Jr., 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 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

CITY OF LIVINGSTON
CLERICAL EMPLOYEES ASSOCIATION
MOU

JULY 1, 2021 THROUGH JUNE 30, 2024

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SECTION 1 TERMS OF AGREEMENT

This Memorandum of Understanding, upon approval of the City Council, shall remain in effect for those employees employed in the classifications which comprise the Clerical Employees' Association bargaining unit for the period beginning July 1, 2021, and ending June 30, 2024. The terms of this agreement are retroactive to July 1, 2021.

In the event the City agrees to increase wages and/or benefits to any other bargaining group, the City agrees to pay the same or like compensation to the members of The Clerical Employees Association during the term of this agreement.

Ninety (90) days prior to the termination of this Memorandum of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full force and be effective during the period of negotiations and until Notice of Termination of this agreement is provided to the other party.

SECTION 2 PURPOSE

The purpose of this Memorandum of Understanding is to promote and provide harmonious relations, peaceful resolution of disputes, and cooperation and understanding between the City and its employees covered herein, and to set forth the full and entire understanding reached as a result of meeting and conferring on hours, wages, and working conditions in accordance with State and Federal law and City ordinances, rules, and regulations.

SECTION 3 RECOGNITION

3.1 Employee Recognition

It is recognized that within the various departments of the City, there are employees that are classified as clerical employees. It is further recognized that due to the diversity of the job descriptions within the clerical classifications, the employees who are presently labeled as clerical need further descriptive terminology so that they shall be classified appropriately. The wage hierarchy will remain unchanged as is between the Clerical Employees classifications.

The classification of the clerical employees shall include the following:

- Clerical: Office Assistant I
- Sr. Office Assistant
- Recreation Specialist
- Account Clerk
- Sr. Account Clerk
- Administrative Analyst
- Sr. Administrative Analyst/Community Development

Sr. Administrative Analyst
Administrative Assistant
Accounting Technician

3.2 Association Recognition

The City of Livingston (City) recognizes the Operating Engineering Local Union No. 3 (OE3), representing Livingston Clerical Association, as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all regular City employees of the Clerical Association, who were in the classification of Office Assistant I, Sr. Office Assistant, Recreation Specialist, Account Clerk, Sr. Account Clerk, Administrative Analyst, Sr. Administrative Analyst, Administrative Assistant, Sr. Administrative Analyst/Community Development and Accounting Technician at the time this Understanding was entered into, but excluding all seasonal (those hired to work for a fixed period of time, which is less than one year), part time, supervisory or confidential employees, and all elected officials or officers of the City. This MOU, unless otherwise indicated, governs those Office Assistant I, Sr. Office Assistant, Recreation Specialist, Account Clerk, Sr. Account Clerk, Administrative Analyst, Sr. Administrative Analyst, Administrative Assistant, Sr. Administrative Analyst/Community Development and Accounting Technician in this bargaining unit which is comprised of:

Office Assistant I
Sr. Office Assistant
Recreation Specialist
Account Clerk
Sr. Account Clerk
Administrative Analyst
Sr. Administrative Analyst/Community Development
Sr. Administrative Analyst
Administrative Assistant
Accounting Technician

The classification or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or title will continue to be used by the City.

City agrees only to the job classification change and not the salary ranges from the Ewing compensation study performed in October 2018.

Conflict of Memorandum and Resolution: It is understood and agreed that there exists within the City Personnel Rules and Regulations per Resolution No. 87-30.

3.3 Dues Deduction

The Association may have the regular dues of its members within the representation unit deducted from the employees' paychecks under procedures prescribed by the City for such deductions. Dues deducted shall be made only upon signed authorization from the employee.

In the event that some form of Association security other than that provided above shall become permissive for public employees under competent enabling legislation, the parties shall then meet and confer with respect to the provisions of this subsection.

SECTION 4 CITY RIGHTS/EMPLOYEE RESPONSIBILITIES

It is understood and agreed that the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law.

It is agreed that this Memorandum of Understanding is not in force or effect until ratified and approved by the City Council of the City of Livingston.

The employer-employee relationship creates mutual responsibilities. Reasonable rules and regulations are necessary to the proper functioning of any city. Observance of all rules, regulations and this Memorandum is essential.

SECTION 5 EMPLOYEE RIGHTS/OFFICIAL REPRESENTATION

5.1 No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association. The Association agrees not to discriminate against any employee for non-membership in the Association. Association activities shall not interfere with the normal operation of the City. See Section 4.1 of Personnel Rules and Regulations.

5.2 Access to Personnel Files

An employee or an employee's representative both upon written authorization from the employee shall have access to the employee's personnel file. Nothing shall be placed in an employee's personnel file until he/she has seen it.

5.3 Communication with Employees

The Association shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Association business.

5.4 Official Representation

The Association shall be entitled to two representatives for the employees, who shall restrict their activities to the handling of grievances, and shall be allowed a reasonable amount of time for this purpose. The City Manager will be notified in writing of the names of the persons so designated.

5.5 Advance Notice

The Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the City Manager prior to adoption.

5.6 Employee Classification Inclusion/Exclusion

It is recognized that the employees that are within the clerical categories have different job classifications and functions. It is further recognized that each employee in his/her classification must comply with his/her assigned department rules, regulations and needs and, therefore, all items regulatory as well as beneficiary, do not and should not affect all employees the same. Because of the diversity, whenever there is a need to show separation of classification for proper and fair employee rights, the section in question shall show the classification inclusion or exclusion within the section.

SECTION 6 CONFLICT OF MEMORANDUM AND RESOLUTION

It is understood and agreed that there exists within the City, Personnel Rules and Regulations.

SECTION 7 SALARY PLAN/COMPENSATION

7.1 Effective July 1, 2011, a Step F will be added to the salary schedule and will be at least 5% above Step E.

7.2 Salary Plan Administration

See Section 3 of Personnel Rules and Regulations.

7.3 Salary Plan Administration, Advancement within Salary Range

See Section 3 of Personnel Rules and Regulations.

7.4 Salary Plan Administration, Salary Step After Promotion or Demotion

See Section 3 of Personnel Rules and Regulations.

7.5 Temporary Upgrading

An employee assigned by the City Manager or his/her designee to perform the duties of a higher-paid classification shall receive an increase of five percent (5%) for all hours so worked at the higher classification from the first hour worked provided, however, that the rate paid shall not be less than the first step of the classification.

7.6 Salary Plan, Pay Periods

See Section 3.3 of Personnel Rules and Regulations.

7.7 Wage Increases

Employees shall receive base salary increases as follows:

Effective retroactive to July 1, 2021, for persons employed on or after July 1, 2021, will receive a 3% base salary increase.

Effective July 1, 2022 an additional 3.0% base salary increase.

Effective July 1, 2023 an additional 3.0% base salary increase.

American Rescue Plan (ARP) Funds: City shall issue each eligible member of the Clerical unit a one-time stipend of \$2,000 on the first pay period of December 2021 as allowed per the ARP Guidelines for hazard pay during the COVID-19 pandemic. In the event any other represented unit(s) receive a higher stipend amount, the Clerical unit will be eligible to receive the highest ARP stipend benefit.

SECTION 8 PROBATION PERIOD

All employees of the City of Livingston Clerical Employees' Association shall have a probation period of six months. See Section 5.5 of Personnel Rules and Regulations.

SECTION 9 SENIORITY

Seniority is hereby defined as the employee's length of continuous service with the City since his/her last date of hire, except as otherwise provided herein.

Continuous service used in the above paragraph hereof means an employee's total continuous length of service with the City since his/her last date of hire without break or interruption; provided that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the California Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this article.

After an employee satisfactorily completes his/her initial probationary period of employment with the City, his/her seniority shall be effective from the date on which the employee was hired.

Where two or more employees were appointed on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date of filing such application which shall appear on the application form. See Section 6.3 of Personnel Rules and Regulations.

SECTION 10 TRANSFER AND PROMOTION LISTS

10.1 Transfer

See Section 3.10 of Personnel Rules and Regulations.

10.2 Promotion

See Sections 5.3 and 5.4 of Personnel Rules and Regulations.

10.3 Time Off for Examination

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

SECTION 11 EVALUATIONS AND JOB DESCRIPTIONS

11.1 Evaluations

See Section 8.1 of Personnel Rules and Regulations.

11.2 Job Descriptions

Job descriptions currently adopted will remain, but the City will meet and confer on any changes in the future.

SECTION 12 LAYOFFS AND OUTSIDE EMPLOYMENT

When it becomes necessary to reduce the City's work force, employees shall be "laid off" on the basis of their seniority within the classification. See Section 6.1 of Personnel Rules and Regulations.

12.1 Order of Layoff

See Section 6.1 of Personnel Rules and Regulations.

12.2 Notice of Layoff

Before an employee is laid off, the employee and the Association shall be notified in writing of such contemplated layoff at least thirty (30) working days prior to the effective date of the layoff.

12.3 Recall

See Section 6.2 of Personnel Rules and Regulations.

12.4 Outside Employment

See Section 14.1 of Personnel Rules and Regulations.

Off-duty employment will be approved subject to:

- (a) An absence of interference with the full and efficient performance of duty at all times.
- (b) The absence of a demonstrative conflict of interest between outside employment and City Employment.
- (c) Outside employment must be covered under State Workers' Compensation Insurance or a comparable insurance policy covering industrial accidents and injuries, said coverage to be approved by the City Manager.
- (d) Outside employment will not create any liability against the City of Livingston.

SECTION 13 RESIGNATION AND REINSTATEMENT

13.1 Resignation

See Section 7.1 of Personnel Rules and Regulations.

13.2 Reinstatement

A permanent employee who has resigned in good standing may be allowed to reapply for a vacant position, but will be required to participate in oral interview process if there is one.

SECTION 14 HOURS OF WORK, OVERTIME, PREMIUM PAY

14.1 Hours of Work

Hours of work shall be determined by the employee's Department Head according to the work load and the requirements of the employee's assigned department. All employees shall be scheduled to work on a regular work day and each work day

shall have a regular starting and quitting time. The work week shall consist of forty (40) hours in any seven (7) day period, unless the employee's classification within his/her department necessitates the employee working a special shift.

14.2 Breaks

Employees are entitled to two fifteen (15) minute breaks per work day. The breaks may be taken during the first four hours and second four hours of the work day. In addition, each employee is entitled to one (1) hour lunch break during his/her work day.

14.3 Attendance

Employees shall be required to contact their Department Head or his/her designee sixty (60) minutes in advance of being late and explain the reason for the tardiness and what time he/she expects to arrive. If an employee is to be absent, he/she must call or discuss the reason beforehand with the Department Head. The employee is responsible for being ready for his/her assigned duty at the start of his/her shift and continue through the shift to the quitting time of the shift in the same state.

14.4 Overtime/CTO

Authorized work performed in excess of forty (40) hours in a regular work schedule in one (1) week, shall constitute overtime. Association members may choose between CTO and paid overtime when they are required to work overtime. Paid overtime will be compensated at one and one-half the employee's regular hourly rate of pay.

14.5 Meeting Compensation

Any employee who, on non-duty hours, attends City Council meetings, Planning Commission meetings, or other City related meetings, as required, for the purpose of taking minutes shall be paid a minimum of three (3) hours per meeting at time and one-half.

14.6 Mileage Allowance

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate set by the City Council for all City employees.

An exception to this would be if an employee attended a work oriented function that was reimbursable at a higher rate under another authority. Mileage allowance would not be reimbursable at any rate unless prior approval was given to the employee by his/her Department Head.

14.7 Career Service Pay

Effective July 1, 2018, Employees of the Livingston Clerical Association who reach 5 years of employment with the City of Livingston shall receive a \$100 increase to base salary.

Employees of the Livingston Clerical Association who reach 10 years of employment with the City of Livingston shall receive a \$200 increase to base salary.

Employees of the Livingston Clerical Association who reach 15 years of employment with the City of Livingston shall receive a \$300 increase to base salary.

Employees of the Livingston Clerical Association who reach 20 years of employment with the City of Livingston shall receive \$400 increase to base salary.

Employees of the Livingston Clerical Association who reach 25 years of employment with the City of Livingston shall receive \$500 increase to base salary.

The percentages are cumulative.

This item was agreed upon by the Union and the City with the understanding at each employees' milestone respectively, the City would pay for the years of service.

Example: such an employee with 25 years would get \$1500 for 25 years.

SECTION 15 INCENTIVE PAY

15.1 Education Incentive

Clerical employees are urged to continue their in service formal education. Upon the recommendation of the employee's Department Head, the City Manager may authorize City reimbursement of 50% of the cost of such education if the education and training is job related in the discretion of the City Manager. Cost of education shall only include tuition, books and supplies, not to exceed \$ 400.00 expense to the City per year.

Members of this bargaining group shall receive a 2.5% salary adjustment upon completion of an Associate of Arts Degree.

Members of this bargaining group shall receive a 5% salary adjustment upon completion of a Bachelor's Degree.

The Education Incentive will have a maximum cap of 5%.

15.2 Bilingual Incentive

The City will pay 5% bilingual pay to those employees who are proficient in conversing and understanding any language other than English. A test will be developed to determine the qualifications.

15.3 Bi-literate Incentive

Effective July 1, 1995, when the City determines such service necessary and the employee passes the City's bilingual examination; such employee shall receive a 5% bi-literate differential.

15.4 Deferred Compensation

Effective January 1, 1998, City will pay up to \$100.00 per month per employee in deferred compensation matching an equal amount contributed by the employee. The City's match to deferred compensation is limited to a one year period beginning January 1 of the effective year. Employees must have five (5) years continued service, effective December 31, 1997, to qualify for this benefit. Members currently eligible to receive this benefit shall do so upon their fifth anniversary and enjoy the City match for a one year period effective January 1 following their anniversary date.

15.5 Computer Purchase

The City will implement an interest free loan to assist Association members with the purchase of personal computers and software as approved by the City.

15.6 Notary Incentive

Based on City's business needs and at Department Head's approval, the City will pay \$80 per month. Employee must obtain a Notary Certificate issued by the State of California. Monthly incentive pay will cover any upkeep and related training to maintain notary certification current.

SECTION 16 HOLIDAYS

16.1 Holiday Pay

Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day.

16.2 Authorized Holidays

If a holiday falls on a Sunday, the following Monday shall be observed and when a holiday falls on a Saturday, the preceding Friday shall be observed.

- A. Day before New Year's Day
- B. New Year's Day – January 1st
- C. Martin Luther King, Jr.'s Birthday – January 18th
- D. Presidents' Day – Third Monday in February
- E. Memorial Day – Last Monday in May
- F. Independence Day – July 4th
- G. Labor Day – First Monday in September
- H. Veterans' Day – November 11th
- I. Thanksgiving Day – Fourth Thursday in November
- J. Day after Thanksgiving
- K. Day before Christmas Day
- L. Christmas Day – December 25th
- M. Two (2) Floating Holidays

16.3 Work Performed on a Holiday

Any regular full-time employee who is required to work on any of the holidays specified in Subsection 14.2, shall receive regular pay for holidays plus one and one-half (1 ½) times regular pay for hours worked on a holiday.

16.4 Holidays during Vacation

In the event any of the holidays specified in Subsection 14.2 occur while an employee is on vacation, the holiday shall not be charged to vacation.

SECTION 17 VACATION

17.1 Vacation Leave

Annual vacation leave is to enable each eligible employee to return to his/her job mentally refreshed. The purpose of vacation is to insure the employee's continued efficiency by allowing periods of rest and relaxation. Therefore, vacation shall be taken in units of one week or more except that the Department Head may allow an employee to take vacation in units of less than one (1) week when he deems it to be in the best interest of the City. Vacation shall only be allowed in increments of one (1) or more whole days.

Employee will have the option to sell back up to 80 hours total of unused vacation either in December or June annually.

17.2 Vacation Allowance

Vacation shall vest upon the first day of employment. Thereafter, in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>
1-2 years	10 days
3-4 years	15 days
5-14 years	20 days
15 years	25 days

17.3 Pay upon Termination

An employee shall be paid for any unused vacation time on the termination of his/her employment. The employee shall be paid at the rate of pay in effect at the time of his/her termination.

17.4 Accrual

Employees may accrue a maximum of 260 hours of vacation allowance. Employees will not receive any compensation for vacation hours in excess of 260 hours unless employee has requested and has been refused a vacation 30 days prior to exceeding 260 hours accumulated vacation. If the employee has been refused a vacation, he/she must schedule a vacation as soon as working conditions will allow.

17.5 Longevity Incentive

10th yr = 1 week of vacation for that year
20th yr = 1 week of vacation for that year
25th yr = 1 week of vacation for that year
30th yr = 1 week of vacation for that year

17.6 Seniority

In the selection of vacation time, preference shall be given to senior employees where vacation requests of employees conflict.

SECTION 18 LEAVE PROVISIONS

18.1 Sick Leave

Sick leave accumulation shall commence the first day of employment at a rate of one day per month. The taking of sick leave shall commence upon the completion of one month of employment. Sick leave may be accumulated without limit. Sick leave shall be paid at time of retirement at 100% to a maximum of 1560 hours. Any additional hours will be credited toward retirement.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year.

When absence is for more than three (3) working days, the employee shall file a physician's certificate or personal affidavit with the immediate supervisor stating the cause and reason for the absence. The City may request a physician's verification of illness before paying any sick leave.

An employee shall be able to use sick leave with pay to care for the employees spouse, son or daughter, or parent who has a serious health condition which necessitates such absence. Some verification of personal sick leave is required. If an employee is absent on paid sick leave and a holiday occurs during such absence, the employee shall receive holiday pay for such holiday and such pay shall not be charged against the employee's sick leave credit.

In the event an employee terminates employment with the City, fifty percent (50%) of unused sick leave shall be paid upon termination of employment up to 50% of 1560 hours. Sick leave to be paid at 75% at time of lay off.

In the event the Workers' Compensation payments cover all or part of the period during which sick leave is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee.

18.2 Industrial Disability Leave

Any permanent employee of the City who has suffered any disability arising out of and in the course of City employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled without loss of compensation for the period of such disability to the maximum of sixty (60) days. Such disability leave with pay shall be renewable in sixty (60) day increments by the City Manager for a period of one (1) year, subject to examination confirmation of the continuing disability by a physician selected by the City every sixty (60) days.

During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation Insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive at any one time, and no Disability Leave may be used for the purposes specified under Subsection 18.1, Sick Leave, and no Sick Leave benefits may be used for the purposes specified under this Subsection 18.2, Industrial Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days of absence. Employees shall not accrue vacation credit after they have been on Industrial Disability Leave for a total of thirty (30) days in one (1) year, unless the disability is incurred pursuant to the employee's job performance.

18.3 Limited Duty

Upon the advice of his/her physician, an employee may request and may be granted transfer to less strenuous or hazardous duties within their classification which the employee is qualified to perform for a period not to exceed one (1) year for non-work related injuries or illnesses, or in the case of work related injuries or illnesses, for the full recovery or rehabilitation period.

18.4 Funeral Leave

Employee shall be allowed a leave of absence with full pay for up to 40 work hours due to the death of a member of Employee's immediate family. For purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee. Time off for funerals or bereavement leave must be taken within time of service of the immediate family member.

18.5 Leave of Absence

Upon written request and approval by the Department Head and the City Manager, a leave of absence without pay may be granted to any permanent employee for a period not to exceed six (6) months for the following reasons:

1. Illness or disability not covered by sick leave.
2. Education or training which will benefit the employee, but that which is not paid by the employer.
3. Personal reasons: In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Department Head and approved by the City Manager.

A request for leave of absence without pay shall be made in writing to the Department Head stating the reasons for such request. For leaves of absence in excess of five (5) days, the Department Head shall submit the request with their recommendation to the City Manager.

All accumulated vacation time shall be exhausted prior to having been granted a leave of absence without pay. Any employee who does not return to work on the subsequent work day after the date of expiration, maybe considered terminated.

The employee, while on authorized leave of absence, will not be eligible for accruing vacation and/or holidays.

18.6 Paid Family Leave - Per State Law Requirements

To provide care for parents, children, spouses, and domestic partners or to bond with a new child.

Covers all employees who are covered by SDI (or a voluntary plan in lieu of SDI)

Offers up to 6 weeks of benefits in a 12-month period, and provides benefits of approximately 55% of lost wages.

After the first six (6) weeks of such leave, the employee shall be entitled to utilize accrued vacation. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage.

Upon expiration of the approved leave, the employee shall be reinstated to his/her former position. Prior to the employee being reinstated, the Department Head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, based upon medical factors, request that her leave be extended beyond one hundred twenty (120) days and shall submit a supporting statement from her physician. The Department Head, with the approval of the appointing authority, may extend the leave for up to an additional thirty (30) days.

18.7 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

18.8 State Disability Insurance

Employee shall pay full premium for State Disability Insurance.

SECTION 19 HEALTH AND WELFARE

19.1 Medical-Dental-Vision-Long Term Disability and Life Insurance

Effective February 1, 2006, for those employees known as the Livingston Clerical Employees Association, the City of Livingston will pay all premiums associated with the cost of providing medical, dental, vision, long term disability and life insurance for full-time employees and their eligible dependents.

Also effective February 1, 2006, the City of Livingston will assume full control over the benefit plans offered to the employees, including the selection and retention of any and all agencies involved in providing and maintaining medical, dental, vision, long term disability and life insurance benefits. The City agrees to continue to provide comparable or better benefit plans for the employees as long as the financial condition of the City is such that it can afford to cover the cost of providing the benefits.

All employees covered by this Agreement shall be covered by a \$100,000.00 life insurance plan with premiums to be paid by the City.

Future Premium Increases

Effective July 1, 2015, the City of Livingston's Medical Contribution will Cap at the City's monthly contribution in effect on July 1, 2015, good through June 30, 2016, as follows:

	<u>PPO Option</u>	<u>EPO Option</u>
Employee only	\$506.98	\$575.16
Employee + 1	\$1013.96	\$1150.31
Family	\$1318.17	\$1495.41

Future premium cost increases within the term of this agreement will be shared 50/50 by the City and the affected employee.

Employees who waive OR opt out of the City Health Insurance coverage will receive \$500 per month.

19.2 Medical Examinations

The City, at its option, may require a physical examination of each employee upon his/her entry into employment and of each employee at least once a year during the term of this agreement. Annual physical examinations shall be normally held on the anniversary date of an employee's entry into employment. Standards of each examination shall be the same for all employees. Any expense in connection with

the physical examination will be borne by the City. However, this is not to be considered as meaning that the City will pay for the treatment of any physical ailments which may be discovered by such examination. Medical examinations must be performed at a location selected by the City.

19.3 Retirement - Classic Members

The benefit contract in effect between the City of Livingston and the Public Employees' Retirement System (PERS) on behalf of eligible permanent full-time employees of this Unit as of July 1, 1989, shall be continued during the term of this Memorandum of Understanding.

The payments made by the City on behalf of the employee will remain in the employee's account and may be withdrawn by the employee at such time as the employee terminates from participation in PERS or retires. However, money contributed by the City on behalf of the employee will be considered taxable income during the year in which it is withdrawn. The City will furnish all employees an annual statement of the monies deposited in PERS on their behalf.

The City of Livingston shall amend the City's contract with the Public Employees' Retirement System (PERS) to provide the following additional benefit as provided by Section 20042 of the Government Code:

The period for determining the average monthly pay rate when calculating retirement benefits will change from the 36 highest paid consecutive months to the 12 highest paid consecutive months. (Applicable only to members retiring or whose death occurs after the effective date of the contract amendment.)

Effective the first full pay period following City Council approval of this MOU, Clerical Employees Association Classic members will pay one percent (1%) of the Employee contribution rate to PERS.

Effective July 1, 2019, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution rate to PERS for a total of 2%.

Effective July 1, 2020, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution rate to PERS for a total of 3%.

19.4 Retirement – New Members

All employees hired on or after January 1, 2013, who are considered "new members" under the Public Employees' Pension Reform Act (PEPRA) will be

provided a CalPERS benefit formula of 2% at 62 for Miscellaneous and 2% at 57 for Safety.

In addition, "new members" shall be subject to the contribution requirements in Section 7522.30(a) and (c) of the PEPR. Accordingly, "new members" shall pay 50% of the normal cost of their pension benefit and the City shall not pay any of the required employee contribution for "new members".

19.5 Post-Retirement Benefits

For all employees employed by the City as of July 1, 1989, only who retire from the City's employment under the Public Employees' Retirement System currently in effect other than disability retirement, the City will continue to pay the premiums for health and dental care coverage in an amount equal to the amount paid if the employee was still employed by the City.

In disability cases, dependent medical and dental coverage will continue until death of the retired employee or until dependents no longer are qualified as dependents under the current medical and dental plan.

Association members hired after July 1, 1989, shall enjoy City paid post-retirement health benefits as defined below:

- A. Employee must have been continuously employed by the City for twenty (20) years. (Disruptions in service due to lay-offs are exempted.)
- B. Post-retirement health insurance for employee only shall be limited to the actual cost of insurance, not to exceed \$300.00 per month.
- C. Disability retirement will be as if employee met the twenty (20) year employment requirement described above.
- D. At age sixty-five (65), Medicare shall become the retired employee's primary insurance.

19.6 Long-Term Disability

City will provide each employee covered under this Memorandum of Understanding with Long-Term Disability coverage at the City's expense.

SECTION 20 SAFETY

20.1 Observance of Safety Rules and Regulations/Public Service Employees

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

An employee may refuse a dangerous work assignment if one or all of the following conditions exist and he/she immediately notifies his/her supervisor of the condition(s):

1. He/she has a reasonable belief, based on what he/she knows at the time, that there is a real imminent danger of death or serious physical injury. If he/she has good reasons that other reasonable people would recognize, he/she may refuse the task even if it is later found that there was no imminent danger.
2. If he/she has asked his/her employer to eliminate the danger and the employer has failed to do so.
3. The danger is so imminent that it cannot be eliminated quickly enough through normal OSHA enforcement procedures.

20.2 Safety Equipment

Protective clothing or any type of protective device required in employee's work will be furnished to the employee by the City at no cost to the employee. All employees shall use City supplied safety equipment only for the purpose and use specified under applicable safety rules and regulations. City shall provide two (2) garments annually with City logo to be worn during working hours or City sponsored events.

SECTION 21 DISCIPLINE AND DISCHARGE

See Section 9 of Personnel Rules and Regulations.

SECTION 22 GRIEVANCE PROCEDURE

See Section 10 of Personnel Rules and Regulations.

SECTION 23 MODIFICATION OF AGREEMENT

No changes in this Memorandum of Understanding or interpretations thereof will be recognized, unless agreed to by the City Manager and the Association unless a financial disaster results in a significant loss of revenue to the City which shall allow the City to open the contract unilaterally.

SECTION 24 NEW WORK

In the event the City introduces new work which the Association believes does not fall within any of the existing CPS classification plan, the City and the Association shall, upon written request, meet and confer with respect to the assignment or classifications of such work.

SECTION 25 PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the Association, resolutions and ordinances which are in conflict with this agreement.

SECTION 26 RESOLUTION OF IMPASSE

See Section 11.15 – 11:16 of Personnel Rules and Regulations.

SECTION 27 SEPARABILITY OF PROVISIONS

Should any section, clause or provision of the Memorandum of Understanding be declared illegal and unenforceable by a final judgment of a Court of Competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer immediately concerning substitute provisions for the provisions rendered, or declared illegal.

SECTION 28 TERM OF MEMORANDUM

This Memorandum of Understanding entered into on the ___ day of _____, upon approval of the City Council, will remain in effect for those employees in the classifications which comprise the Association Bargaining Unit for the period from July 1, 2021 through June 30, 2024.

In the event the City agrees to increase wages and/or benefits to any other bargaining group, the City agrees to pay the same or like compensation to the members of The Clerical Employees Association during the term of this agreement.

Ninety (90) days prior to the termination of this Memorandum of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full

force and be effective during the period of negotiations and until Notice of Termination of this agreement is provided to the other party.

Vanessa L. Portillo, Interim City Manager

Date

Nancy Fuentes, OE3 Member

Date

Martha Abeloe, OE3 Member

Date

For Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO

Michael Eggener
Business Representative

Date

STAFF REPORT

AGENDA ITEM: Adopt a Resolution Approving Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Management and Confidential Employees Association

MEETING DATE: December 7, 2021

PREPARED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the MOU for the City of Livingston Management and Confidential Employees Association.

BACKGROUND

The City of Livingston Clerical Employees Association's MOU expired on June 30, 2021. The City started its labor negotiation meetings in the Spring 2021. The Interim City Manager has negotiated additional compensation and benefit, at the direction of City Council, and the bargaining unit known as the City of Livingston Clerical Employees Association has accepted and agreed to the proposed terms. The MOU is retroactive to July 1, 2021 and will be in effect through June 30, 2024.

DISCUSSION

Compensation and benefits negotiated include the following:

- Cost of Living Adjustment (COLA) of 3% effective July 1, 2021
- The City shall continue to offer medical, dental, vision, long term disability and life insurance plans as those currently structured or as the plans may be amended from time to time by the plan providers, and will continue to pay the negotiated portion of all premiums associated with the cost of providing these benefits for eligible employees under this bargaining group.
- Issuing a stipend from the American Relief Program (ARP) funds according to the hazard pay guidelines

FISCAL IMPACT

Negotiated terms have been included in the Fiscal Year 2021/22 Budget.

ATTACHMENTS

1. Resolution of the City Council of the City of Livingston Approving Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Livingston Management and Confidential Employees Association

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON RATIFYING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LIVINGSTON AND THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES ASSOCIATION

WHEREAS, the City of Livingston, through its City Manager, has negotiated new terms which will alter or change the existing Memorandum of Understanding (MOU), as it applies to the Management and Confidential Employees Association; and

WHEREAS, the City Council desires now to ratify those changes in the MOU as negotiated and approved by the parties; and

WHEREAS, the term of this MOU becomes effective July 1, 2021 and continue in effect until June 30, 2024 unless modified, changed, or otherwise altered by force or law or by mutual agreement between the parties of this agreement; and

WHEREAS, the MOU has been updated to reflect all the negotiated terms of the agreement (EXHIBIT A); and

WHEREAS, The Finance Department will process any adjustments to supplemental schedules impacted by the MOU; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVINGSTON, THAT:

1. The above recitals are true and correct.
2. This resolution is effective immediately upon adoption.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Aguilar Jr., 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 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

**CITY OF LIVINGSTON
MANAGEMENT AND CONFIDENTIAL EMPLOYEES
ASSOCIATION**

JULY 1, 2021 – JUNE 30, 2024

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SECTION 1. RECOGNITION

1.1 Employee Recognition

It is recognized that within the various departments of the City, there are employees that are classified as Confidential and Management employees. It is further recognized that due to the diversity of the job descriptions within the Confidential and Management classifications, the employees who are presently labeled as Confidential and Management, need further descriptive terminology, so that they shall be classified appropriately.

The classification of the Confidential and Management employees shall include the following:

Management: Accountant
Commander
Community Development Director
Public Works Superintendent
Public Works Technician
Recreation Superintendent
Street Supervisor
Water Supervisor

Confidential: Communications / Records Manager
Administrative Services Manager
Executive Assistant/Deputy City Clerk
Senior Accountant
Human Resources Coordinator

1.2 Association Recognition

It is understood that within the Management and Confidential classifications there are employees who have the intent of forming a recognized Employee Association pursuant to the City's Personnel Rules and Regulations. It is further understood that said employees shall not be started until mutual agreement is established on the terms of this contract and both the City and the Management and Confidential Employees, or their representative, have signed this document.

1.3 Dues Deduction

The Association may have the regular dues of its members within the representation unit deducted from the employees' paychecks under procedures prescribed by the City for such deductions. Dues deducted shall be made only upon signed authorization from the employee.

In the event that some form of Association security other than that provided above shall become permissive for public employees under competent enabling legislation, the parties shall then meet and confer with respect to the provisions of this subsection.

SECTION 2. CITY RIGHTS

It is understood and agreed that the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law.

It is agreed that this Memorandum of Understanding is not in force or effect until ratified and approved by resolution adopted by the City Council of the City of Livingston.

SECTION 3. EMPLOYEE RESPONSIBILITIES

The employer-employee relationship created mutual responsibilities. Reasonable rules and regulations are necessary to the proper functioning of any city. Observance of all rules, regulations and this Memorandum is essential.

SECTION 4. EMPLOYEE RIGHTS/OFFICIAL REPRESENTATION

4.1 No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association. The Association agrees not to discriminate against any employee for non-membership in the Association. Association activities shall not interfere with the normal operation of the City. See Section 4.1 of Personnel Rules and Regulations.

4.2 Access to Personnel Files

An employee or an employee's representative both upon written authorization from the employee shall have access to the employee's personnel file. Nothing shall be placed in an employee's personnel file until he/she has seen it.

4.3 Communication with Employees

The Association shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Association business.

4.4 Official Representation

The Association shall be entitled to two representatives for the employees, who shall restrict their activities to the handling of grievances, and shall be allowed a reasonable amount of time for this purpose. The City Manager will be notified in writing of the names of the persons so designated.

4.5 Advance Notice

The Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the City manager prior to adoption.

4.6 Employee Classification Inclusion/Exclusion

It is recognized that the employees that are within the Management and Confidential categories have different job classification and functions. It is further recognized that each employee in his/her classification must comply with his/her assigned department rules, regulations and needs and, therefore, all items regulatory as well as beneficiary, do not and should not affect all employees the same. Because of the diversity, whenever there is a need to show separation of classification for proper and fair employee rights, the section in question shall show the classification inclusion or exclusion within the section.

SECTION 5. CONFLICT OF MEMORANDUM AND RESOLUTION

It is understood and agreed that there exists within the City, Personnel Rules and Regulations.

SECTION 6. SALARY PLAN

6.1 Increases During Term of this Memorandum of Understanding

During the term of this agreement, both the City and the bargaining unit agree to a opener for COLA's as follows: To use the Merced County CPI to determine any COLA's. Future COLA's will be subject to the meet and confer process annually only after the State of California has adopted its budget.

6.2 Salary Plan Administration

See Section 3 of Personnel Rules and Regulations.

6.3 Salary Plan Administration, Advancement Within Salary Range

See Section 3 of Personnel Rules and Regulations.

6.4 Salary Plan Administration, Salary Step After Promotion/Demotion

See Section 3 of Personnel Rules and Regulations.

6.5 Temporary Upgrading

An employee assigned by the City Manager or his/her designee to perform the duties of a higher-paid classification shall receive an increase of five percent (5%) starting on the first day of such assignment. The rate paid shall not exceed the top step of the assigned classification and not be less than the first step of the classification.

6.6 Salary Plan, Pay Periods

See Section 3.3 of Personnel Rules and Regulations.

6.7 Increases During Term of this Memorandum of Understanding

For those employees within the bargaining unit, the Livingston Management and Confidential Employees Association shall receive a base salary adjustment on such dates as listed below.

Effective July 1, 2021, 3% base salary adjustment.

Effective July 1, 2022, 3% base salary adjustment.

Effective July 1, 2023, 3% base salary adjustment.

All salary adjustments are retroactive to July 1, 2021.

American Rescue Plan (ARP) Funds: City shall issue each eligible member of the Management and Confidential unit a stipend totaling \$6,000 as allowed per the ARP Guidelines for hazard pay during the COVID-19 pandemic. The stipend will be issued in two \$3,000 payments. The first \$3,000 stipend will be paid on the first pay period of December 2021 and the second \$3,000 stipend will be issued on the first pay period following the receipt of the ARP allocation.

SECTION 7. PROBATION PERIOD

See Section 5.5 of Personnel Rules and Regulations.

SECTION 8. SENIORITY

See Section 6.3 of Personnel Rules and Regulations.

SECTION 9. TRANSFER AND PROMOTION LISTS

9.1 Transfer

See Section 3.10 of Personnel Rules and Regulations.

9.2 Promotion

See Sections 5.3 and 5.4 of Personnel Rules and Regulations.

9.3 Time Off for Examination

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

SECTION 10. EVALUATION AND JOB DESCRIPTIONS

10.1 Evaluations

See Section 8.1 of Personnel Rules and Regulations.

10.2 Job Descriptions

The City will meet and confer with the Unit in order to develop job descriptions to the classifications in this Unit if there are significant changes.

SECTION 11. LAYOFFS AND OUTSIDE EMPLOYMENT

11.1 Layoff

When it becomes necessary to reduce the City's work force, employees shall be "laid off" on the basis of their seniority within the classification. See Section 6.1 of Personnel Rules and Regulations.

11.2 Order of Layoff

See Section 6.1 of Personnel Rules and Regulations.

11.3 Notice of Layoff

Before an employee is laid off, the employee and the Association shall be notified in writing of such contemplated layoff at least thirty (30) working days prior to the effective date of the layoff.

11.4 Recall

See Section 6.2 of Personnel Rules and Regulations.

11.5 Outside Employment

See Section 14.1 of Personnel Rules and Regulations.

Off-duty employment will be approved subject to:

- A. An absence of interference with the full and efficient performance of duty at all times.
- B. The absence of a demonstrative conflict of interest between outside employment and City employment.
- C. Outside employment must be covered under State Workers' Compensation Insurance or a comparable insurance policy covering industrial accidents and injuries, said coverage to be approved by the City Manager.
- D. Outside employment will not create any liability against the City of Livingston.

11.6 Resignation

See Section 7.1 of Personnel Rules and Regulations.

11.7 Reinstatement

A permanent employee who has resigned in good standing will be considered for reinstatement to a vacant position of the same classification as the previous position within a period of two (2) years from the effective date of resignation. Reinstatement shall be made at the salary step last received by the returning employee.

SECTION 12. HOURS OF WORK, OVERTIME, PREMIUM PAY

12.1 Hours of Work

Hours of work shall be determined by the employee's Department Head according to the work load and the requirements of the employee's assigned department. All employees shall be scheduled to work on a regular work day and each work day shall have a regular starting and quitting time. The work week shall consist of 40 hours in any seven (7) day period, unless the employee's classification within his/her department necessitates the employee working a special shift.

12.2 Administrative Leave/Overtime/C.T.O.

All employees represented in this bargaining group shall receive Administrative Leave days in lieu of compensatory time to reward them for their hours of service in excess of forty hours per week as follows:

POSITION	HOURS (PER FISCAL YEAR)
Management & Confidential	64
Department Heads & Executive Assistant/Deputy City Clerk	110

Accrued Administrative Leave must be used within the fiscal year earned.

12.3 Breaks

Employees are entitled to two fifteen (15) minute breaks per work day. The breaks may be taken during the first four hours and second four hours of the work day. In addition, each employee is entitled to one (1) hour lunch break during his/her work day.

12.4 Attendance

Employees shall be required to contact their Department Head or his/her designee sixty (60) minutes in advance of being late and explain the reason for the tardiness and what time he/she expects to arrive. If an employee is to absent, he/she must call or discuss the reason beforehand with the Department Head. The employee is responsible for being ready for his/her assigned duty at the start of his/her shift and continue through the shift to the quitting time of the shift in the same state.

12.5 Mileage Allowance

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate set by the City Council for all City employees.

An exception to this would be if an employee attended a work oriented function that was reimbursable at a higher rate under another authority. An example of the above would be POST reimbursable conferences and training schools. Mileage allowance would not be reimbursable at any rate unless prior approval was given to the employee by his/her Department Head.

12.6 Clothing Allowance

The Police Chief and Commander shall receive \$800.00 per year, paid \$200 quarterly, for the maintenance and purchase of uniforms.

SECTION 13. INCENTIVE PAY

Full-time Management and Confidential employees are urged to continue their in service formal education. The City Manager may authorize reimbursement of 50% of the cost of such education. Cost of such education shall only include tuition, books and supplies, not to exceed \$500 expense to the City per year per employee.

13.1 Deferred Compensation

Effective January 1, 1998, City will pay up to \$100.00 per month per employee in deferred compensation matching an equal amount contributed by the employee. The City's match to deferred compensation is limited to a one year period beginning January 1 of the effective year. Employees must have five (5) years continued service, effective December 31, 1997, to qualify for this benefit. Members not currently eligible to receive this benefit shall do so upon their fifth anniversary and enjoy the City match for a one year period effective January 1 following their anniversary date.

13.2 Computer Purchase Program

The City will implement an interest free loan to assist Association members with the purchase of personal computers and software as approved by the City.

13.3 Bilingual Pay

Based on Department's needs and at Department Head or designee's approval, all individuals, who after having passed a verbal and/or written test, are determined to be bilingual will receive a monthly stipend of \$50. An additional monthly stipend of \$50 will be paid for biliterate skills.

SECTION 14. HOLIDAYS

14.1 Holiday Pay

Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day.

14.2 Recognized Holidays

If a holiday falls on a Sunday, the following Monday shall be observed and when a holiday falls on a Saturday, the preceding Friday shall be observed.

- A. Day Before New Year's Day
- B. New Year's Day – January 1st
- C. Martin Luther King's Birthday
- D. Washington's Birthday – Third Monday in February
- E. Memorial Day – Last Monday in May
- F. Independence Day – July 4th
- G. Labor Day – First Monday in September
- H. Veteran's Day – November 11th
- I. Thanksgiving Day – Fourth Thursday in November
- J. Day After Thanksgiving
- K. Day Before Christmas Day
- L. Christmas Day – December 25th
- M. Floating Holiday – (2)

14.3 Work Performed on a Holiday

Any regular full-time non-management employee who is required to work on any of the holidays specified in Subsection 14.2, shall receive regular pay for holidays plus one and one-half (1 ½) times regular pay for hours worked on a holiday.

14.4 Holidays During Vacation

In the event any of the holidays specified in Subsection 14.2 occur while an employee is on vacation, the holiday shall not be charged to vacation.

SECTION 15. VACATION

15.1 Vacation Leave

Annual vacation leave is to enable each eligible employee to return to his/her job mentally refreshed. The purpose of vacation is to insure the employee's continued efficiency by allowing periods of rest and relaxation. Therefore, vacation shall be taken in units of one week or more except that the Department Head may allow an employee to take vacation in units of less than one (1) week

when he deems it to be in the best interest of the City. Vacation shall only be allowed in increments of one (1) or more whole days. Only one week of an employee's vacation may be split.

15.2 Vacation Allowance

Vacation shall vest upon the first day of employment. Thereafter, in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>
1-2 years	10 days
3-4 years	15 days
5-14 years	20 days
After 15 years	25 days

Employee will have the option to sell back up to 80 hours total of unused vacation either in December or June annually.

15.3 Pay Upon Termination

An employee shall be paid for any unused vacation time on the termination of his/her employment. The employee shall be paid at the rate of pay in effect at the time of his/her termination.

15.4 Accrual

Employees may accrue a maximum of 300 hours of vacation allowance, with the exception of the Commander this position may accrue a maximum vacation allowance of 400 hours. Employees will not receive any compensation for vacation hours in excess of 300 hours unless employee has requested and has been refused a vacation 30 day prior to exceeding 300 hours accumulated vacation. If the employee has been refused a vacation, he/she must schedule a vacation as soon as working conditions will allow. The same applies to the Commander position with vacation hours in excess of 400 hours.

15.5 Longevity Incentive

Employees shall be eligible for additional weeks of vacation based on longevity. The time shown shall be for one additional week in each of the mentioned years only: Completion of employee's 10th, 20th, 25th and 30th year.

15.5.1 Career Service Pay

Upon reaching such career milestones with the City of Livingston members of the Management and Confidential Employees Unit will receive a one-time payment of as listed below at the end of such completed year of service.

5 years	\$100.00
10 years	\$200.00
15 years	\$300.00
20 years	\$400.00
25 years	\$500.00

15.6 Seniority

In the selection of vacation time, preference shall be given to senior employees where vacation requests of employees conflict.

SECTION 16. LEAVE PROVISIONS

16.1 Sick Leave

Sick leave accumulation shall commence the first day of employment at a rate of one day per month. The taking of sick leave shall commence upon the completion of one month of employment. Sick leave may be accumulated without limit. Upon retirement each employee shall receive 100% of unused sick leave in cash.

When absence is for more than three (3) working days, the employee shall file a physician's certificate or personal affidavit with the immediate supervisor stating the cause and reason for the absence. The City may request a physician's verification of illness before paying any sick leave.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year.

An employee shall be able to use sick leave with pay when illness of a member of the employee's immediate household necessitates such absence. Some verification of personal sick leave is required. If an employee is absent on paid sick leave and a holiday occurs during such absence, the employee shall receive

holiday pay for such holiday and such pay shall not be charged against the employee's sick leave credit.

In the event an employee terminates employment with the City, fifty percent (50%) of unused sick leave shall be paid upon termination of employment.

Sick leave shall be accumulated to a limit of 1560 hours for cash out purposes only. Sick leave accumulated in excess of 1560 hours may be utilized for retirement credit. Any employee whose accumulated sick leave total exceeded 1560 hours as of July 1, 1992, shall be exempt from the cash out limitation.

In the event that Workers' Compensation payments cover all or part of the period during which sick leave is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee.

16.2 Industrial Disability Leave

Any permanent employee of the City who has suffered any disability arising out of and in the course of employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled without a loss of compensation for the period of such disability to a maximum of sixty (60) days. Such disability leave with pay shall be renewable in sixty (60) day increments by the City Manager for a period of one (1) year, subject to examination confirmation of the continuing disability by a physician selected by the City every sixty (60) days.

During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefits received as a result of Workers' Compensation Insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive at any one time, and no Disability Leave may be used for the purposes specified under Subsection 16.1, Sick Leave, and no sick leave benefits may be used for the purposes specified under this Subsection 16.2, Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days of absence. Employees shall not accrue vacation credit after they have been on Industrial Disability Leave for a total of thirty (30) days in one (1) year, unless the disability is incurred pursuant to the employee's job performance.

16.3 Limited Duty

Upon the advice of his/her physician, an employee may request and may be granted transfer to less strenuous or hazardous duties within their classification which the employee is qualified to perform for a period not to exceed one (1) year for non-work related injuries or illnesses, or in the case of work related injuries or illnesses, for the full recover or rehabilitation period.

16.4 Funeral Leave

Employee shall be allowed a leave of absence with full pay for up to 40 hours (5) work days due to the death of a member of employee's immediate family. For purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager of his/her designee. Time off for funeral or bereavement leave must be taken within time of service of the immediate family member.

16.5 Leave of Absence

The City Manager may grant a permanent employee a leave of absence without pay or benefits not to exceed one (1) year. Request for such leave shall be in writing and may be approved by the City Manager in writing.

16.6 Maternity Leave

A pregnant employee holding a permanent position shall be entitled to a leave of absence for up to one hundred twenty (120) days. This leave shall commence upon certification from the employee's attending physician that she is no longer capable of performing the duties of her position.

Upon the advice of her physician, the employee may request a temporary transfer to a less strenuous or hazardous position carrying the same or lower salary which she is qualified to perform. However, nothing herein shall result in the displacement or transfer of other employees in permanent positions or the performance of unnecessary work.

Where it is the opinion of the Department Head that the employee should be placed on leave sooner than prescribed by her physician due to her inability to effectively or safely perform the duties of her regular position or of one to which

she has been, or could otherwise be, temporarily transferred, the employee may be required to undergo examination by a second physician. The cost of this examination shall be paid by the City and shall not be ordered without prior approval of the City Manager.

During the first six (6) weeks of any such leave, the employee shall be entitled to utilize accrued sick leave benefits on the same basis as other employees who are temporarily disabled due to a non-industrial illness or injury.

After the first six (6) weeks of such leave, the employee shall be entitled to utilize accrued vacation. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage.

Upon expiration of the approved leave, the employee shall be reinstated to her former position. Prior to the employee being reinstated, the Department Head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, based upon medical factors, request that her leave be extended beyond one hundred twenty (120) days and shall submit a supporting statement from her physician. The Department Head, with the approval of the appointing authority, may extend the leave for up to an additional thirty (30) days.

16.7 Military Leave

Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

16.8 State Disability Insurance

Employee shall pay full premium for State Disability Insurance.

SECTION 17. HEALTH AND WELFARE PLANS

17.1 Medical-Dental-Vision-Long Term Disability and Life Insurance

Effective February 1, 2006, for those employees known as the Livingston Management and Confidential Employees Association, the City of Livingston will pay all premiums associated with the cost of providing medical, dental, vision, long term disability and life insurance for full-time employees and their eligible dependents.

Also effective February 1, 2006, the City of Livingston will assume full control over the benefit plans offered to the employees, including the selection and retention of any and all agencies involved in providing and maintaining medical, dental, vision, long term disability and life insurance benefits. The City agrees to continue to provide comparable or better benefit plans for the employees as long as the financial condition of the City is such that it can afford to cover the cost of providing the benefits.

Effective upon ratification of the MOU and through the term of the agreement, medical premiums will be split 80% employer-paid and 20% employee-paid.

Bargaining unit members who opt out of participating in the group medical plans sponsored by the City, and who provide proof of their medical coverage in a group plan, will receive \$500 per month, and allow payment in cash paid monthly or which part must be used in a deferred compensation plan of the employee's choice. This benefit will be effective upon final ratification by both parties (unit and City) for those that qualify. Any Federal/State laws/policies/guidelines conflicting with this incentive program should supersede this section of the MOU and incentive may be subject to termination.

17.2 Medical Examinations

The City, at its option, may require a physical examination of each employee upon his/her entry into employment and of each employee at least once a year during the term of this agreement. Annual physical examinations shall be normally held on the anniversary date of an employee's entry into employment. Standards of each examination shall be the same for all employees. Any expense in connection with the physical examination will be borne by the City. However, this is not to be considered as meaning that the City will pay for the treatment of any physical ailments which may be discovered by such examination. Examinations must be conducted at a location chosen by the City.

17.3 Retirement - Classic Members

The benefit contract in effect between the City of Livingston and Public Employees' Retirement System (PERS) in behalf of eligible permanent full-time employees of this Unit as of July 1, 1989, shall be continued during the term of this Memorandum of Understanding.

The City will contribute the employees' seven percent (7%) payment to PERS. The payment made by the City on behalf of the employee will remain in the employees' account and may be withdrawn by the employee at such time as the

employee terminates from participation in PERS or retires. However, money contributed by the City on behalf of the employees will be considered taxable income during the year in which it is withdrawn. The City will furnish all employees an annual statement of the monies deposited in PERS on their behalf.

The City of Livingston shall amend the City's contract with the Public Employees' Retirement System (PERS) to provide the following additional benefit as provided by Section 20042 of the Government Code for the Local Miscellaneous Employees Group only:

The period for determining the average monthly pay rate when calculating retirement benefits will change from the 36 highest paid consecutive months to the 12 highest paid consecutive months. (Applicable only to members retiring or whose death occurs after the effective date of the contract amendment.)

17.3.1 Retirement – Classic Members

Effective upon execution of this agreement, Management and Confidential Employees Association, Classic members will pay one percent (1%) of the Employee contribution to PERS.

Effective July 1, 2019, Management and Confidential Employees Association, Classic members will pay an additional one percent (1%) of the Employee contribution to PERS.

Effective July 1, 2020, Management and Confidential Employees Association, Classic members will pay an additional one percent (1%) of the Employee contribution to PERS.

17.3.2 Retirement – New Members

All employees hired on or after January 1, 2013, who are considered "new members" under the Public Employees Pension Reform Act (PEPRA) will be provided a CalPERS benefit formula of 2% at 62 for Miscellaneous and 2% at 57 for Safety.

In addition, "new members" shall be subject to the contribution requirements in Section 7522.30(a) and (c) of the PEPRA, and the City shall not pay any of the required employee contribution for "new members."

17.4 Post Retirement Benefits

For all employees employed by the City as of July 1, 1989 only who retire from the City's employment under the Public Employees' Retirement System currently in effect other than disability retirement, the City will continue to pay the premiums for health and dental care coverage in an amount equal to the amount paid if the employee was still employed by the City.

In disability cases, dependent medical and dental coverage will continue until death of the retired employee or until dependents no longer are qualified as dependents under the current medical and dental plan.

17.5 False Arrest Insurance/Police Management

The City will provide the Chief of Police with False Arrest Insurance in conjunction with the City's General Liability policies.

17.6 Long-Term Disability

City will provide each employee covered under this Memorandum of Understanding with Long-Term Disability coverage at the City's expense.

17.7 American with Disabilities Act

Because the ADA required accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case by case basis, the parties agree that the provisions of the Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss options to disregarding the Agreement. However, as the City has a legal obligation to undertake required

accommodations such action shall not be subject to bargaining with the Association.

SECTION 18. SAFETY

18.1 Observance of Safety Rules and Regulations/Public Service Employees

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

An employee may refuse a dangerous work assignment if one or all of the following conditions exist and he/she immediately notifies his/her supervisor of the condition(s):

1. He/she has a reasonable belief, based on what he/she knows at the time, at the time, that there is a real imminent danger of death or serious physical injury. If he/she has good reasons that other reasonable people would recognize, he/she may refuse the task even if it is later found that there was no imminent danger.
2. If he/she has asked his/her employer to eliminate the danger and the employer has failed to do so.
3. The danger is so imminent that it cannot be eliminated quickly enough through normal OSHA enforcement procedures.

18.2 Safety Program

The Management-Confidential Safety Committee shall consist of three (3) representatives of the Management-Confidential Unit.

18.3 Safety Equipment

Protective clothing or any type of protective device required in employee's work will be furnished to the employee by the City at not cost to the employee. All employees shall use City supplied safety equipment only for the purpose and use specified under applicable safety rules and regulations.

The City agrees to purchase one (1) pair of Red Wing work boots with steel shanks through a purchase order not to exceed \$170.00 once a year for the Public Works Superintendent. The city will provide one (1) new jacket for the Public Works Superintendent during the term of this agreement.

SECTION 19. DISCIPLINE AND DISCHARGE

See Section 9 of Personnel Rules and Regulations.

SECTION 20. GRIEVANCE PROCEDURE

See Section 10 of Personnel Rules and Regulations.

SECTION 21. MODIFICATION OF AGREEMENT

No changes in this Memorandum of Understanding or interpretations thereof will be recognized, unless agreed to by the City Manager and the Association unless a financial disaster results in a significant loss of revenue to the City which shall allow the City to open the contract unilaterally.

SECTION 22. NEW WORK

In the event the City introduces new work which the Association believes does not fall within any of the existing classifications, the City and the Association shall, upon written request, meet and confer with respect to the assignment or classification of such work.

SECTION 23. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the Association, resolutions and ordinances which are in conflict with this agreement.

SECTION 24. RESOLUTION OF IMPASSE

See Section 11.6 of Personnel Rules and Regulations.

SECTION 25. SEPARABILITY OF PROVISIONS

Should any section, clause or provision of the Memorandum of Understanding be declared illegal and unenforceable by a final judgment of a Court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer immediately concerning substitute provisions for the provisions rendered, or declared illegal.

SECTION 26. TERM OF MEMORANDUM

This Memorandum of Understanding entered into on the 1st day of July, 2018 shall, upon approval of the City Council, remain in effect for those employees in the classifications which comprise the Association Bargaining Unit for the period from July 1, 2018 to and including June 30, 2021. The City may unilaterally open this agreement in the event a financial disaster results in a significant loss to the City.

Ninety (90) days prior to the termination of this Memorandum of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full force and be effective during the periods of negotiations and until Notice of Termination of this agreement is provided to the other party.

**Management and Confidential
Employees Association**

City of Livingston

Representative Date
Manager

Vanessa L. Portillo, Interim City

Representative Date

STAFF REPORT

AGENDA ITEM: Adopt a Resolution Approving Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Livingston Police Officers Association

MEETING DATE: December 7, 2021

PREPARED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the MOU for the City of Livingston Police Officers Employees Association.

BACKGROUND

The City of Livingston Clerical Employees Association's MOU expired on June 30, 2021. The City started its labor negotiation meetings in the Spring 2021. The Interim City Manager has negotiated additional compensation and benefit, at the direction of City Council, and the bargaining unit known as the City of Livingston Clerical Employees Association has accepted and agreed to the proposed terms. The MOU is retroactive to July 1, 2021 and will be in effect through June 30, 2024.

DISCUSSION

Compensation and benefits negotiated include the following:

- Cost of Living Adjustment (COLA) of 3% effective July 1, 2021
- The City shall continue to offer medical, dental, vision, long term disability and life insurance plans as those currently structured or as the plans may be amended from time to time by the plan providers, and will continue to pay the negotiated portion of all premiums associated with the cost of providing these benefits for eligible employees under this bargaining group.
- Issuing a stipend from the American Relief Program (ARP) funds according to the hazard pay guidelines

FISCAL IMPACT

Negotiated terms have been included in the Fiscal Year 2021/22 Budget.

ATTACHMENTS

1. Resolution of the City Council of the City of Livingston Approving Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Livingston Police Officers Association

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON RATIFYING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LIVINGSTON POLICE OFFICERS ASSOCIATION (LPOA)

WHEREAS, the City of Livingston, through its City Manager, has negotiated new terms which will alter or change the existing Memorandum of Understanding (MOU), as it applies to the Livingston Police Officers Association; and

WHEREAS, the City Council desires now to ratify those changes in the MOU as negotiated and approved by the parties; and

WHEREAS, the term of this MOU becomes effective July 1, 2021 and continue in effect until June 30, 2024 unless modified, changed, or otherwise altered by force or law or by mutual agreement between the parties of this agreement; and

WHEREAS, the MOU has been updated to reflect all the negotiated terms of the agreement (EXHIBIT A); and

WHEREAS, The Finance Department will process any adjustments to supplemental schedules impacted by the MOU; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVINGSTON, THAT:

1. The above recitals are true and correct.
2. This resolution is effective immediately upon adoption.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Aguilar Jr., Mayor
of the City of Livingston

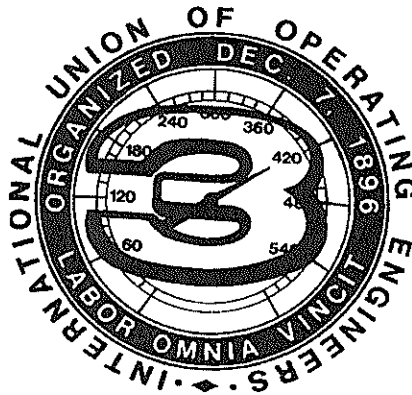
ATTEST:

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 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

Memorandum of Understanding

07/01/2021 – 06/30/2024



Operating Engineers Local #3
on behalf of the
Livingston Police Officers' Association
and the
City of Livingston

Livingston Police Officers' Association
Memorandum Of Understanding

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MEMORANDUM OF UNDERSTANDING

SECTION 1. TERMS OF AGREEMENT

This Memorandum of Understanding, upon approval of the City Council, shall remain in effect for those employees employed in the classifications which comprise the Livingston Police Officers' Association bargaining unit for the period beginning July 1, 2021 and ending June 30, 2024. The City may unilaterally open this agreement in the event a financial disaster results in a significant loss of revenue to the City.

Ninety (90) days prior to the termination of this Memorandum, the Union will notify the City if it wishes to modify the agreement. Failure to comply with the ninety (90) days' notice will not preclude commencement of negotiations. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This period of negotiations and until notice of termination of this agreement is provided to the other party.

SECTION 2. PURPOSE

The purpose of this Memorandum of Understanding is to promote and provide harmonious relations, peaceful resolution of disputes, and cooperation and understanding between the City and its employees covered herein, and to set forth the full and entire understanding reached as a result of meeting and conferring on hours, wages, and working conditions in accordance with state and federal law and city ordinances, rules, and regulations.

SECTION 3. RECOGNITION

- A. The City of Livingston (City) recognizes the Operating Engineers Local Union No. 3 (OE3), representing Livingston Police Officers' Association (LPOA), as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all regular City employees of the Police Department, who were in the classification of Police Officer, Corporal and dispatcher at the time this Understanding was entered into, but excluding all seasonal (those hired to work for a fixed period of time, which is less than one year), casual, supervisory of confidential employees, and all elected officials or officers of the City. This MOU, unless otherwise indicated, governs those Police Officers, Corporals and Dispatchers in this bargaining unit which is comprised of:

- Animal Control Officer
- Corporal
- Dispatcher
- Evidence Technician/Special Project
- Police Officer
- Police Office Assistant II
- Police Records Assistant
- Public Services Officer

The classification or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be used by the City.

Conflict of Memorandum and Resolution: It is understood and agreed that there exists within the City Personnel Rules and Regulations per Resolution No. 87-30.

SECTION 4. UNION SECURITY

At the time a new employee is hired who will be subject to this agreement, the City shall deliver to the employee a written notice stating the City shall deliver to the employee a written notice stating the City acknowledges the Union (OE3) as the recognized employee organization for the employees covered by this agreement.

All employees covered by this agreement, who are not already Union members, shall make application for membership within one (1) month following their date of employment or pay to the Union, each month through payroll deduction, a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues. The Union shall be responsible for enforcement for those employees who fail to comply with these requirements.

Any employee having an objection to the payment of Union dues or service fee shall, to comply with this section, show evidence of contribution of a like amount to a charity of his/her choice.

4.1 Dues Deduction

The Union may have the regular dues to its members within the representation unit, deducted from the employee's paycheck under procedures prescribe by the City for such deductions. Dues deductions shall be made only upon signed authorization from the employee.

4.2 Communications with Employees

The Union shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Union business.

4.3 Advance Notice

The Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

4.4 List of Unit Employees

The City shall furnish the Union with the names, classifications and date of hire of employees newly assigned to the unit and employees having leaving the unit.

SECTION 4(a) AB 119

A. Payroll deductions for the periodic membership dues, initiation fees and general assessments of the Union shall be made by the City on behalf of the Union from the paycheck of each employee whom the Union certifies has affirmatively consented to such dues deduction. The City shall remit the deducted membership dues to the officer(s) of the Union designated in writing by the Union.

B. The Union will maintain individual employee authorizations for payroll deductions, signed by the individual from whose wages the deduction is to be made. The City shall rely upon written notification from the Union for any employee requests to cancel, initiate or change payroll deductions for dues. The Union will obtain and maintain voluntary written authorization for dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Union.

C. Deduction notification will be provided to the City's Payroll Division. Change, cancellation and deduction requests received by the City prior to the 15th of the month will be processed the first full pay period of the following month. Change, cancellation and deduction requests received by the City on or after the 15th of the month will be processed the second full pay period of the following month.

D. The Union shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee or liability resulting from any threatened or actual claims, demands, lawsuits, or any other action arising from the operation of this Section and from the use of such monies by the Union.

SECTION 5. CITY RIGHTS/EMPLOYEE RESPONSIBILITIES

It is understood and agreed the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law.

The employer-employee relations create mutual responsibilities. Reasonable rules and regulations are necessary to the proper functioning of any city. Observance of all rules, regulations, and this Memorandum is essential.

SECTION 6. NO DISCRIMINATION

The City agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operations of the City. See Section 4.1 of Personnel Rules and Regulations.

SECTION 7. UNION REPRESENTATIVES/ASSOCIATION MEMBERS

7.1 Representatives

Designated Association Members shall obtain approval from their immediate supervisor or any supervisor if their immediate supervisor is not available, before leaving their duty assignment to resolve grievances.

This provision shall not be used to prevent association members from performing their duties or obligations set forth in this section; provided, however, the use of time for this purpose shall be reasonable.

Whenever an employee is required to meet with a supervisor and the employee reasonably believes the discussion may lead to a disciplinary action, the employee shall be entitled to a Union representative or association member for representation. In the event the employee desires the presence of a Union representative or

association member, the City will contact the representative to arrange a mutually acceptable time and day to hold the meeting.

By January 31 of each year, the Livingston Police Officer's Association shall notify the Chief of Police the names of two (2) association members who be designated for the above responsibilities.

7.2 Representative of the Union

The employer agrees accredited representatives of the Police Officer's Association shall have access to the premises of the employer at any time during working hours to conduct Union business. Said representative will notify the City Manager or the Chief of Police twenty-four (24) hours in advance whenever he/she is conducting employee business during working hours.

7.3 Access to Personnel Files

An employee or an employee's representative both upon written authorization from the employee shall have access to the employee's personnel file upon request. Nothing shall be placed in an employee's personnel file until he/she has seen it.

SECTION 8. SALARY/COMPENSATION

8.1 Salary Schedule

Both the LPOA and the City agree to use the Merced County CPI to determine any COLA's. Future COLA's will be subject to the meet and confer process annually only after the State of California had adopted its budget. Retroactivity for any adjustments will be negotiated each re-opener year.

8.2 Salary Plan Administration

See section 3 of Personnel Rules and Regulations

8.3 Salary Plan Administration, Advancement with Salary Range

See Section 3 of Personnel Rules and Regulations, except that advancement from Step 1 to Step 2 shall be made at six (6) months for those dispatchers on probation or employees as temporary employees on the date this contract is signed.

8.4 Salary Plan Administration, Salary Step After Promotion or Demotion

See Section 3 of Personnel Rules and Regulations, except that advancement from Step 1 to Step 2 shall be made at six (6) months for those dispatchers on probation or employees as temporary employees on the date this contract is signed.

8.5 Temporary Upgrading

An employee assigned by the Chief of Police to perform the duties of a higher-paid classification shall receive an increase of five percent (5%) for all hours so worked at the higher classification, from the first hour worked provided, however, the rate paid shall not exceed the top step of the classification, nor be less than the first step of the classification.

8.6 Salary Plan, Pay Periods

See Section 3.3 of Personnel Rules and Regulations

8.7 Increases During Term of this Memorandum of Understanding

For those employees within the bargaining unit, the Livingston Police Officers Association shall receive a base salary adjustment on such dates as listed below.

Effective July 1, 2021, 3% base salary adjustment.
Effective July 1, 2022, 3%% base salary adjustment.
Effective July 1, 2023, 3%% base salary adjustment.

Retroactive to July 1, 2021

Effective July 1, 2022, the base salary for the Officer Assistant II position will be adjusted by a 4% increase.

American Rescue Plan (ARP) Funds: City shall issue each eligible member of the Livingston Police Officers Association unit a stipend totaling \$6,000 as allowed per the ARP Guidelines for hazard pay during the COVID-19 pandemic. The stipend will be issued in two \$3,000 payments. The first \$3,000 stipend will be paid on the first pay period of December 2021 and the second \$3,000 stipend will be issued on the first pay period following the receipt of the second ARP allocation.

8.8 Salary Plan Administration, Gustine Dispatching Services

Effective upon the execution of this agreement, Dispatchers shall receive a four percent (4%) base salary increase during the duration of the Gustine Dispatching Contract.

This pay shall end if the City ceases providing dispatch services to the City of Gustine.

8.9 Shift Pay Differential

For those employees within the bargaining unit, the Livingston Police Officers Association shall receive a shift pay differential as follows below.

Graveyard – shall receive an extra \$.50 cents per hour for each hour worked on Graveyard shift.

8.10 Pay Separation

Effective July 1, 2018 there will be a five (5%) differential pay between Step E Police Officer and Step A Corporal.

Retroactive two (2) months only.

SECTION 9. PROBATION PERIOD

All employees of the City of Livingston Police Department shall have a probation period of 18 months. See Section 5.5 of Personnel Rules and Regulations.

9.1 In-House Promotions

A probation period of one (1) year will be implemented for all In-House promotions.

SECTION 10. SENIORITY

Seniority is hereby defined as the employee's length of continuous service with the City since his/her last date of hire, except as otherwise provided herein.

Continuous service used in the above paragraph hereof means an employee's total continuous length of service with the City since his/her last date of hire without break or interruption; provided that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the California Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this article.

After an employee satisfactorily completes his/her initial probationary period of employment with the City, his/her seniority shall be effective from the date on which the employee was hired.

A list of employees arranged in order of their seniority as defined herein, shall be maintained and made available for examination by employees; provided the seniority list be revised and updated at the end of November each year. A copy of the same shall be transmitted to the Union and/or associations.

Where two or more employees were appointed on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date of filing such application which shall appear on the application form.

SECTION 11. TRANSFER, PROMOTION LIST

11.1 Transfer

See Section 3.10 of City Personnel Rules and Regulations

11.2 Promotion

See Section 5.4 of City Personnel Rules and Regulations

11.3 Time Off for Examination

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

SECTION 12. EVALUATIONS AND JOB DESCRIPTIONS

12.1 Evaluations

See Section 8.1 of City Personnel Rules and Regulations

12.2 Job Descriptions

Job descriptions currently adopted will remain, but the City will meet and confer on any changes in the futures.

SECTION 13. REDUCTION IN FORCE (LAYOFFS)

When it becomes necessary to reduce the City's work force, employees shall be "laid off" on the basis of their seniority within the Police Department. See Section 6.1 of City Personnel Rules and Regulations.

13.1 Order of Layoff

See Section 6.1 of City Personnel Rules and Regulations

13.2 Notice of Layoff

Before an employee is laid off, the employee and the Union shall be notified in writing of such contemplated layoff at least thirty (30) working days prior to the effective date of layoff.

13.3 Recall

See Section 6.2 of City Personnel Rules and Regulations

13.4 Outside Employment

See Section 14.1 of City Personnel Rules and Regulations

Off-duty employment will be approved subject to:

- (a) An absence of interference with the full and efficient performance of duty at all times.
- (b) The absence of a demonstrative conflict of interest between outside employment and City employment.
- (c) Outside employment must be covered by State Workers' Compensation Insurance of a comparable insurance policy covering industrial accidents and injuries, said coverage to be approved by the City Manager.
- (d) Outside employment will not create any liability against the City of Livingston.

SECTION 14. RESIGNATION AND REINSTATEMENT

14.1 Resignation

See Section 7.1 of City Personnel Rules and Regulations

14.2 Reinstatement

A permanent employee who has resigned in good standing shall be allowed to reapply for a vacant position, but will be required to participate in an oral interview process if there is one.

SECTION 15. HOURS OF WORK, OVERTIME, PREMIUM PAY

15.1 4-10 Work Schedule

The following members represented by the Association will be assigned to work a 4/10 work schedule.

**Police Dispatcher
Police Officer
Officer Assistant II**

**Police Corporal
Police Investigator**

5-8 Work Schedule

Animal Control Officer

15.1(a) Workweek

All members, excluding Animal Control Officer, as described in Section 15.1 will be assigned to a 4/10 work schedule based on a 4 days on and 3 days off work plan. The Department will make every effort to implement the designated schedule change on the first of the month. Based on a four month rotation, shift change will occur on the following dates; April 1st, August 1st, and December 1st of each year for dispatch, and March 1st, July 1st, and November 1st of each year of each year for all other positions. The rotation schedule does not include the Police Investigator, School Resource Officer as the position is a specialized assignment. The Animal Control Officer will work Monday to Friday from 0800-1600 hours.

15.1(b) Work Hours

The Department will maintain the option of hours of work for each assigned shift. These hours may change as required to meet the needs of the Department and the City. No hour change will be made for shifts prior to a new shift schedule being posted for sign up. This will allow for the Department to adjust to season and crime statistics throughout the year.

15.1 (c) Shift Selections

Police Officer and Corporal

Individual shift selection will be based on seniority with the following guidelines;

1. Shift selection schedule will be posted along with a current seniority list 30 days prior to shift change.
2. The posted schedule will be blank other than the designated positions to be filled (i.e. Corporal, Police Officer).
3. The Department will maintain the selection of days off and number of personnel assigned to each shift.
4. Selection process will start with the most senior officer within each of the above positions.
5. An officer will have two (2) working days to make their selection. After that if a selection has not been made, they will drop down a position and the next senior officer will make their selection.
6. Special Assignments (Investigations, SRO, Temporary Duty) will not be included in the seniority sign up for shift assignment. Shift assignment for these positions will be at the option of the Police Lieutenant.

Dispatcher

1. Shift selection schedule will be posted along with a current seniority list 30 days prior to shift change.
2. The posted schedule will be blank other than designated shifts to be filled.
3. The department will maintain the selection of days off and number of personnel assigned to each shift.
4. Selection process will start with the most senior dispatcher.
5. The dispatcher will have two (2) working days to make their selection. After that if a selection has not been made, they will drop down a position and the next senior dispatcher will make their selection.
6. The department retains the right, within a 30 day notice, to adjust specific shifts to accommodate the training of new dispatchers to be trained on all shifts. The adjustment will only be implemented during the duration of the trainee's scheduled time on that specific shift.

15.1(d) Implementation of 5/8 Work Schedule

In the event staffing level falls below twelve (12) sworn officers the Department will revert back to a temporary 5/8 work schedule. The Department will transfer special assignment personnel to fill open patrol positions as required.

The Department will give a minimum of seven (7) days notification prior to implementing a 5/8 work schedule. Sworn officers will not include administrative staff, and each must be cleared from field training and assigned to a working shift.

When the Department reaches a staffing level of twelve (12) or more sworn officers and each is cleared from the Department FTO program the 4/10 schedule will be immediately reinstated with a minimum of seven (7) days notification.

Nothing herein shall prevent the Department from making temporary schedule changes to address bona fide emergencies that may arise during the term of this agreement. An "emergency" is an unanticipated or unforeseen event or occurrence beyond the control of the City or the Police Department which required prompt and immediate law enforcement response to prevent injury or damage to life, person, or property.

In the event that staffing level falls below five (5) full time dispatchers, the Department will have the option to implement a modified schedule on a temporary basis.

15.2 Attendance

If any employee knows in advance he/she is going to be late, he/she must contact a designated shift supervisor and explain the reason for tardiness and what time he/she expects to arrive. If an employee is to be absent he/she must call or discuss the reason beforehand with the designated shift supervisor. The employee is responsible for being ready for his/her assigned duty at the start of his/her shift and continue through the shift to the quitting time of the shift.

15.3 Overtime/CTO

Authorized work performed in excess of forty (40) hours in a regular work schedule in one (1) week, shall constitute overtime. Association members may choose between CTO and paid overtime when they are required to work overtime. Paid overtime will be compensated at one and one-half the employee's regular hourly rate of pay except as otherwise designated by the Chief of Police. Association members will be allowed to accumulate a maximum of eighty (80) hours of CTO earned at a rate of 1.5 times actual overtime worked.

15.4 Court Pay

Any employee who shall be called as a witness arising out of and in the course of his/her employment during his/her normal working hours shall be deemed to be on duty. A minimum court time of three (3) hours per call at time and one-half will be paid for court appearances only on all non-duty hours.

Those members of the LPOA who are placed on-call for court, shall receive two (2) hours of overtime, in compensatory time for the duration of the on-call status.

15.5 Training/Informational Meetings

Necessary training and/or informational meetings may be scheduled by the Chief of Police and/or his designated Command Officer. The meetings are to ensure all employees the necessary knowledge so he/she may fulfill the needs of his/her position more professionally. An employee will receive overtime for attendance at all required training meetings, but not including pre-shift briefings. Furthermore, training shall consist of twenty-four (24) hours per Police Officer per year of Police Officers Standard and Training (P.O.S.T.) reimbursable curriculum.

Dispatchers shall attend a P.O.S.T. certified 120 hours Basic Dispatcher School as required by P.O.S.T. within one (1) year of date of hire. Dispatchers shall also receive at least twenty-four (24) hours of P.O.S.T. certified training every two (2) years as required by P.O.S.T.

15.6 Call-Back

Any employee "called out" or assigned to work during his/her normal time off shall be paid a minimum of one hour at time and one half. In the event an assignment is cancelled, call-out pay will not be paid if the employee is notified of cancellation twenty-four (24) hours prior to the assignment.

If an employee is required to and does report for work after employee is called back, he/she shall be paid travel time at the overtime rate in addition to the pay for the time worked. The amount of travel time will be the reasonable time it takes to travel from his/her home to wherever he/she is to report. He/she will be credited with the same amount of travel time to return home, except when the work for which he/she is called back continues until the beginning of his/her next regular scheduled shift, in such cases, travel time for returning home will not be allowed.

SECTION 16. INCENTIVE PAY

16.1 Education Incentive

Full-time employees who have at least three years of law enforcement experience and an Associate of Arts Degree in a law enforcement related field shall be eligible for a five percent (5%) pay increase above the employee's current pay step.

Associate of Arts Degree and Bachelors of Science Degrees in Business Administration, Public Administration, Criminal Justice and Administration of Justice shall be accepted to satisfy the degree requirement. Additional Degrees in computer technology would also be considered for the five percent (5%) pay increase mentioned above.

16.2 Tuition Incentive

Employees are urged to continue their in-service formal education. Upon the recommendation of the Chief of Police, the City Manager may authorize City payment for all or a portion of the cost of such education if the education and training is job related. Courses taken via online schools will be considered for reimbursement. Cost of education shall only include tuition, books, and supplies not to exceed \$75 expense to the City per semester.

16.3 Bilingual/Biliterate Incentive

The City will pay 5% of gross pay per year for those association members who are bilingual and the city will pay 5% of gross pay per year for those association members who are biliterate for a total possible pay increase of 10%. A Post Standard Test as agreed to by the Union and the City, will be developed to determine qualifications. If a recipient of the Bilingual Incentive Pay refuses to translate, bilingual pay will be terminated immediately.

16.4 Field Training Incentive (Dispatcher and Officer)

Any member assigned to this temporary position, will receive an additional 5% incentive during the time period they are actually training for.

16.5 Motorcycle Maintenance

An Officer assigned to motorcycle duty and assigned a department motorcycle shall receive eight (8) hours overtime pay, 8 hrs @ 1 ½ x) monthly for the cleaning and maintenance of the motorcycle.

Association members assigned to motorcycle duty shall receive the following safety equipment at City expense:

- a. Helmet
- b. Sun glasses
- c. Night glasses
- d. Boots
- e. Leather jacket
- f. Gloves
- g. One pair of riding pants annually

All above reference safety equipment shall remain the property of the City.

16.6 P.O.S.T. Certification

Association members, who obtain either an Intermediate or Advance Certification for the California Police Officers Standards and Training (P.O.S.T.), shall receive a five percent (5%) increase in salary. This salary increase shall not be in addition to salary adjustments associated with obtaining college degrees.

16.7 Deferred Compensation

Association members with five (5) years continued service as of April 1, 1998, shall be eligible to receive up to \$100.00 per month in deferred compensation provided by the City as a match to the level of deferred compensation contribution provided by individual Association Members. City match is limited to one (1) year.

16.8 Computer Purchase Program

Upon completion of probation, association members are eligible to participate in the City's employee computer purchase assistance program. Eligible purchases include, but are not limited to: computers, monitors, printers, lap tops, and mobile computers to include tablet computers such as IPADS.

16.9 Special Pay

Corporals, ~~Detectives~~, and Narcotics Officers shall receive a two percent (2%) salary increase during their designation/assignment. ~~in lieu of the four (4) administrative leave days they receive on an annual basis.~~

Detectives only shall receive ~~three and one half percent (3.5%)~~ a 4% base salary increase during their designation/assignment. ~~in lieu of the four (4) administrative leave days they receive on an annual basis.~~

SECTION 17. HOLIDAYS

17.1 Holiday Pay

Association members in lieu of observing holidays will be compensated in cash payout per holiday. Presently there are twelve (12) holidays per year. Association members shall be compensated at straight time for each holiday. Association members shall receive a separate check in July of each year for the total number of hours represented by the total number of holidays, to reflect employee's current shift.

Should a member leave the City's employment during the year, the members final paycheck will reflect a reimbursement to the City for those holiday hours not earned.

The above, Section #17.1, does not apply to the following positions: Public Assistant, Records Clerk, Police Services Officer and Animal Control Officer. These positions will be observing the authorized holidays and therefore will be compensated as a day off.

17.2 Authorized Holidays

- a. Day before New Years
- b. New Year's Day – January 1st
- c. Martin Luther King's Birthday
- d. President's Day
- e. Memorial Day – Last Monday in May
- f. Independence Day – July 4th
- g. Labor Day – First Monday in September
- h. Veteran's Day – November 11th
- i. Thanksgiving Day – Fourth Thursday in November
- j. Day after Thanksgiving
- k. Day before Christmas
- l. Christmas Day – December 25th
- m. Two (2) Floating Holidays

SECTION 18. VACATION

18.1 Vacation Leave

Annual vacation leave is to enable each eligible employee to return to his/her job mentally refreshed. The purpose of vacation is to insure the employee's continues efficiency by allowing periods of rest and relaxation. Therefore, vacation shall be taken in units of one week or more except the Chief of Police may allow an employee to take vacation in units of less than one (1) week when he deems it to be in the best interest of the City. Vacation shall only be allowed in increments of one (1) or more days.

Association members may sell back a maximum of 80 hours per year. Vacation sell back will take place two (2) times a year; once on June 1st and once on December 1st. Association members can sell back 40 hours (2x's) once in June and once in December, or he/she can sell back 80 hours (1x) during the year either in June or December.

The City shall pay to each employee all vacation hours accrued in excess of 240 hours on the next bi-weekly pay period.

18.2 Vacation Allowance

Employees covered by this Memorandum of Understanding shall be entitled to accrue vacation at the following rates:

Employees with less than two (2) years of employment shall be entitled to earn up to ten (10) days' vacation per year at the rate of .83 a day per completed month of service or pro-rata portion thereof. Employees with more than two (2) years' service and less than four (4) years of employment shall be entitled to earn up to fifteen (15) days of vacation per year at a rate of 1.25 days per completed month of service or pro-rata portion thereof. Employees with more than four (4) years of employment shall be entitled to earn up to twenty (20) days of vacation per year at a rate of 1.67 days per completed month of service or pro-rata portion thereof. Employees with more than fourteen (14) years shall be entitled to earn up to 25 days' vacation each year at a rate of 2.08 days per completed month of service or pro-rata portion thereof:

1 through 2 years	10 days
3 through 4 years	15 days
5 through 14 years	20 days
15 years or more	25 days

An employee is eligible for vacation only after completion of 18 months of continuous service. Employees who have completed the probationary period shall be credited with vacation time accrued from the original date of hire.

18.3 Longevity Incentive

Employees shall be eligible for additional weeks of vacation based on longevity. The time shown shall be for one additional week in each of the mentioned years only: Completion of employee's 10th, 20th, 25th and 30th year.

10 th year	= 1 week for that year
20 th year	= 1 week for that year
25 th year	= 1 week for that year
30 th year	= 1 week for that year

18.3.1 Career Service Pay

Upon reaching such career milestones with the City of Livingston members of the Livingston Police Officers Association Unit will receive a one-time payment of as listed below at the end of such completed year of service.

5 years	\$100.00
10 years	\$200.00
15 years	\$300.00
20 years	\$400.00
25 years	\$500.00

18.4 Scheduling

The employee shall request in writing his/her preferred dates of vacation at least sixty (60) days in advance to the Chief of Police or his designated Command Officer.

The Chief of Police or his designee will respond back within ten (10) days. The Chief of Police may consider less time when it is in the best interest of the City. An employee who has given sixty (60) days' notice cannot be bumped from vacation on the basis of another employee's seniority.

18.5 Pay Upon Termination

Any employee shall be paid for any unused vacation time on the termination of his/her employment. The employee shall be paid at the rate of pay in effect at the time of his/her termination.

SECTION 19. LEAVE PROVISIONS

16.10 Sick Leave

Sick leave accumulation shall commence the first day of employment at a rate of eight (8) hours per month. The taking of sick leave shall commence upon the completion on one month employment.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year. The maximum accrual rate of sick leave for any employee will be 2880 hours. (This is the equal to 30 years times 96 hours).

Upon resignation, an employee shall receive 50% of all unused sick leave converted into cash.

Upon retirement after June 30, 2002, each employee shall have 100% of their unused sick leave cashed out or placed into a special account for the sick leave conversion plan benefit for retiree health. (Refer to Section 20.4 – Post Retirement Benefits for explanation of the Sick Leave Conversion Plan).

An employee may be required to submit a Physicians slip for any sick leave used immediately after using three (3) consecutive days of sick leave.

The Department Head may contact and counsel a specific employee, if it appears the usage of sick leave is improper.

In the event Worker's Compensation payments cover all or part of the period during which sick leave is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee.

16.11 Industrial Disability Leave

Any permanent employee of the City who has suffered any disability arising out of an in the course of City employment, as defined by the Worker's Compensation laws of the State of California, shall be entitled to disability leave while so disabled without loss of compensation for the period of such disability to the maximum of sixty (60) days. Such disability leave with pay shall be renewable in sixty (60) day increments by the City Council for a total period of one (1) year, subject to examination confirmation of the continuing disability by a physician selected by the City every sixty (60) days.

During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Worker's Compensation insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Worker's Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive at any one time, and no Disability Leave may be used for the purposes specified under Subsection 19, Sick Leave, and no Sick Leave benefits may be used for the purposes specified under this Subsection 19.2 Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days in any one (1) year.

16.12 Long Term Disability

Employees covered under this MOU will be covered under the City of Livingston's Long Term Disability Plan, paid for by the City.

16.13 American Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The association recognized the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working

conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA Act shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to discuss options to disregarding the Agreement. However, as the City has a legal obligation to undertake required accommodations, such action shall not be subject to bargaining with the Association, unless required by statute of controlling court decision.

16.14 Funeral Leave

Employee shall be allowed a leave of absence with full pay for up to 40 work hours due to the death of a member of Employee's immediate family. For purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager or his/her designee. Time off for funerals or bereavement leave must be taken within time of service of the immediate family member.

16.15 Leave of Absence

Upon written request, a leave of absence without pay may be granted to any permanent employee for a period not to exceed six (6) months for the following reasons:

1. Illness or disability not covered by sick leave.
2. Education or training which will benefit the employee, but that which is not paid for by the employer.
3. Personal reasons: In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Chief of Police and approved by the City Manager.

A request for a leave of absence without pay shall be made in writing to the Chief of Police stating the reasons for such request. For leaves of absence in excess of five (5) days, the Chief of Police shall submit the request with his/her recommendation to the City Manager.

All accumulated vacation time shall be exhausted prior to having been granted a leave of absence without pay. Any employee, who does not return to work on the subsequent work day after the date of expiration, shall be considered terminated.

The employee, while on authorized leave of absence, will not be eligible for accruing vacation and/or holidays, and will not be eligible for clothing allowance.

16.16 Maternity Leave

A pregnant employee holding a permanent position shall be entitled to a leave of absence for up to one hundred and twenty (120) days. This leave shall commence upon certification from the employee's attending physician she is no longer capable of performing the duties of her position.

Upon advice of her physician, the employee may request a temporary transfer to a less strenuous or hazardous position carrying the same or lower salary which she is qualified to perform. However, nothing herein shall result in the displacement or transfer of other employees in permanent positions or the performance of unnecessary work.

Where it is the opinion of the Department Head, the employee should be placed on leave sooner than prescribed by her physician due to her inability to effectively or safely perform the duties of her regular position or of one to which the employee may be required to undergo examination by a second physician. The cost of this examination shall be paid by the City and shall be ordered without prior approval of the City Manager.

During the first six (6) weeks of such leave, the employee shall be entitled to utilize accrued vacation. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage.

Upon expiration of the approved leave, the employee shall be reinstated to her former position. Prior to the employee being reinstated, the Department Head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, based upon medical factors, request her leave be extended beyond one hundred twenty (120) days and shall submit a supporting statement from her physician. The Department Head with the approval of the appointing authority may extend the leave for up to an additional thirty (30) days.

All approved Maternity Leave will be without pay. The employee, while on Maternity Leave, will not be eligible for clothing allowance.

16.17 Military Leave

Any employee who is a member of a reserve force of the United States or the State of California, who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or State of California, shall be granted a leave of absence without pay during the period of such activity except for as provided by law.

SECTION 20. HEALTH AND WELFARE

20.1 Medical-Dental-Long Term Disability and Life Insurance

Effective February 1, 2006, for those employees known as the Livingston Police Officers Association, the City of Livingston will pay all premiums associated with the cost of providing dental, vision, long term disability and life insurance for full-time employees and their eligible dependents.

Also effective February 1, 2006, the City of Livingston will assume full control over the benefit plans offered to the employees, including the selection and retention of any and all agencies involved in providing and maintaining medical, dental, vision, long term disability and life insurance benefits. The City agrees to continue to provide comparable or better benefit plans for the employees as long as the financial condition of the City is such that it can afford to cover the cost of providing the benefits.

Effective July 1, 2021, the City of Livingston shall contribute the following amounts monthly toward the total premium for medical plans; the employee is responsible for the balance of the premium cost, if any.

Starting January 1, 2022, premium increases above the contribution caps below will be covered 60% employee and 40% City costs.

City Monthly Contribution Cap:

	Jul. 1, 2021	
	<u>PPO</u>	<u>EPO</u>
Employee Only	\$ 581.98	\$ 650.16
Employee + One	\$1163.96	\$1300.31
Family	\$1543.17	\$1720.41

Bargaining unit members who opt out of participating in the group medical plans sponsored by the City, and who provide proof of their medical coverage in a group plan, will receive \$400 per month. Any Federal/State laws/policies/guidelines conflicting with this incentive program should supersede this section of the MOU and incentive may be subject to termination.

20.2 Medical Examinations

The City, at its option, may require a physical examination of each employee upon his/her entry into the Police Department and of each employee at least once a year during the term of this agreement. Annual physical examinations shall be normally held on the anniversary date of an employee's entry into the Police Department. Standards of each examination shall be the same for all employees. Any expense in connection with the physical examination will be borne by the City; however, this is not to be considered as meaning the City will pay for the treatment of any physical ailments which may be discovered by such examination. Medical examinations will be performed at a location selected by the City.

20.3 Retirement

The benefit contract in effect between the City of Livingston and the Public Employee's Retirement System (PERS) in behalf of eligible permanent full-time employees of this unit as of July 1, 1989 shall be continued during the term of this Memorandum of Understanding.

The City will contribute the employee's seven percent (7%) payment to PERS. The payments made by the City on behalf of the employee will remain in the employee's account and may be withdrawn by the employee at such time as the employee terminates from participation in PERS or retires. However, money contributed by the city on behalf of the employee will be considered taxable income during the year in which it is withdrawn. The city will furnish all employees an annual statement of the monies deposited in PERS on their behalf.

The City of Livingston shall amend the City's contract with the Public Employees' Retirement System (PERS) to provide the following additional benefit as provided by Section 20042 of the Government Code:

The period for determining the average monthly pay rate when calculating retirement benefits will change from the 36 highest paid consecutive months to the 12 highest paid consecutive months. (Applicable only to members retiring or whose death occurs after the effective date of the contract amendment.)

20.3.1 Effective upon execution of this agreement Livingston Police Officer Association, Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total 5%.

Effective July 1, 2019; Livingston Police Officer Association Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 6%.

Effective July 1, 2020; Livingston Police Officer Association Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 7%.

All employees hired on or after January 1, 2013, who are considered "new members" under the Public Employees Pension Reform Act (PEPRA) will be provided a CalPERS benefit formula of 2% at 62 for Miscellaneous and 2% at 57 for Safety.

In addition, "new members" shall be subject to the contribution requirements in Section 7522.30(a) and (c) of the PEPRA. Accordingly, "new members" shall pay 50% of the normal costs of their pension benefit and the City shall not pay any of the required employee contribution for "new members."

20.4 Post-Retirement Benefits

For all employees employed by the City as of July 1, 1989 only, who retire from the City's employment under the Public Employee's Retirement system currently in effect (other than disability retirement), the City will continue to pay the premiums for health and dental care insurance coverage in an amount equal to the amount paid if the employee was still employed by the City.

For all employees employed by the City after July 1, 1989, who retire from the City's employment under the PERS currently in effect (other than disability retirement), shall be eligible for the City's Sick Leave Conversion Plan for Retiree Health.

20.5 Sick Leave Conversion Plan

Eligible employees shall have unused sick leave credits (accumulated hours) converted to a cash equivalent value for the purpose of continued payment by the City of the premium for either both the health and dental insurance plans provided by the City for active employees and their dependents, regardless of the retirement option exercised, provided that:

- a. the employee has been covered under an insurance program of the type selected for payment (health or dental or both) provided by the City during the year immediately preceding such retirement; and
- b. the employee has been eligible to accumulate unused sick leave credits (hours); and
- c. the employee has not attained eligibility age for Medicare Benefits; and
- d. the employee has attained the minimum retirement age of the retirement plan relating to the employee's classification and is eligible for a monthly retirement allowance at the time severance is made from employment with the City, except when an employee is retired on either ordinary or service connected disability retirement pending regardless of whether said application is filed by the employee or by the City on the employee's behalf.
- e. The cash equivalent value of accumulated unused sick leave shall be determined on the basis of the hourly rate of pay earned by the employee immediately prior to the employee's retirement multiplied by the number of hours of such unused sick leave.

The credits (hours) of any employee for accumulated unused sick leave as determined according to the provisions herein shall be depleted each month by the amount of the City's contribution on behalf of said retired employee and the employee's eligible dependents, or in the case of an employee who is on a leave of absence pending the approval of an application for ordinary or service-connected disability retirement which has been filed by the employee or the City on behalf of the employee, in payment of the premium for the health and dental insurance plans provided for active employees of the City and their eligible dependents. The City's payment, on behalf of such employee, of such premium for the health and dental insurance plans shall cease at the end of the month immediately preceding the employee becoming eligible for Medicare, or

at such time as the remaining cash equivalent value of the employee's accumulated sick leave is insufficient to equal a full month's premium, or at death of the employee, or at the disapproval of the employee's application for ordinary or service-connected disability retirement; and

- f. Any retired employee, or in the case of any employee who is on a leave of absence pending the approval of an application for ordinary or service-connected disability retirement which has been filed by the employee or the City on behalf of the employee, whose cash equivalent value for accumulated unused sick leave is depleted prior to the said employee becoming eligible for Medicare may, at the employee's election, submit to the City the required monthly premium for transmittal to the insurance carriers providing the coverage for the health and dental insurance plans, and thereby continue in full force and effect the said, health and dental insurance plans. The eligibility of dependents of any such employee shall be dependent upon the eligibility of the employee.

In the event the application for ordinary or service-connected disability retirement is disapproved, the employee shall not be entitled to receive unused sick leave credits (hours) for any day or portion thereof of unused sick leave which the employee designated and used for purposes of health and dental insurance premium payments.

- g. Immediately prior to or at the time of retirement, an employee shall designate:

The amount, if any, of his/her unused sick leave credit which shall be converted to a cash equivalent value for purposes of health and dental insurance premium payments as provided and explained in the previous sections. However, the employee may elect the City to convert either 30%, 50% or 100% of the equivalent value for purposes of health and dental premium payments.

The City shall designate a 45 day period for open enrollment per year which the retiree may elect to change his/her initial choice to either 30%, 50% or 100% or may elect to freeze any payments.

Should the retired employee die before his/her designated beneficiary, his/her designated beneficiary shall receive the balance of the sick leave in a lump sum cash payment. If no beneficiary is designated, the City shall receive the balance. It is the responsibility of the employee to have a designated beneficiary. The designated beneficiary shall be the spouse or an eligible dependent under the terms of the current MOU.

Extension beyond age 65 of eligibility for payment of health insurance premiums based on unused sick leave – Employees who retire at age 65 shall be eligible to have unused sick leave credits (hours) converted to a cash equivalent value for the purpose of payment by the City of the premium requirement for a health or dental program or both, to supplement Medicare benefits for the employee and his eligible spouse. In the event said spouse or other eligible dependents are below age 65, the premium requirement for a conversion program shall be paid from the unused sick leave credits (hours). It

shall be the responsibility of the employee to locate an appropriate insurance carrier.

20.6 Death Benefits

City shall provide death benefits coverage for eligible individual employee under this bargaining group for up to \$200,000.

SECTION 21. SAFETY

21.1 Observance of Safety Rules and Regulations

Both the City and the Union shall expend every effort to ensure work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations. Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect any subsequent rules and regulations that may be adopted. Employees further agree they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to, an accident shall give full and truthful testimony as to same.

21.2 Safety Equipment

Protective clothing or any type of protective device required in employee's work will be furnished to the employee by the City at no cost to the employee. All employees shall use City supplied safety equipment only for the purpose and use specified under applicable safety rules and regulations. Baseball caps are permitted as part of the employees' uniforms except for Class A uniform guidelines.

All special police equipment required for use by employees as determined by the Chief of Police will be furnished without charge. Each employee will be responsible for proper care of such equipment and will be required to replace such equipment in case of loss or negligent destruction of same.

21.3 Uniforms and Protective Clothing

Effective upon execution of this agreement, all employees shall receive a \$900 uniform allowance per calendar year, paid quarterly. This increase is in exchange for the elimination of the dry cleaning reimbursements formerly provided by the city. Employees will be responsible for care and up keep of uniforms. (No boot allowance)

21.3.1 All members will be allowed to wear beards as long as they are well groomed and maintained.

Sworn and non-sworn department members are permitted to wear goatees with mustaches or beards that are maintained at a length and pattern so as not to detract from the professional image employees of the Livingston Police Department shall maintain.

Facial hair should be neatly trimmed and maintained at a length not to exceed 1 inch. Beards must be trimmed above and below and shall not be permitted below the Adam's apple or on the neck. Uniformed officers shall not be permitted to wear facial hair with less than five days growth. Any facial hair other than that defined as a goatee with mustache or beard, such as a goat patch, soul patch, chinstrap beard, goatee without mustache, mutton chops, Balbo, chin curtain, van dyke beard, or chin puff, are strictly prohibited.

Sworn personnel working in undercover assignments, or specialized assignments requiring facial hair not otherwise authorized by this policy, shall be exempt from the restrictions at the discretion of the Chief of Police or his/her designee.

Beards and goatees are PROHIBITED while wearing a Livingston Police Department Class A uniform. Mustaches are allowed while in Class A uniforms as long as they are clean and neatly trimmed. The mustache may not extend lower than the bottom of the corner of the mouth, also referred to as the oral commissures. Facial hair as it is defined above is allowed at any time while wearing any other Livingston Police Department approved uniform. The Chief of Police or his/her designee will be the final authority with regards to what is deemed appropriate.

SECTION 22. POLICE OFFICERS' BILL OF RIGHTS

The Police Officers' Bill of Rights shall be incorporated into this agreement by reference and shall apply only to sworn Police Officers.

SECTION 23. DISCIPLINE AND DISCHARGE

See Section 9 of Personnel Rules and Regulations

SECTION 24. WORK RULES

24.1 Compliance

It is the employee's responsibility to comply with all work rules approved by the Chief of Police.

SECTION 25. GRIEVANCE PROCEDURE

See Section 10 of the City's Personnel Rules and Regulations

SECTION 26. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the Union, Resolutions and Ordinances which are in conflict with this agreement.

SECTION 27. RESOLUTION OF IMPASSE

See Section 11.16 of the City's Personnel Rules and Regulations

SECTION 28. SEPARABILITY OF PROVISIONS

Should any section, clause or provision of this Memorandum of Understanding be declared illegal and unenforceable by final judgment of a Court or Competent Jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer immediately concerning substitute provisions rendered or declared illegal.

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____, 2021.

City of Livingston - Employer

Operating Engineers Local Union No. 3 of
The International Union of Operating
Engineers.

By: _____
Vanessa L. Portillo,
Interim City Manager

By: _____
Deanna Soria, OE3 Member

Date

Date

By: _____
Maribel Arevelo, OE3 Member

Date

For Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO

Darren Semore
Business Representative

Date

STAFF REPORT

AGENDA ITEM: Adopt a Resolution Approving Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Livingston Supervisory Employees Association

MEETING DATE: December 7, 2021

PREPARED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the MOU for the City of Livingston Supervisory Employees Association.

BACKGROUND

The City of Livingston Clerical Employees Association's MOU expired on June 30, 2021. The City started its labor negotiation meetings in the Spring 2021. The Interim City Manager has negotiated additional compensation and benefit, at the direction of City Council, and the bargaining unit known as the City of Livingston Clerical Employees Association has accepted and agreed to the proposed terms. The MOU is retroactive to July 1, 2021 and will be in effect through June 30, 2024.

DISCUSSION

Compensation and benefits negotiated include the following:

- The City shall continue to offer medical, dental, vision, long term disability and life insurance plans as those currently structured or as the plans may be amended from time to time by the plan providers, and will continue to pay the negotiated portion of all premiums associated with the cost of providing these benefits for eligible employees under this bargaining group.
- Issuing a stipend from the American Relief Program (ARP) funds according to the hazard pay guidelines

FISCAL IMPACT

Negotiated terms have been included in the Fiscal Year 2021/22 Budget.

ATTACHMENTS

1. Resolution of the City Council of the City of Livingston Approving Amendments to the Memorandum of Understanding (MOU) between the City of Livingston and the Livingston Supervisory Employees Association

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON RATIFYING AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF LIVINGSTON AND THE SUPERVISORY EMPLOYEES ASSOCIATION

WHEREAS, the City of Livingston, through its City Manager, has negotiated new terms which will alter or change the existing Memorandum of Understanding (MOU), as it applies to the Supervisory Employees Association; and

WHEREAS, the City Council desires now to ratify those changes in the MOU as negotiated and approved by the parties; and

WHEREAS, the term of this MOU becomes effective July 1, 2021 and continue in effect until June 30, 2024 unless modified, changed, or otherwise altered by force or law or by mutual agreement between the parties of this agreement; and

WHEREAS, the MOU has been updated to reflect all the negotiated terms of the agreement (EXHIBIT A); and

WHEREAS, The Finance Department will process any adjustments to supplemental schedules impacted by the MOU; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVINGSTON, THAT:

1. The above recitals are true and correct.
2. This resolution is effective immediately upon adoption.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Juan Aguilar Jr., 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 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

**CITY OF LIVINGSTON
PROPOSED TERMS AND CONDITIONS
OF EMPLOYMENT FOR
SUPERVISORY EMPLOYEES ASSOCIATION**

July 1, 2021 – June 30, 2024

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SECTION 1. RECOGNITION

1.1 Employee Recognition

It is recognized that within the various departments of the City, there are employees that are classified as Supervisory Employees. It is further recognized that due to the diversity of the job descriptions within the Supervisory classifications, the employees who are presently labeled as Supervisory need further descriptive terminology, so that they shall be classified appropriately.

The classification of the Supervisory Employees shall include the following:

Police Captain
Police Lieutenant
Police Sergeant

1.2 Association Recognition

It is understood that within Supervisory classifications there are employees who have the intent of forming a recognized Employee Association pursuant to the City's Personnel Rules and Regulations. It is further understood that said employees shall comply to the above named Rules and Regulations. The procedure shall not be started until mutual agreement is established on the terms of this contract and both the City and the Supervisory employees, or their representative, have signed this document.

1.3 Dues Deduction

The Association may have the regular dues of its members within the representation unit deducted from the employees' paychecks under procedures prescribed by the City for such deductions. Dues deducted shall be made only upon signed authorization from the employee.

In the event that some form of Association security other than that provided above shall become permissive for public employees under competent enabling legislation, the parties shall then meet and confer with respect to the provisions of this subsection.

SECTION 2. CITY RIGHTS

It is understood and agreed that the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law. It is agreed that this Memorandum of Understanding is not in force or effect until ratified and approved by resolution adopted by the City Council of the City of Livingston.

SECTION 3. EMPLOYEE RESPONSIBILITIES

The employer-employee relationship creates mutual responsibilities. Reasonable rules and regulations are necessary to the proper functioning of any city. Observance of all rules, regulations and this Memorandum is essential.

SECTION 4. EMPLOYEE RIGHTS/OFFICIAL REPRESENTATION

4.1 No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association. The Association agrees not to discriminate against any employee for non-membership in the Association. Association activities shall not interfere with the normal operation of the City. See Section 4.1 of Personnel Rules and Regulations.

4.2 Access to Personnel Files

An employee or an employee's representative both upon written authorization from the employee shall have access to the employee's personnel file. Nothing shall be placed in an employee's personnel file until he/she has seen it.

4.3 Communication with Employees

The Association shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Association business.

4.4 Official Representation

The Association shall be entitled to two representatives for the employees, who shall restrict their activities to the handling of grievances, and shall be allowed a reasonable amount of time for this purpose. The City Manager will be notified in writing of the names of the persons so designated.

4.5 Advance Notice

The Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the City Manager prior to adoption.

4.6 Employee Classification Inclusion/Exclusion

It is recognized that the employees that are within the Supervisory categories have different job classifications and functions. It is further recognized that each employee in his/her classification must comply with his/her assigned department rules, regulations and needs and, therefore, all items regulatory as well as beneficiary, do not and should not affect all employees the same. Because of the diversity, whenever there is a need to show separation of classification for proper and fair employee rights, the section in question shall show the classification inclusion or exclusion within the section.

SECTION 5. CONFLICT OF MEMORANDUM AND RESOLUTION

It is understood and agreed that there exists within the City, Personnel Rules and Regulations.

SECTION 6. SALARY PLAN

6.1 Salary Plan Administration - See Section 3 of Personnel Rules and Regulations.

6.2 Salary Plan Administration, Advancement Within Salary Range

See Section 3 of Personnel Rules and Regulations.

6.3 Salary Plan Administration, Salary Step After Promotion/Demotion

See Section 3 of Personnel Rules and Regulations.

6.4 Temporary Upgrading

An employee assigned by the City Manager or his/her designee to perform the duties of a higher-paid classification shall receive an increase of five percent (5%) on the first day such duties began.

6.5 Salary Plan, Pay Periods

See Section 3.3 of Personnel Rules and Regulations.

6.6 Increases During Term of this Memorandum of Understanding

There were no Cost of Living Adjustments (COLA) requested during this negotiation period.

American Rescue Plan (ARP) Funds: City shall issue each eligible member of the Livingston Police Supervisory unit a stipend totaling \$6,000 as allowed per the ARP Guidelines for hazard pay during the COVID-19 pandemic. The stipend will be issued in two \$3,000 payments. The first \$3,000 stipend will be paid on the first pay period of December 2021 and the second \$3,000 stipend will be issued on the first pay period following the receipt of the second ARP allocation.

6.7 Salary Schedule Adjustments

- A) There will be a minimum of 5% increase from Police Corporal, pay Step E to Police Sergeant pay Step A.
- B) There will be a minimum of 5% increase from Police Corporal with Degree, pay Step E to Police Sergeant with Degree, pay Step A.
- C) There will be a minimum of 5% pay increase from Police Sergeant with Degree, pay Step E to Police Captain, pay step A.

Adjustments are retroactive to the effective day of the agreement, July 1, 2021.

SECTION 7. PROBATION PERIOD

Probationary period for eligible members in the Supervisory's Unit shall consist of twelve (12) months.

SECTION 8. SENIORITY

For eligible members of the Supervisory's Unit, seniority shall be based on "time in rank".

SECTION 9. TRANSFER AND PROMOTION LISTS

- 9.1 Transfer - See Section 3.10 of Personnel Rules and Regulations.
- 9.2 Promotion - See Sections 5.3 and 5.4 of Personnel Rules and Regulations.
- 9.3 Time Off for Examination

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

SECTION 10. EVALUATIONS AND JOB DESCRIPTIONS

- 10.1 Evaluations - See Section 8.1 of Personnel Rules and Regulations.
- 10.2 Job Descriptions

The City will meet and confer with the Unit in order to develop job descriptions to the classifications in this Unit if there are significant changes.

SECTION 11. LAYOFFS AND OUTSIDE EMPLOYMENT

- 11.1 Layoff

When it becomes necessary to reduce the City's work force, employees shall be "laid off" on the basis of their seniority within the classification. See Section 6.1 of Personnel Rules and Regulations.

- 11.2 Order of Layoff - See Section 6.1 of Personnel Rules and Regulations.

- 11.3 Notice of Layoff

Before an employee is laid off, the employee and the Association shall be notified in writing of such contemplated layoff at least thirty (30) working days prior to the effective date of the layoff.

- 11.4 Recall - See Section 6.2 of Personnel Rules and Regulations.

11.5 Outside Employment - See Section 14.1 of Personnel Rules and Regulations.

Off-duty employment will be approved subject to:

- A. An absence of interference with the full and efficient performance of duty at all times.
- B. The absence of a demonstrative conflict of interest between outside employment and City employment.
- C. Outside employment must be covered under State Workers' Compensation Insurance or a comparable insurance policy covering industrial accidents and injuries, said coverage to be approved by the City Manager.
- D. Outside employment will not create any liability against the City of Livingston.

11.6 Resignation - See Section 7.1 of Personnel Rules and Regulations.

11.7 Reinstatement

A permanent employee who has resigned in good standing may be allowed to reapply for a vacant position, but will be required to participate in oral interview process if there is one.

SECTION 12. HOURS OF WORK, OVERTIME, PREMIUM PAY

12.1 Work Schedule

Based on department's needs, all members will be assigned to a 4/10 work schedule based on a 4 days on and 3 days off work plan. The Department will make every effort to implement the designated schedule change on the first of the month. Based on a bi-annual six month rotation, shift change will occur on the following dates: March 1st and September 1st of each year.

12.2 Hours of Work

Hours of work shall be determined by the employee's Department Head according to the work load and the requirements of the employee's assigned department. All employees shall be scheduled to work on a regular work day and each work day shall have a regular starting and quitting time. The work week shall consist of 40 hours in any seven (7) day period, unless the employee's classification within his/her department necessitates the employee working a special shift.

12.3 Court-Stand-By

Association members will receive (2) hours of overtime or Compensatory Time Off, when requested for court stand-by status. Association members will receive a minimum of (3) hours over time or Compensatory Time Off, when appearing in court.

12.4 Breaks

Employees are entitled to two fifteen (15) minute breaks per work day. The breaks may be taken during the first four hours and second four hours of the work day. In addition, each employee is entitled to one (1) hour lunch break during his/her work day.

12.5 Attendance

Employees shall be required to contact their Department Head or his/her designee sixty (60) minutes in advance of being late and explain the reason for the tardiness and what time he/she expects to arrive. If an employee is to be absent, he/she must call or discuss the reason beforehand with the Department Head. The employee is responsible for being ready for his/her assigned duty at the start of his/her shift and continue through the shift to the quitting time of the shift in the same state.

12.6 Training/Informational Meetings/Court Pay

Members of the Livingston Supervisory Employees Unit will be allowed one (1) POST approved training of their choice each year for professional development, based upon available coverage under patrol. On July 1, 2022 and 2023, City will review the training log for the Supervisory unit. If training has not been provided to employees, the employee will receive a \$500 stipend.

Necessary training and/or informational meetings may be scheduled by the employee's Department Head. The meetings are to ensure all employees obtain necessary knowledge so that he/she may fulfill the needs of his/her position. At the discretion of the Department Head, the meetings may be reimbursable by allowing Compensatory Time Off exchanged at the same rate of time spent at the meeting.

Employees required to attend Court as a witness arising out of and in the course of his/her employment during his/her normal working hours shall be deemed to be on duty. All time spent in Court pursuant to this section that is in excess of the employee's normal working time shall be reimbursed at the rate described in Section 12.2.

12.7 Mileage Allowance

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate set by the City Council for all City employees. An exception to this would be if an employee attended a work oriented function that was reimbursable at a higher rate under another authority. An example of the above would be POST reimbursable conferences and training schools. Mileage allowance would not be reimbursable at any rate unless prior approval was given to the employee by his/her Department Head.

12.8 Clothing Allowance

Association members will receive \$500 per year in uniform allowance to be paid quarterly. When an Association member is required to wear the "Class B" uniform the

City will pay for sixteen (16) cleanings per quarter. A "cleaning" is defined as the cleaning of one set of shirt and pants. Cleaning of coats, sweaters, hats, etc. are defined as separate cleanings applied against an employee's quarterly cleaning allowance.

12.9 Overtime/CTO

Association members agree to eliminate Administrative Leave in exchange for Compensatory Time off (CTO) or overtime pay. Association members will be allowed to accumulate a maximum of 80 hours of CTO earned at a rate of 1.5 times actual overtime worked. Hours worked in excess of the 80 hours will be paid at a rate of 1.5 times actual overtime worked.

SECTION 13. INCENTIVE PAY

13.1 Education Incentive:

Full-time Supervisory Employees are urged to continue their in service formal education. Upon the recommendation of the employee's Department Head, the City Manager may authorize City reimbursement of 50% of the cost of such education if the education and training is job related in the discretion of the City Manager. Cost of education shall only include tuition, books and supplies, not to exceed \$300 expense to the City per year.

Members of this bargaining group shall receive a 5% salary adjustment upon completion of an Associate of Arts Degree.

Association member who obtain either an Intermediate or Advanced Certification from POST shall receive a 5% increase in salary. This salary increase shall not be in addition to salary adjustments associated with obtaining college degrees.

13.2 Deferred Compensation:

Association members with five (5) years continued service as of April 1, 1998, shall be eligible to receive up to \$100.00 per month in deferred compensation provided by the City as a match to the level of deferred compensation contribution provided by individual Association members. City match is limited to one year.

13.3 Computer Purchase:

The City will implement an interest free loan to assist Association members with the purchase of personal computers and software as approved by the City.

13.4 Captain Pay In-Lieu:

As a budget balancing strategy, the City has opted to keep the Captain's position frozen (vacant) for Fiscal Year 2021/22. Duties from the vacant Captain position has been absorbed by the Police Chief and Sergeants. Starting July 1, 2021, the Sergeants will receive a \$3,000 stipend to recognize the additional duties assigned. During the term of this agreement, eligible employees in this unit will continue to receive the \$3,000 stipend, on the first pay period of the Fiscal Year, each year the Captain's position is held unfunded (not budgeted to be filled during the fiscal year).

SECTION 14. BILINGUAL PAY INCENTIVE

Based on Department's needs and upon Department Head or designee's approval, the City will pay \$650 per year, payable quarterly (\$75 per quarter) for bilingual skills. A test will be developed to determine the qualifications and will be mutually agreed upon by the City and the Supervisory Employees Association. If a recipient of the Bilingual Pay Incentive refuses to translate, bilingual pay will be terminated immediately.

SECTION 15. HOLIDAYS

15.1 Holiday Pay

Association members in lieu of observing holidays will be compensated per holiday, currently there are 12 official holidays. Association members will be compensated at straight time for each holiday, not to exceed eight (8) hours for any one-day. By August 1 of each calendar year, members will receive a separate check for the total number of hours represented by the total number of holidays. (12 holidays x 8 hours = 96 hours). Should a member leave the City's employ during the year, the members final paycheck will reflect a reimbursement to the City for those holidays that have not yet been reached.

15.2 Recognized Holidays

If a holiday falls on a Sunday, the following Monday shall be observed and when a holiday falls on a Saturday, the preceding Friday shall be observed.

- A. Day Before New Year's Day
- B. New Year's Day - January 1st
- C. Martin Luther King, Jr.'s Birthday – January 18th
- D. President's Day - Third Monday in February
- E. Memorial Day - Last Monday in May
- F. Independence Day - July 4th
- G. Labor Day - First Monday in September
- H. Veterans' Day - November 11th
- I. Thanksgiving Day - Fourth Thursday in November
- J. Day After Thanksgiving
- K. Day Before Christmas Day:
- L. Christmas Day - December 25th

M. Two (2) Floating Holidays

15.3 *Holidays During Vacation

In the event any of the holidays specified in Subsection 15.2 occur while an employee is on vacation, the holiday shall not be charged to vacation.

* Some employees of this Unit may work the 6 & 3 schedule and will receive compensation for all authorized holidays as a normal part of the work schedule.

SECTION 16. VACATION

16.1 Vacation Leave

Notwithstanding the foregoing, employees who have accrued 240 hours of vacation, but are unable to take vacation because of the staffing needs of the Department, will have one year to use vacation hours over 240. If, at the end of that year, said employees are still unable to take vacation due to staffing needs, City will pay off all hours in excess of 240. If the employee makes no effort to take vacation during the year following his or her accumulation of 240 hours, and is unable to justify the failure to request vacation, the employee may lose said hours in excess of 240, at the discretion of the City Manager, said discretion not to be exercised arbitrarily. If any employee fails to utilize vacation hours over 240 within two years of his accumulation of 240 hours, he or she may lose the right to accumulate additional hours until he or she has reduced the vacation balance to 240, unless said failure to use vacation hours was due to the Department's refusal to allow said use.

16.2 Vacation Allowance

Vacation shall vest upon the first day of employment. Thereafter, in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>
1 - 2 years	10 days
3 - 4 years	15 days
5-14 years	20 days
15 year on	25 days

Employee will have the option to sell back up to 80 hours total of unused vacation either in December or June annually.

16.3 Scheduling/Police Employees

The Supervisory employee shall request in writing his preferred dates of vacation at least six (6) months in advance to the Chief of Police or his designee Command Officer. The

times during the year at which time an employee may take his/her vacation shall be determined by the Chief of Police with the regards of the City. If the requirements of the City are such that an employee cannot take part or all of his/her vacation in a particular calendar year, such vacation shall be taken during the following calendar year or paid for at the discretion of the Chief of Police.

16.4 Pay Upon Termination

An employee shall be paid for any unused vacation time on the termination of his/her employment. The employee shall be paid at the rate of pay in effect at the time of his/her termination.

16.5 Accrual

Employees may accrue a maximum of 240 hours of vacation allowance. Employees will not receive any compensation for vacation hours in excess of 240 hours unless employee has requested and has been refused a vacation 30 days prior to exceeding 240 hours accumulated vacation. If the employee has been refused a vacation, he/she must schedule a vacation as soon as working conditions will allow.

16.6 Longevity Incentive

Employees shall be eligible for additional weeks of vacation based on longevity. The time shown shall be for one additional week in each of the mentioned years only:

10th yr = 1 week of vacation for that year
20th yr = 1 week of vacation for that year
25th yr = 1 week of vacation for that year
30th yr = 1 week of vacation for that year

16.7 Seniority

In the selection of vacation time, preference shall be given to senior employees where vacation requests of employees conflict.

SECTION 17. LEAVE PROVISIONS

17.1 Sick Leave

Sick leave accumulation shall commence the first day of employment at a rate of one day per month. The taking of sick leave shall commence upon the completion of one month of employment. Sick leave may be accumulated without limit. Sick leave shall be paid at time of retirement at 100 to a maximum of 1560 hours. Any additional hours will be credited toward retirement.

When absence is for more than three (3) working days, the employee shall file a physician's certificate or personal affidavit with the immediate supervisor stating the cause and reason for the absence. The City may request a physician's verification of illness before paying any sick leave.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year.

An employee shall be able to use sick leave with pay when illness of a member of the employee's immediate household necessitates such absence. Some verification of personal sick leave is required. If an employee is absent on paid sick leave and a holiday occurs during such absence, the employee shall receive holiday pay for such holiday and such pay shall not be charged against the employee's sick leave credit.

In the event an employee terminates employment with the City, fifty percent (50%) of unused sick leave shall be paid upon termination of employment.

The maximum accrual of sick leave for any employee will be 1560 hours, for purposes of cashing out only. An employee may accumulate sick leave hours in addition to 1560, for purposes of using said hours in the event of illness, but in no event will the City be responsible for cashing out an employee for hours in addition to 1560. Sick leave accumulated in excess of 1560 hours may be utilized for retirement credit. In the event that Workers' Compensation payments cover all or part of the period during which sick leave is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee.

17.2 Industrial Disability Leave

Any permanent employee of the City who has suffered any disability arising out of and in the course of employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled without a loss of compensation for the period of such disability to a maximum of sixty (60) days. Such disability leave with pay shall be renewable in sixty (60) day increments by the City Manager for a period of one (1) year, subject to examination confirmation of the continuing disability by a physician selected by the City every sixty (60) days.

During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefits received as a result of Workers' Compensation Insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive at any one time, and no Disability Leave may be used for the purposes specified under Subsection 16.1, Sick Leave, and no sick leave benefits may be used for the purposes specified under this Subsection 16.2, Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days of absence. Employees shall not accrue vacation credit after they have been on Industrial Disability Leave for a total of thirty (30) days in one (1) year, unless the disability is incurred pursuant to the employee's job performance.

17.3 Limited Duty

Upon the advice of his/her physician, an employee may request and may be granted transfer to less strenuous or hazardous duties within their classification which the employee is qualified to perform for a period not to exceed one (1) year for non-work related injuries or illnesses, or in the case of work related injuries or illnesses, for the full recovery or rehabilitation period.

17.4 Funeral Leave

Employee shall be allowed a leave of absence with full pay for up to 40 hours (5) work days due to the death of a member of employee's immediate family. For purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of the City Manager of his/her designee. Time off for funeral or bereavement leave must be taken within time of service of the immediate family member.

17.5 Leave of Absence

Upon written request a leave of absence without pay may be granted to any permanent employee for a period not to exceed six (6) months for the following reasons:

1. Illness or disability not covered by sick leave.
2. Education or training which will benefit the employee, but that which is not paid by the employer.
3. Personal reasons: In the event of unusual or special circumstances, a leave of absence may be extended (not to exceed a total of 12 months) if recommended by the Department Head and approved by the City Manager.

A request for leave of absence without pay shall be made in writing to the Department Head stating the reasons for such request. For leaves of absences in excess of five (5) days, the Department Head shall submit the request with their recommendation to the City Manager.

All accumulated leave time shall be exhausted prior to having been granted a leave of absence without pay. Any employee who does not return to work on the subsequent work day after the date of expiration, shall be considered terminated.

The employee, while on authorized leave of absence, will not be eligible for accruing vacation and /or holidays.

17.6 Maternity Leave

A pregnant employee holding a permanent position shall be entitled to a leave of absence for up to one hundred twenty (120) days. This leave shall commence upon

certification from the employee's attending physician that she is no longer capable of performing the duties of her position.

Upon the advice of her physician, the employee may request a temporary transfer to a less strenuous or hazardous position carrying the same or lower salary which she is qualified to perform. However, nothing herein shall result in the displacement or transfer of other employees in permanent positions or the performance of unnecessary work.

Where it is the opinion of the Department Head that the employee should be placed on leave sooner than prescribed by her physician due to her inability to effectively or safely perform the duties of her regular position or of one to which she has been, or could otherwise be, temporarily transferred, the employee may be required to undergo examination by a second physician. The cost of this examination shall be paid by the City and shall not be ordered without prior approval of the City Manager.

During the first six (6) weeks of any such leave, the employee shall be entitled to utilize accrued sick leave benefits on the same basis as other employees who are temporarily disabled due to a non-industrial illness or injury.

After the first six (6) weeks of such leave, the employee shall be entitled to utilize accrued vacation. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage. Upon expiration of the approved leave, the employee shall be reinstated to her former position. Prior to the employee being reinstated, the Department Head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, based upon medical factors, request that her leave be extended beyond one hundred twenty (120) days and shall submit a supporting statement from her physician. The Department Head, with the approval of the appointing authority, may extend the leave for up to an additional thirty (30) days.

17.7 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

17.8 State Disability Insurance

Employee shall pay full premium for State Disability Insurance.

SECTION 18. HEALTH AND WELFARE PLANS

18.1 Medical-Dental-Long Term Disability and Life Insurance

Effective February 1, 2006, for those employees known as the Livingston Police Officers Association, the City of Livingston will pay all premiums associated with the cost of providing dental, vision, long term disability and life insurance for full-time

employees and their eligible dependents.

Also effective February 1, 2006, the City of Livingston will assume full control over the benefit plans offered to the employees, including the selection and retention of any and all agencies involved in providing and maintaining medical, dental, vision, long term disability and life insurance benefits. The City agrees to continue to provide comparable or better benefit plans for the employees as long as the financial condition of the City is such that it can afford to cover the cost of providing the benefits.

All employees covered by this Agreement shall be covered by a \$100,000.00 life insurance plan with premiums to be paid by the City.

Effective July 1, 2015, the City of Livingston shall contribute the following amounts monthly toward the total premium for medical plans; the employee is responsible for the balance of the premium cost, if any.

City Monthly Contribution Cap:

	July 1, 2015		July 1, 2016	
	<u>PPO</u>	<u>EPO</u>	<u>PPO</u>	<u>EPO</u>
Employee Only	\$ 506.98	\$ 575.16	\$ 531.98	\$ 600.16
Employee + One	\$1013.96	\$1150.31	\$1063.96	\$1200.31
Family	\$1318.17	\$1495.41	\$1393.17	\$1570.41

	July 1, 2017		Jan. 1, 2018	
	<u>PPO</u>	<u>EPO</u>	<u>PPO</u>	<u>EPO</u>
Employee Only	\$ 556.98	\$ 625.16	\$ 581.98	\$ 650.16
Employee + One	\$1113.96	\$1250.31	\$1163.96	\$1300.31
Family	\$1468.17	\$1645.41	\$1543.17	\$1720.41

Bargaining unit members who opt out of participating in the group medical plans sponsored by the City, and who provide proof of their medical coverage in a group plan, will receive \$400 per month, or must be used in a deferred compensation plan of the employee's choice. Any Federal/State laws/policies/guidelines conflicting with this incentive program should supersede this section of the MOU and incentive may be subject to termination.

18.2 **Medical Examinations**

The City, at its option, may require a physical examination of each employee upon his/her entry into employment and of each employee at least once a year during the term of this agreement. Annual physical examinations shall be the same for all employees. Any expense in connection with the physical examination will be borne by the City. However, this is not to be considered as meaning that the City will pay for the treatment of any physical ailments which may be discovered by such examination. Examinations

must be conducted at a location chosen by the City.

18.3 Retirement – Classic Members

The City will pay the cost of the employees' 7% contribution to PERS. The 7% employee contribution made in behalf of the employee by the City will remain in the employee's account. The employee may remove the contribution made in his/her behalf by the City at such time as the employee terminates from PERS or retires. However, the portion of the employee's contribution made by the City in behalf of the employee will be taxable in the year they are removed from PERS. The City will notify each employee annually of the amount deposited in his or her behalf during the previous twelve (12) months.

The City of Livingston shall amend the City's contract with the Public Employees' Retirement System (PERS) to provide the following additional benefit as provided by Section 20042 of the Government Code:

The period for determining the average monthly pay rate when calculating retirement benefits will change from the 36 highest paid consecutive months to the 12 highest paid consecutive months. (Applicable only to members retiring or whose death occurs after the effective date of the contract amendment.)

Effective upon execution of this agreement Livingston Police Supervisory Unit, Classic members will pay one percent (1%) of the Employee contribution to PERS for a total of 5%.

Effective July 1, 2019; Livingston Police Supervisory Unit Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 6%.

Effective July 1, 2020; Livingston Police Supervisory Unit Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 7%.

Retirement: - New Members

All employees hired on or after January 1, 2013, who are considered "new members" under the Public Employees Pension Reform Act (PEPRA) will be provided a CalPERS benefit formula of 2% at 62 for Miscellaneous and 2% at 57 for Safety.

In addition, "new members" shall be subject to the contribution requirements in Section 7522.30(a) and (c) of the PEPRA. Accordingly, "new members" shall pay 50% of the normal costs of their pension benefit and the City shall not pay any of the required employee contribution for "new members."

18.4 Post Retirement Benefits

For all employees employed by the City as of July 1, 1989 only who retire from the City's

employment under the Public Employees' Retirement System currently in effect other than disability retirement, the City will continue to pay the premiums for health and dental care coverage in an amount equal to the amount paid if the employee was still employed by the City.

In disability cases, dependent medical and dental coverage will continue until death of the retired employee or until dependents no longer are qualified as dependents under the current medical and dental plan.

18.5 False Arrest Insurance/Police Supervisory Employees

The City will provide the Police Supervisory Employees with False Arrest Insurance in conjunction with the City's General Liability policies.

18.6 Long-Term Disability

City will provide each employee covered under this Memorandum of Understanding with Long-Term Disability coverage at the City's expense.

18.7 American with Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

Supervisory employees recognize that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Supervisory employees will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

Prior to disregarding any provisions of the Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide Supervisory employees with written notice of its intent to disregard the provision, and will allow Supervisory employees the opportunity to discuss options to disregarding the Agreement. However, as the City has a legal obligation to undertake required accommodations, such action shall not be subject to bargaining with the Supervisory employees.

SECTION 19. SAFETY

19.1 Observance of Safety Rules and Regulations/Public Service Employees

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

An employee may refuse a dangerous work assignment if one or all of the following conditions exist and he/she immediately notifies his/her supervisor of the condition(s):

1. He/she has a reasonable belief, based on what he/she knows at the time, that there is a real imminent danger of death or serious physical injury. If he/she has good reasons that other reasonable people would recognize, he/she may refuse the task even if it is later found that there was no imminent danger.
2. If he/she has asked his/her employer to eliminate the danger and the employer has failed to do so.
3. The danger is so imminent that it cannot be eliminated quickly enough through normal OSHA enforcement procedures.

19.2 Safety Equipment

Protective clothing or any type of protective device required in employee's work will be furnished to the employee by the City at no cost to the employee. All employees shall use City supplied safety equipment only for the purpose and use specified under applicable safety rules and regulations. All special Police equipment required for use by employees as determined by the Chief of Police will be furnished without charge. Each employee will be responsible for proper care of such equipment and will be required to replace such equipment in case of loss or negligent destruction of same.

The City agrees to purchase one (1) pair of Work Boots every two (2) years (\$200 value). Reimbursement will be made upon execution of this agreement. They will be worn as needed by the employees.

SECTION 20. DISCIPLINE AND DISCHARGE

See Section 9 of Personnel Rules and Regulations.

SECTION 21. GRIEVANCE PROCEDURE

See Section 10 of Personnel Rules and Regulations.

SECTION 22. MODIFICATION OF AGREEMENT

No changes in this Memorandum of Understanding or interpretations thereof will be recognized, unless agreed to by the City Manager and the Association unless a financial disaster results in a significant loss of revenue to the City which shall allow the City to open the contract unilaterally.

SECTION 23. NEW WORK

In the event the City introduces new work which the Association believes does not fall within any of the existing classifications, the City and the Association shall, upon written request, meet and confer with respect to the assignment or classification of such work.

SECTION 24. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the Association, resolutions and ordinances which are in conflict with this agreement.

SECTION 25. RESOLUTION OF IMPASSE

See Section 11.16 of Personnel Rules and Regulations.

SECTION 26. SEPARABILITY OF PROVISIONS

Should any section, clause or provision of the Memorandum of Understanding be declared illegal and unenforceable by a final judgment of a Court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer immediately concerning substitute provisions for the provisions rendered, or declared illegal.

SECTION 27 TERM OF MEMORANDUM

This Memorandum of Understanding, upon approval of the City Council, shall remain in effect for those employees employed in the classifications which comprise the Association Bargaining Unit for the period beginning July 1, 2021 and ending June 30, 2024. The City may unilaterally open this agreement in the event a financial disaster results in a significant loss of revenue to the city ninety (90) days prior to the termination of this Memorandum of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full force and be effective during the periods of negotiations and until Notice of Termination of this agreement is provided to the other party.

City of Livingston - Employer

Operating Engineers Local Union No. 3 of
The International Union of Operating
Engineers.

By: _____
Vanessa L. Portillo, Date
Interim City Manager

By: _____
Association Representative Date

For Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO

Darren Semore
Business Representative

Date

STAFF REPORT

AGENDA ITEM: Resolution accepting the Livingston Water System Improvements Project, State Project No. 2410004-003c as complete, authorizing the Deputy City Clerk to file a notice of completion with Merced County, and authorizing the Interim City Manager to make final payment of retention monies to Conco West, Inc.

MEETING DATE: December 7, 2021

PREPARED BY: Mario Gouveia, City Engineer

REVIEWED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION:

1. Accept the work as complete.
2. Authorize the Deputy City Clerk to record a Notice of Completion with Merced County.
3. Authorize the Interim City Manager to make final payment of retention monies to Conco-West, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

BACKGROUND:

The City of Livingston applied to the State Water board for financial assistance for the construction of a Water System Improvements Project. The City of Livingston and the State Water Board entered into a construction installment sale agreement. The State Water Board agreed to assist in providing financial assistance for eligible costs of the Project, and the City agreed to participate as a recipient of financial assistance from the State Water Board and its obligation to pay Installment Payments.

The City of Livingston advertised the Livingston Water System Improvements Project, State Project No. 2410004-003C on November 1, 2019. The City received four (4) bids and they were opened on December 17, 2019. Conco-West, Inc. submitted the lowest responsive and responsible bid and was awarded a contract for \$2,820,040.00 on January 21, 2020.

DISCUSSION:

The project's construction phase started on March 9, 2020 and the major work consisted of furnishing and installing waterline between Well No. 14 and Well No. 16, expanding the existing arsenic removal treatment facilities and constructing a new backwash tank, installing GAC filtration vessels and components for a centralized TCP treatment system, constructing chemical building expansion, and other site and miscellaneous work at Well No. 16.

The Contractor has completed all work within the time required in the Contract Documents and a final inspection has been performed and the work was found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete and a Notice of Completion filed with Merced County. If no claims are filed within 35 days after recordation, the retention in the amount of \$147,054.88 should be paid to Conco-West, Inc.

A summary of contract costs are as follows:

PROJECT COST SUMMARY

Original Contract Award	\$	2,820,040.00
Change Order No. 01 (Time extension only)	\$	0.00
Change Order No. 02	\$	5,845.00
Change Order No. 03	\$	13,480.00
Change Order No. 04	\$	10,118.85
Change Order No. 05	\$	13,047.26
Change Order No. 06 (Time extension only)	\$	0.00
Change Order No. 07	\$	17,265.73
Change Order No. 08	\$	14,224.56
Change Order No. 09	\$	27,319.76
Change Order No. 10	\$	9,062.69
Change Order No. 11	\$	3,136.19
Change Order No. 12	\$	15,997.56
Change Order No. 13 (Time extension only)	\$	0.00
Change Order No. 14 (Balancing Change Order)	\$	-8,440.00
Final Construction Cost	\$	2,941,097.60

FISCAL IMPACT:

Construction of the project has been covered by a State Water Resources Control Board Construction Installment Sale Agreement. The City will use TCP settlement funds to pay back the low interest loan.

ATTACHMENTS:

1. Resolution
2. Notice of Completion

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
ACCEPTING THE LIVINGSTON WATER SYSTEM IMPROVEMENTS PROJECT, STATE
PROJECT NO. 2410004-003C AS COMPLETE, AUTHORIZING THE DEPUTY CITY CLERK
TO RECORD A NOTICE OF COMPLETION WITH MERCED COUNTY AND AUTHORIZING
THE INTERIM CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO
CONCO-WEST, INC.**

WHEREAS, the City advertised the Project on November 01, 2019; and

WHEREAS, the City received and the Deputy City Clerk publicly opened bids on December 17, 2019; and

WHEREAS, the City Council awarded a contract to Conco-West, Inc., in the amount of \$2,820,040.00, on January 21, 2020; and

WHEREAS, the Public Works Department and City Engineer have completed a final inspection of the Project and recommend final acceptance; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the Deputy City Clerk will record a Notice of Completion with Merced County and the Interim City Manager will release the retention monies due the Contractor 35 days after the recording date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livingston hereby:

1. Adopts a Resolution accepting the Livingston Water System Improvements Project, State Project No. 2410004-003C as complete.
2. Authorizes the Deputy City Clerk to record a Notice of Completion with Merced County.
3. Authorizes the Interim City Manager to make final payment of retention monies to Conco-West, Inc. 35 days after the recording date.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Juan Aguilar, Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Livingston this 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

RECORDING REQUESTED BY:

City Clerk
City of Livingston

WHEN RECORDED RETURN TO:

City of Livingston
1416 "C" Street
Livingston, CA 95334

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Livingston	1416 "C" Street	Livingston	California

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**
4. That on the 12th day of October, 2021 a work of improvement on the real property hereinafter described was completed.
5. That the name of the original contractor, if any for such work of improvement was:

Conco-West, Inc.
(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Livingston, County of Merced, State of California, and is described as follows:

The project consisted of furnishing and installing waterline between Well No. 14 and Well No. 16, expanding the existing arsenic removal treatment facilities and constructing a new backwash tank, installing Owner-furnished GAC filtration vessels and components for a centralized TCP treatment system, constructing a chemical building expansion, refurbishing an existing well pump and other site and miscellaneous work at Well No. 16 in the City of Livingston.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

December 7, 2021
Date

By: _____
Signature of Owner

Vanessa Portillo
Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Livingston, California
This 7th day of December, 2021.

City of Livingston
Owner

By: _____
Vanessa Portillo

STAFF REPORT

AGENDA ITEM: Resolution Approving the City Manager or Designee to Execute a Renewal of the Copier Lease Agreement with the Ray Morgan Company for the Livingston Police Department

MEETING DATE: December 7, 2021

PREPARED BY: Chuck Hale, Interim Chief of Police

REVIEWED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION:

That the City Council approve a resolution to renew the copier lease agreement with the Ray Morgan Company.

BACKGROUND:

The current lease agreement is coming up for renewal and with a renewal the police department would receive a new and up to date copy machine.

DISCUSSION:

The police department is currently in a lease agreement with Ray Morgan Company and as the end of the lease approaches the police department would like to renew the lease for the same term of 60 months. The renewal would provide a brand new copier and would also provide a savings on overage costs for both black/white and color copies. Based on the current numbers the City would be saving \$124.00 per month in overage costs and lease payment.

FISCAL IMPACT:

There would be no fiscal impact as the current lease payment is already budgeted for and the new monthly payment would be less than the current payment.

ATTACHMENTS:

1. Resolution
2. Ray Morgan Cost Comparison

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A RENEWAL OF
THE COPIER LEASE AGREEMENT WITH THE RAY MORGAN COMPANY FOR THE
LIVINGSTON POLICE DEPARTMENT**

WHEREAS, the City of Livingston will renew a lease agreement with the Ray Morgan Company in December 2021;

WHEREAS, The Ray Morgan Company will replace existing copy machine; and

WHEREAS, The Ray Morgan Company will ensure complete installation of the new machine; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livingston, State of California that:

1. The proposal of the copier lease renewal with the Ray Morgan Company, is hereby accepted:
2. The City Manager or designee is hereby authorized and directed to execute an agreement in the form presented herewith for and on behalf of the City.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Juan Aguilar, Jr., 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 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

Customer Name: Livingston Police Department


Attn: Deanna Soria

Prepared By: Joseph Grace

Pricing good thru: 10/31/2021



Equipment	Details	Location	B/W Images Inc	B/W Overage rate	Color Inc	Color Rate	Lease Payment (60M FMV)	Total Monthly
Canon imageRUNNER C5535i	35PPM Color & B/W Scan B/W & Color	Main Office	3,000	0.019239	300	0.113686	\$310.62	\$402.45
Copy/Print/Scan	Max Capacity 1200 Sheets		Actual B/W Volume		Color Volume		Contract MA	
2 Trays & Bypass	11" x 17"		1,964		1444		\$91.83	
1200x1200 dpi			B/W Overage	B/W Overage Cost	Color Overage	Color Cost	Total Overage Cost	
External Finisher w/ 3 hole punch			0	\$0.00	1144	\$130.06	\$130.06	
Connectivity							True Spend	\$532.51

Equipment	Details	Location	B/W Images Inc	B/W Overage rate	Color Inc	Color Rate	Lease Payment (60M FMV)	Total Monthly
Canon imageRUNNER DX C3835i	35PPM Color & B/W Scan B/W & Color	Main Office	2,200	0.009	1000	0.07	\$300.91	\$402.45
Copy/Print/Scan	Max Capacity 1200 sheets		Actual B/W Volume		Color Volume		Contract MA	
2 Trays & Bypass	11" x 17"		1,964		1444		\$76.44	
Inner Finisher			B/W Overage	B/W Overage Cost	Color Overage	Color Cost	Total Overage Cost	
Connectivity			0	\$0.00	444	\$31.08	\$31.08	
Training							True Spend	\$408.43
							Difference:	-\$124.08

STAFF REPORT

AGENDA ITEM: Resolution Authorizing the City Manager or Designee to Execute an Agreement with Johnson Controls Fire Protection to Replace the Fire Alarm Control Unit (FACU) at the Livingston Police Department

MEETING DATE: December 7, 2021

PREPARED BY: Chuck Hale, Interim Chief of Police

REVIEWED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION:

That the City Council approve a resolution to replace and purchase a new fire alarm control unit (FACU) for the police department.

BACKGROUND:

The Simplex 4004 Fire Alarm Control Unit (FACU) currently at the Livingston Police Department is now obsolete. This FACU is now on a list of Simplex Legacy End of Life units. The solution for the antiquated FACU is to transition the FACU to a Simplex ES series control unit.

DISCUSSION:

In recent months the fire alarm panel currently located at the police department has failed, in that it has reported issues where there were none, usually in the middle of the night or on weekends. The alarm has sounded inside of the dispatch center and our fire suppression company, Johnson Controls Fire Protection, has had to come out to determine the nature of the failure. No urgent situation was found but the company determined that the panel, which was installed when the building was constructed in 1999, has become obsolete and they have been unable to actually complete any necessary repairs. Rewiring of the panel was completed to ensure that the same alarm would not continue to sound off.

Johnson Controls Fire Protection has presented the police department with an upgrade solution migration from the obsolete system, Simplex 4004, to a new system, Simplex 4007ES. The proposal consists of removing the old system and installing a new FACU which will connect directly to the existing field devices for the current fire alarm system.

FISCAL IMPACT:

The proposal consists of the included equipment, material, labor and supervision at regular time for a total estimated cost of \$21,097.77.

Pricing \$20,860.14

Tax (est) \$ 237.63

ATTACHMENTS:

1. Resolution
2. Johnson Controls Quote and Scope of Work

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN
AGREEMENT WITH JOHNSON CONTROLS FIRE PROTECTION TO REPLACE THE
FIRE ALARM CONTROL UNIT (FACU) AT THE LIVINGSTON POLICE DEPARTMENT**

WHEREAS, the City of Livingston will initiate a contract with Johnson Controls in December 2021;

WHEREAS, Johnson Controls will replace existing fire alarm control unit; and

WHEREAS, Johnson Controls will ensure installation complies with all State and Local laws; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livingston, State of California that:

1. The proposal of \$21,097.77 for the replacement of fire alarm control unit, is hereby accepted:
2. The City Manager or designee is hereby authorized and directed to execute an agreement in the form presented herewith for and on behalf of the City.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Juan Aguilar, Jr., 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 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston





Johnson Controls Fire Protection LP
2788 North Larkin Avenue, Suite 101
Fresno , CA 93727
559-248-6437

Johnson Controls Fire Protection LP Quotation

To:
Livingston Police Department
1446 C St
LIVINGSTON, CA

Project: Livingston Police Dept. FACP Upgrade - CPQ-135554
Johnson Controls Reference: 650135554
Proposal #: 1
Date: 10/20/2021
Page: 2 of 11

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Livingston Police Department Fire Alarm Control Unit Upgrade

October 26, 2021

Attention:

Deanna Soria

Administrative Services Manager

Livingston Police Department

1446 C Street, Livingston, CA 95334

Direct (209) 394-7916 | Fax (209) 394-1153 | dsoria@livingstonPD.org

Project Site: Livingston Police Department 1446 C Street

Subject: Simplex Fire Alarm Control Unit Upgrade

The Simplex 4004 Fire Alarm Control Unit (FACU) currently at the Livingston Police Department is now obsolete. This FACU is now on a list of Simplex Legacy End of Life units. The solution for this antiquated FACU is to transition the FACU to a Simplex ES series control unit.

Scope Summary:

Johnson Controls Fire Protection is pleased to present to Livingston Police Department an upgrade solution migration from the obsolete Simplex 4004 to a Simplex 4007ES. This upgrade will consist of removing and installing a New Simplex ES series fire alarm control unit. The new FACU will connect directly the existing field devices for the current fire alarm system.

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Detailed Scope:

- Demo and remove the existing fire alarm system
- Label existing fire alarm cabling
- Install a new Simplex 4007ES Fire Alarm Control Unit
- Terminate all fire alarm cabling to new FACU
- Fire watch to be provided by others (please be advised the fire system inoperable during demo and installation start up, plan for fire watch accordingly)
- Permit and submittal
- Design labor
- Cad labor
- Fire alarm shop drawings
- Installation labor
- Startup and pretest
- Final acceptance test with local AHJ

Warranty:

- One year parts and labor included all equipment installed in the above scope of work

Exclusions:

- Any additional devices not included in the proposal
- Upgrade of any initiating or notification devices for the fire alarm system
- Fire alarm monitoring, should fire alarm monitoring be from another vendor, account number and passwords/ codes shall be provided before installation
- Installation of any conduit, raceway, or standard electrical boxes
- Retro fitting new fire alarm panel from the existing panel
- Carpentry work for FACU retro fit
- Painting and patch work from existing fire alarm panel demo and installation
- Fire watch not included (*please be advised the fire system inoperable during demo and installation start up, plan for fire watch accordingly*)
- Pre-existing conditions on the fire alarm system
- Pre-existing conditions on any fire alarm initiating or notification devices
- After normal business hour work
- Attic access (where attic access will be needed customer is responsible for providing entrée. Example: ceiling hatches if needed)
- Labor and material not specified above
- Provide any communication wire, main voltage, and any tie in connection points to the fire system



Johnson Controls Fire Protection LP
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Fresno , CA 93727
559-248-6437

- Overtime/after hour labor
- Code upgrades due to existing ductwork, equipment, or authority having jurisdiction (AHJ) requirement
- Code upgrade per local, state, AHJ, or other regulatory agencies
- Power wiring or electrical panel modification beyond scope of work
- Repair or warranty of pre-existing equipment or conditions
- AHJ requirement for testing times beyond the time given for final

Installation Estimated Schedule:

- Fire alarm design and development, 10 calendar days
- AHJ plan review, 45 calendar days (up to 45 due Covid 19 furloughs)
- Equipment and materials procurement, 20 calendar days
- Installation and startup, 7 calendar days
- Fire system final with AHJ, 1 calendar days

Total Price:

Johnson Controls Fire Protection price to provide the above work including equipment, material, labor and supervision on regular time will be **\$21,097.77(twenty one thousand ninety-seven dollars and seventy-seven cents)**

Pricing:	\$20,860.14
Tax (est):	\$ 237.63
Total (est):	\$21,097.77

Progress Payments: Monthly progress payments, based upon percent of work completed as defined by the Project Schedule Payment by the Customer with respect to each invoice shall be done within thirty (30) days of Customer's receipt of such invoice.

Delays, Costs and Extensions of Time

Johnson Controls Fire Protection time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision,

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including without limitation, expedited shipping, and hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Pricing

We at Johnson Controls Fire Protection work hard to keep our costs low by continuously improving our production efficiency and by working with our material suppliers. This, in turn, allows us to stay competitive in local markets. However, our industry is currently facing a host of inflationary headwinds such as increased raw material costs, labor costs, tariffs, and freight charges. Please be aware that price increase for installation material and parts may change without notice.

It is Johnson Controls Fire Protection understanding that the specifications represent the work to be accomplished in its entirety and no additional work or materials is expected or required. This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

All work is to be performed during normal Johnson Controls Fire Protection hours of 8AM to 5PM Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise. We reserve the right to correct this quote for errors and omissions.

As stated above, Johnson Controls Fire Protection will perform the work pursuant to the attached Terms and Conditions. Should the parties fail to execute a mutually agreeable definitive agreement, all work performed by Johnson Controls Fire Protection on or related to the above captioned project (with the exception of any monitoring services anticipated, which will only be performed pursuant to the unaltered terms and conditions of Johnson Controls' standard Monitoring Agreement) will be performed pursuant to the attached Terms and Conditions.

California State Fire Marshal Information Bulletin: Fire Alarm Control Unit Replacement in Existing Buildings
No fire alarm system will sustain itself over the full life expectancy of a building. Eventually the fire alarm control panel or system in that building will need to be replaced. In an existing building, the replacement of fire alarm control unit due to obsolescence, catastrophic failure, voluntary or the addition of ADA required notification appliances is not intended to retroactively require a complete fire alarm system upgrade or compliance with current code requirements not in place at the time when the fire alarm system was originally installed.

The replacement of a fire alarm control unit, necessary to support construction improvements within a portion of a building, shall also not retroactively require a complete fire alarm system upgrade.

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559-248-6437

Where the existing fire alarm control unit is replaced with a fire alarm control unit of a different manufacturer or utilizing devices of a different technology, the existing initiating devices and conductors may be replaced on a one-for-one basis in the existing locations, provided those devices had been installed in accordance with their listings and location(s) at time of installation, for compatibility with the new fire alarm control unit.

Minor expansion to the fire alarm system such as the addition of circuits or modules to monitor existing supervisory conditions (existing system that utilize a trouble signal only to monitor the supervisory conditions), addition of an initiation device circuit or circuits, (where typically accomplished by installing a zone card in an unused slot, or adding a zone circuit board to the control unit), fire sprinkler control valve monitoring or the installation of a smoke detector at the fire alarm control unit location, etc., shall not retroactively require a complete fire alarm system upgrade.

Limitations

Quotation is valid for a period of 30 days only unless modified in writing by Johnson Controls Fire Protection.

Please indicate your approval of this quotation by signing the last page and returning to my attention as noted below.

Sincerely,

Joseph Ochoa

Life Safety Service Rep I, Electronics

Joseph.ochoa@jci.com

Cell: (559) 248-6437

License # 986047 C10 C16

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Livingston Police Dept. FACP Upgrade - CPQ-135554
Johnson Controls Reference: 650135554
Proposal #: 1
Date: 10/20/2021
Page: 7 of 11

Total net selling price, FOB shipping point, \$20,860.14

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

TERMS AND CONDITIONS (Rev. 6/21)

1. Payment. All payments are due net thirty (30) days from the date of invoice. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and

that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be

submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with

schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States, (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

15. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

16. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

17. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

18. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this

Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

20. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

21. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

24. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

25. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

26. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage;

draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Customer's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

30. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

31. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against

Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

37. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation

applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. Company as Processor: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

<p>Offered By: Johnson Controls Fire Protection LP 2788 North Larkin Avenue, Suite 101 Fresno , CA 93727 Telephone: 559-248-6437 Representative: _____ Email: joseph.ochoa@jci.com</p>	<p>Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____</p>
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STAFF REPORT

AGENDA ITEM: Adopt a Resolution Approving the Second Amendment to the Dispatch Services Contract Between the City of Livingston and the City of Gustine

MEETING DATE: December 7, 2021

PREPARED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving the Second Amendment to the City of Livingston Dispatch Services Contract with the City of Gustine and authorize the Interim City Manager to sign related agreement.

BACKGROUND/DISCUSSION

The City of Livingston is the provider of law enforcement dispatch services to the City of Gustine through a contract established on April 2012. The term of the contract extends through June 2027. Both Cities agreed to conduct a review of the terms of the contract every 5-years to ensure costs and services are satisfactory for both Cities.

Staff has conducted a review of the services provided through the contract. City of Livingston and Gustine, both, feel the existing agreement has worked well and service levels meet the needs and standards for the City of Gustine. In addition, staff has negotiated an annual increase of 3% per year through the balance of the contract.

It is an understanding from both the City of Livingston and the City of Gustine that should inflation get above 10%, contract negotiations may reopen. This amount is based on the average CPI for the last few years.

FISCAL IMPACT

The contract generates revenue of approximately \$100 thousand annually which is incorporated in the City's annual budget. The 3% revenue increase will be reflected in the FY2022/23 Budget projections.

ATTACHMENTS

1. Resolution of the City Council of the City of Livingston Approving the Second Amendment to the Dispatch Services Contract Between the City of Livingston and the City of Gustine and Authorize the Interim City Manager to Execute the Agreement
2. Dispatch Services Agreement

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING THE SECOND AMENDMENT TO THE DISPATCH SERVICES
CONTRACT BETWEEN THE CITY OF LIVINGSTON AND THE CITY OF GUSTINE
AND AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Livingston is the provider of law enforcement dispatch services to the City of Gustine through a contract established on April 2012; and

WHEREAS, the term of the contract extends through June 2027; and

WHEREAS, the parties now desire to amend the agreement to include a 3% increase starting on July 1, 2022 and through the term of the contract; and

WHEREAS, The Finance Department will include projected revenues in the Fiscal Year 2022/23 Budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVINGSTON, THAT:

1. The above recitals are true and correct.
2. The Interim City Manager of the City of Livingston is authorized to execute the agreement.
3. This resolution is effective immediately upon adoption.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Juan Aguilar Jr., 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 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

SECOND AMENDMENT TO THE AGREEMENT FOR DISPATCH SERVICES BETWEEN THE CITY OF GUSTINE AND THE CITY OF LIVINGSTON

The Second Amendment ("Amendment") to the Agreement for Dispatch Services between the CITY OF GUSTINE ("Gustine") and the CITY OF LIVINGSTON ("Livingston") dated as of April 30, 2012 (the "Agreement"), is entered into this ____day of November, 2021, with reference to the following facts:

WHEREAS, the parties entered into the Agreement for LIVINGSTON to provide law enforcement services to GUSTINE for a term of five (5) years and payment therefore; and

WHEREAS, the parties now desire to amend the Agreement to extend the Agreement term, set forth payment terms for the extended term, and make such other changes as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. SECTION 3: PAYMENT OF SERVICES RENDERED

The intent of this section of the Agreement is to establish method of payment by GUSTINE to LIVINGSTON for providing public safety dispatching services as set forth in this Agreement. Payment is established by this Agreement and paid by GUSTINE to LIVINGSTON. The payment is subject to periodic cost adjustments as set forth in the following table:

Year	Time Period	% Increase	Annual Fee
Year 1	July 1, 2012 to June 30, 2013	N/A	\$56,360.00
Year 2	July 1, 2013 to June 30, 2014	5%	\$59,178.00
Year 3	July 1, 2014 to June 30, 2015	5%	\$62,136.90
Year 4	July 1, 2015 to June 30, 2016	5%	\$65,243.74
Year 5	July 1, 2016 to June 30, 2017	10%	\$75,356.00
Year 6	July 1, 2017 to June 30, 2018	7%	\$80,630.00
Year 7	July 1, 2018 to June 30, 2019	7%	\$86,275.00
Year 8	July 1, 2019 to June 30, 2020	7%	\$92,314.00
Year 9	July 1, 2020 to June 30, 2021	7%	\$98,776.00
Year 10	July 1, 2021 to June 30, 2022	7%	\$105,690.00
Year 11	July 1, 2022 to June 30, 2023	3%	\$108,860.70
Year 12	July 1, 2023 to June 30, 2024	3%	\$112,126.52
Year 13	July 1, 2024 to June 30, 2025	3%	\$115,490.32
Year 14	July 1, 2025 to June 30, 2026	3%	\$118,955.03
Year 15	July 1, 2026 to June 30, 2027	3%	\$122,523.68

A. TERMS:

1. GUSTINE shall pay an annual fee for services described in this Agreement to the City of LIVINGSTON. The annual fee shall be paid in quarterly payments commencing on July 1st of each year and every three months thereafter. A late fee of 1.5% per annum may be assessed for any quarterly payment not received within thirty (30) days of an invoice from LIVINGSTON for such payment.

Should the percentage of calls increase or decrease by more than 10% over the previous year, City representatives from GUSTINE and LIVINGSTON will review the call data and determine if an adjustment in the annual fee is necessary in order to equitably allocate the cost incurred by LIVINGSTON. Such adjustment, if agreed to by the parties, shall be documented in an amendment to the Agreement.

2. **SECTION 7: TERM**

Unless earlier terminated pursuant to the terms of this Agreement, LIVINGSTON shall furnish the agreed upon services as set forth above for a period of fifteen (15) years, commencing on July 1, 2012 and expiring on June 30, 2027.

3. **SECTION 10: NOTICES**

All notices, demands, requests, consents, approvals, waivers, or communications ("Notices") that either party desires to give to the other party or any other person shall be in writing and either personally served or sent by prepaid postage, first class mail. Notice shall be deemed given on the date of personal delivery or two days following deposit in the U.S. Mail. Notices shall be addressed as appears below for each party except if either party gives notice of a change of name or address, notices to give of the change of address shall thereafter be given at the new address.

Notice to LIVINGSTON:

City of Livingston
Attn: City Manager
1416 "C" Street
Livingston, CA 95334

Notice to GUSTINE:

City of Gustine
Attn: City Manager
352 Fifth Street

Gustine, CA 95322

4. SECTION 26: CHANGE IN LAW

Notwithstanding any other term of this Agreement, if a Change in Law results in a significant increase in work load and impacts the circumstances under which LIVINGSTON provides services under this Agreement, including LIVINGSTON'S cost or ability to provide the services, LIVINGSTON shall notify GUSTINE of the need to negotiate an amendment to preserve the original intentions, economic and other terms of this Agreement. If the parties are unable to agree on such an amendment after ten (10) days, either party may terminate this Agreement, effective upon sixty (60) days' written notice to the other party. Such termination will be subject to the terms of Section 8(D) (Payment upon Termination).

"Change in Law" means (i) the enactment or effective date of any new law, rule, regulation or guideline directly affecting public safety dispatching services by the federal or any state or local government (excepting LIVINGSTON) after the date hereof even if the date of effectiveness is prospective, or (ii) any judicial or administrative order or decree involving either party that directly affects public safety dispatching services, occurring after the date hereof. Change in Law shall include, but not be limited to, the effective date of requirements of AB 953 (Weber, 2015) as applicable to the parties.

5. Except as specifically modified herein, no other provision in the Agreement is intended to be modified, and the Agreement, as amended, shall remain in full force and effect in its entirety.
6. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together constitute one amendment to the Agreement.
7. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory acts.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Amendment as of the date last signed by a party hereto.

CITY OF LIVINGSTON

Signature: _____

Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF GUSTINE

Signature: _____

Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

STAFF REPORT

AGENDA ITEM: Public Hearing – Site Plan and Design Review 2021-02 to construct three new housing units on two adjacent lots at 835 6th Street; APN#: 024-183-008 and 024-183-009.

MEETING DATE: December 7, 2021

PREPARED BY: John B. Anderson, Contract City Planner

REVIEWED BY: Vanessa Portillo, Interim City Manager

RECOMMENDATION:

Adopt Resolution 2021-___, approving Site Plan / Design Review 2021-02 for the construction of three new housing units on two adjacent lots at 835 6th Street; APN#: 024-183-008 and 024-183-009.

BACKGROUND AND DISCUSSION:

The applicants and owners, Raj and Gurvinder Saini, are requesting Site Plan and Design Review approval to construct three new housing units on two lots at 835 6th Street. The existing home is in the center of the property and is built over the existing property line separating the two lots (see the Site Plan). A Lot Line Adjustment has been granted by the Planning Commission at their 9/28/21 meeting that will re-draw the lot line such that a minimum 5 ft. setback for the existing home (1780 sq. ft.) is established. Further, the resulting two lots will meet the minimum 50 ft. lot width requirement for the 20 foot front yard setback complying with development standards applicable in this older area of Livingston. The Proposal will remove the existing garage, as it now would be on a separate lot. In its place will be constructed a 3 bedroom – two bath detached home 1247 sq. ft. in size. While the existing home will lose its garage it will still have a two car off-street driveway. In the back (east) of both the existing home and the new home are proposed smaller (662 sq. ft. each) two bedroom – 1 bathroom detached homes. Each of these smaller homes will get their access and have a two-car driveway off of the alley. Since each larger home facing 6th Street has a smaller home facing the alley on the same lot, they are allowed as a type of duplex by the R-2 Zone.

The existing home and the three new homes are all single story. The exterior of the new homes will be stucco in a sage gray color with an accent color of medium brown trim around the windows, gutter, and foam banding at about the 2 ½ to 3 foot line on the front elevation. The roof will be a dark charcoal asphalt tile. The site plan shows that the larger new home facing 6th Street will have a two car garage and a two car driveway. The two smaller units off the alley do not have covered parking but they each have two off-street parking spaces as does the existing home. These off-street parking spaces meet the Code requirement for parking.

ENVIRONMENTAL REVIEW:

The adjustment of the property lot lines and construction of these three new units are a "Project" subject to review under the California Environmental Quality Act (CEQA). The reconfiguration of the lot lines qualified for a Categorical Exemption under Class 15, since no more than four lots

are involved. Further, this Project of constructing three new housing units qualifies for a Categorical Exemption under Class 32 "infill development". This Exemption applies to Projects within the City Limits consistent with the General Plan and Zoning Ordinance, provided by all utilities and City services, no more than 5 acres in size on land with no value as habitat for endangered, rare, or threatened species. The site is within a developed urban location and complies with all of the above listed conditions to qualify for this categorical exemption. This development would also have no significant effects relating to traffic, noise, air, or water quality.

ANALYSIS:

The property is zoned R-2 and, as such, the Municipal Code requires all new construction to undergo Site Plan and Design Review first before the Planning Commission for recommendation and then before the City Council for approval. Correcting the lot line configuration by the Lot Line Adjustment is normally an administrative action approved by the Minor Subdivision Review Committee. However in an effort to be more efficient and simplify the number of meetings, staff brought this Lot Line Adjustment to the Planning Commission as part of a combined action. Staff is also of the opinion that adding the rear smaller home to each lot brings the property into compliance with the General Plan and the area's zoning which specifies that two units can be developed on each lot. Given the City's strong need for more rental units, staff is very supportive of this request.

A Site Plan and Design Review is to allow the City to evaluate the new development to assure compatibility, harmony in appearance with the neighborhood, reduction of any negative impacts, and orderly development of the area. Staff is of the opinion that the design, height, materials, and development intensity is consistent with the surrounding neighborhood. The proposal meets the Zoning Standards with respect to setbacks, height, lot coverage and off-street parking. As noted above, the size, construction style and type, elevations, and colors are all consistent with the existing buildings in the neighborhood.

Staff referred this proposal to various departments and agencies for comment and possible conditions for approval. The City Engineer responded with a memo dated August 31, 2021, with 3 recommended Conditions of Approval for the Lot Line Adjustment and 22 recommended Conditions of Approval for the Site Plan and Design Review. That memo is included in the attached Resolution of Approval as Conditions. The vast majority of these Engineering Conditions are standard Conditions required by City and State rules and regulations. Of note is the Condition requiring pavement of the alley. Also required by the City consistent with all other new development are Conditions requiring payment of applicable development impact fees and annexation into the City's consolidated Community. Using grant funding, the City is currently in the process of improving streets in the immediate area and as part of that process the alley will be paved freeing the Project proponents from this Condition.

PLANNING COMMISSION ACTIONS AND RECOMMENDATION:

The Planning Commission held a noticed Public Hearing on this request for a lot Line Adjustment and Site Plan and Design Review on September 28, 2021. The Owner /Applicant's representative appeared at the Hearing and presented their request and answered questions from the Commission. A neighbor commented that she wanted the Project to build their own privacy side fence and not to share the side fence. The owner / applicant agreed and this was included as a Condition of Approval. No other comments or concerns were expressed. The Commission then voted 4 - 0 to: approve the Lot Line Adjustment; and recommend approval to the City Council of the Site Plan / Design Review for the Project.

FISCAL IMPACT:

The Project would increase property taxes and assessments to the City and help fund City services via the CFD annual fees. Just as importantly, the Project would address the City's housing needs and demonstrate progress under the policies of the Livingston Housing Element.

RECOMMENDATION:

Staff and the Planning Commission recommend approval by the City Council of Site Plan and Design Review 2021-02 based on the Findings and Conditions of Approval contained in the attached resolutions.

ATTACHMENTS:

1. Site Plan and Design Review Resolution 2021-____
Exhibit "A", Conditions of Approval
Exhibit "B", 8/31/21 Memo from City Engineer Mario Gouveia
2. Assessors Map Book and Zoning Map
3. Site Plan, Elevations and Floor Plan
4. Color Samples for Exterior Stucco and Exterior Trim
5. Letter from Resident Rafael Dominguez Fuentes

RESOLUTION 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING SITE PLAN AND DESIGN REVIEW 2021-02 FOR THREE NEW RESIDENTIAL
UNITS AT**

**835 6TH STREET, LIVINGSTON, CA
(APN 024-183-008, APN 024-183-009)**

WHEREAS, pursuant to Livingston Municipal Code ("LMC") Section 5-6-7, Raji and Gurvinder Saini, owners and applicants, have submitted Site Plan and Design Review 2021-02 for three new residential units at 835 6th Street, Livingston, CA (Assessor Parcel Number 024-183-008 and 024-183-009); and

WHEREAS, the site is zoned R-2 (Medium Density Residential), and has a General Plan designation of Medium Density Residential according to the official Zoning Map of the City of Livingston and the 1999 Livingston General Plan; and

WHEREAS, LMC Section 5-6-7 requires the approval of a Site Plan and Design Review for new structures within the R-2 zoning district to assure compatibility, harmony in appearance in neighborhoods, reduction of negative impacts of nonaesthetic development, and orderly development of the community; and

WHEREAS, a public hearing for the proposed project has been properly noticed by posting, a newspaper ad, and a mailing to adjacent properties within 300 feet of the site; and

WHEREAS, the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15332 In-Fill Development Projects and a Notice of Exemption will be filed with the Merced County Clerk within five (5) days of project approval; and

WHEREAS, staff has reviewed the project with reference to the 1999 General Plan and the Zoning Ordinance (specifically Sections 5-6-7 "C" thru "E"); and finds that, based on the evidence documented within the associated staff report and proceedings of the public hearings, the proposed use, its site plan and design, is generally consistent with the General Plan, is permitted and complies with the Zoning Ordinance in that the site plan and design meets the zoning standard and requirements (including those specifically referenced above); and

WHEREAS, the City Planning Commission has reviewed this project and recommends the City Council approve the proposed three new residential units.

NOW, THEREFORE, BE IT RESOLVED that the Livingston City Council hereby adopts Resolution 2021-____, approving the Site Plan and Design of the subject new development.

BE IT FURTHER RESOLVED that the Conditions of Approval within City Council Resolution 2021-____, Exhibit A, are hereby approved.

Passed and adopted this 7th day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Juan Aguilar, Jr., 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 7th day of December, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

Exhibit A
Conditions of Approval

1. The Developer shall comply with all federal, state and local laws, policies, standards and requirements applicable to such a use and obtain a building permit and all other permits applicable to such a use and shall pay all fees and exactions applicable to such a use; and
2. The Developer shall include residential sprinklers in the development consistent with the requirements of the Merced County Fire Department and shall comply with other Fire Department requirements and standards; and
3. The Developer shall comply with the 22 Conditions of the City Engineer as listed in the Memo dated August 31, 2021, attached hereto and made a part of this Resolution; and
4. The Developer shall indemnify, defend and hold harmless the City and its officials, officers, employees, agents, and consultants from any and all legal or administrative actions or other proceedings challenging this approval or any subsequent approval associated with this project; and
5. The development of the site shall be consistent with approved plans, elevations, and colors. Minor variations from approved plans, elevations, and colors may be allowed at the review and approval of City staff; and
6. All exterior lighting fixtures shall be directed to areas on the subject property itself and shall avoid shining toward adjacent residential properties; and
7. The Developer and/or operator shall keep the site free from trash and debris and shall maintain the premises in a clean and orderly manner during construction; and
8. No parking in the alley is allowed.
9. The Developer shall annex this Project into the Community Facilities District CFD# 2017-1 prior to the issuance of the Certificate of Occupancy, including the payment of administrative costs associated with the annexation; and
10. If storm water runoff from the site is to be discharged into an MID facility, the Owner would be required to enter into a Storm Drainage Agreement with MID, paying all applicable fees.
11. The developer shall install a 6 foot high wood privacy fence next to the existing privacy fence between subject property and the property at 823 6th Street.

MEMORANDUM

TO: Randy Hatch, Contract City Planner

FROM: Mario B. Gouveia, City Engineer

SUBJECT: Engineering Response to Project Referral for Gurvinder and Raj Saini LLA 2021-01 and SPDR 2021-02 for 835 6th Street, Livingston CA

DATE: August 31, 2021

CC: Vanessa Portillo, Interim City Manager

The following are Engineering's comments and/or Conditions of Approval for the proposed Lot Line Adjustment 2021-01 and Site Plan Design Review 2021-02 for 835 6th Street in the City of Livingston.

LLA 2021-01

1. The lot line adjustment shall comply with all applicable requirements in the Subdivision Ordinance of the City of Livingston.
2. Applicant shall provide all required documents as determined by the City of Livingston and City Surveyor for review and approval of the lot line adjustment application and recording thereof.
3. Lot line adjustment documents shall be prepared under the direct supervision of, and stamped and signed by a California licensed surveyor.

SPDR 2021-02

1. The developer/applicant shall prepare improvement plans (separate from the building plans) for all applicable site development including, but not limited to, demolition, site grading and drainage, utilities, parking lot, striping and signage, landscape, and offsite (street frontage) improvements.
2. Public improvements shall conform to the latest edition of the City Improvement Standards and Specifications and any modifications thereto approved by the City Engineer in place at the time of construction. Improvements shall conform to other City adopted documents including the General Plan, Water Master Plan, Sewer Master Plan and Storm Water Master Plan. The work shall comply with all applicable State, Federal, and local laws and regulations.
3. All existing and proposed property lines shall be shown on the improvement plans.
4. Applicant shall prepare an Erosion Sediment Control Plan (ESCP) pursuant to the City of Livingston's MS4 Phase II Permit requirements for construction activities.
5. Unless exempt, prepare and provide volumetric sizing calculations, low development impact (LID) measures, operation and maintenance plan (O&M), and statement of responsibility agreement for storm water management in accordance with the City of Livingston's Post-construction Standards Plan and pursuant to the City's Phase II MS4 Permit requirements.

6. Unless exempt, prepare a Dust Control Plan (DCP) and file the Plan with the San Joaquin Valley Air Pollution Control District for construction activities pursuant to Regulation VIII (Rules 8011-8081).
7. A soils report prepared by a California registered geotechnical engineer shall be submitted to the City Engineer as part of the improvement plans. The soils report shall include recommendations for the structural sections for parking lots, excavation, compaction, clearing and grubbing requirements, etc.
8. Prepare grading and encroachment permits for the project. Applicant shall pay the permit fee, plan check and inspection fees, and furnish improvement securities pursuant to the City's improvement standards, municipal code, and ordinances.
9. Applicant shall pay all applicable development impact fees for Municipal Facilities, Police, Fire Protection, Streets and Bridges, Water, Domestic Wastewater, Storm Drainage, and Parks.
10. Construct all proposed connections for dry utilities underground and within required easements by the respective utilities.
11. Any existing utility poles requiring relocation shall be relocated to acceptable locations as approved by the City of Livingston and the affected utility company.
12. Remove and reconstruct existing driveway approach on 6th Street with wrap around sidewalk per Standard Detail D-1 of the Livingston Improvement Standards and as approved by the City Engineer.
13. Construct any new driveway approaches on 6th Street with wrap around sidewalk per Standard Detail D-1 of the Livingston Improvement Standards and as approved by the City Engineer.
14. Developer shall replace/repair all existing sidewalk, curb and gutter not meeting ADA and/or City standards along the street frontage of 6th Street extending the length of the property lines.
15. Developer would be responsible for constructing full width pavement of the alleyway with concrete valley gutter extending the length of the property lines and for constructing an alley approach at F Street but these improvements are already scheduled for construction by the City of Livingston using separate funding. Therefore, these alley surface improvements are not required to be completed by the Developer.
16. Provide on-site and off-site ADA accessible path for pedestrians and bicyclists.
17. On-site parking areas must be designed in accordance with City Standards.
18. Storm runoff from on-site development shall be conveyed through new curb drains into the existing gutter on 6th Street and surface drain onto alleyway using non-eroding surfaces.
19. Connect to the existing 8-inch water main in alleyway for all proposed domestic, irrigation, and fire connections. Domestic and irrigation line shall have separate metered connections. Developer shall incorporate water recirculation for residential sprinkler system at the water service or onsite plumbing. Connections shall include shutoff valves, corporation stops, water meters, backflow preventers, post indicator valves, and fire department connections, as applicable.
20. Connect to the existing 8-inch sewer main in alleyway for sanitary service.
21. Applicant shall obtain a demolition permit from the City of Livingston and demolish existing buildings and structures pursuant to said permit.

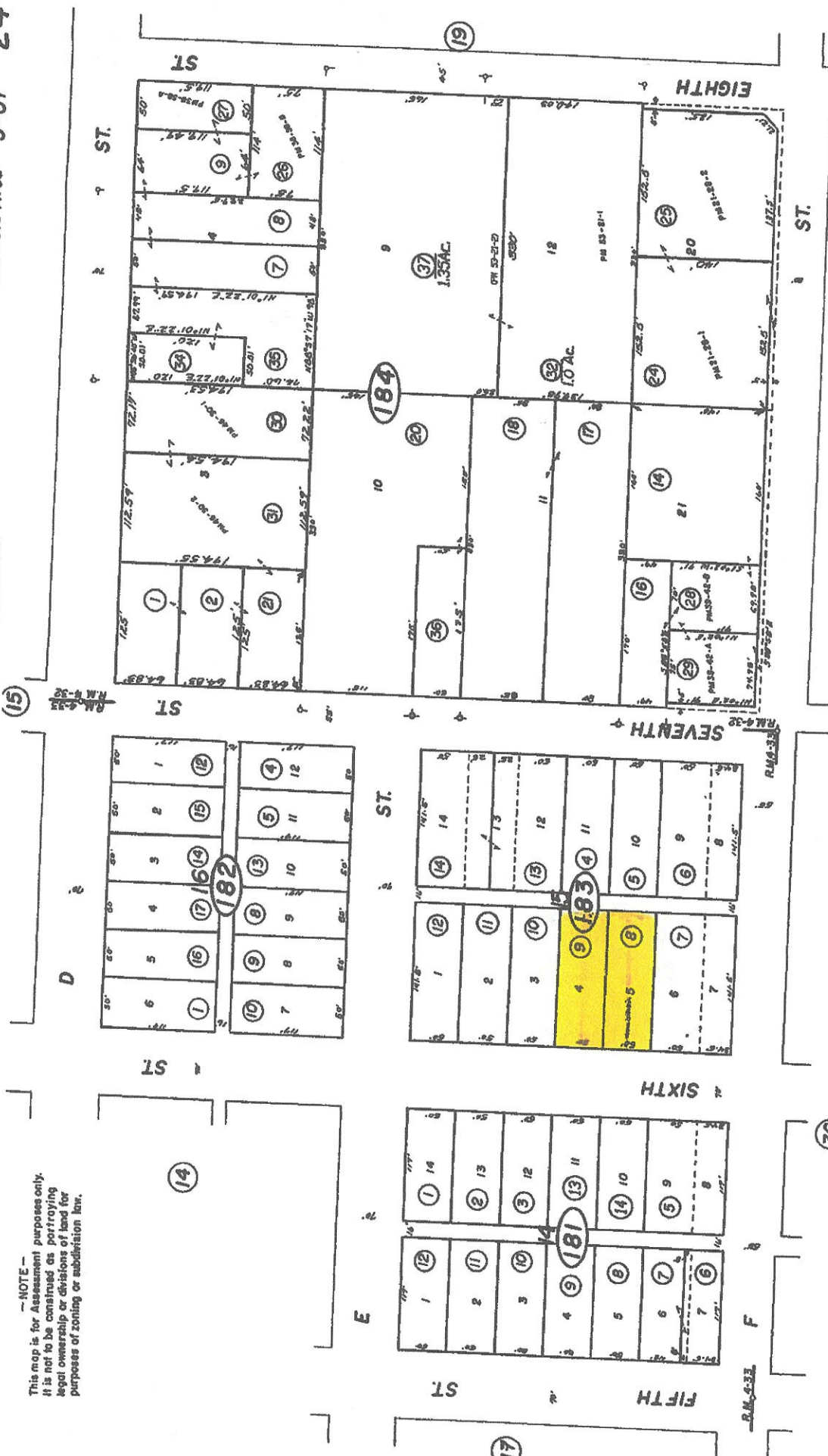
22. Repairs to any damaged City Facilities such as road/alley pavement, valley gutter, sidewalk, curb and gutter caused by construction and construction-related activities shall be completed as required by the City of Livingston and at Developer's sole cost.

POR. SEC. 25 T. 6 S. R. 11 E. M. D. B. & M.

Tax Rate Area 3-07

24-18

NOTE -
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.



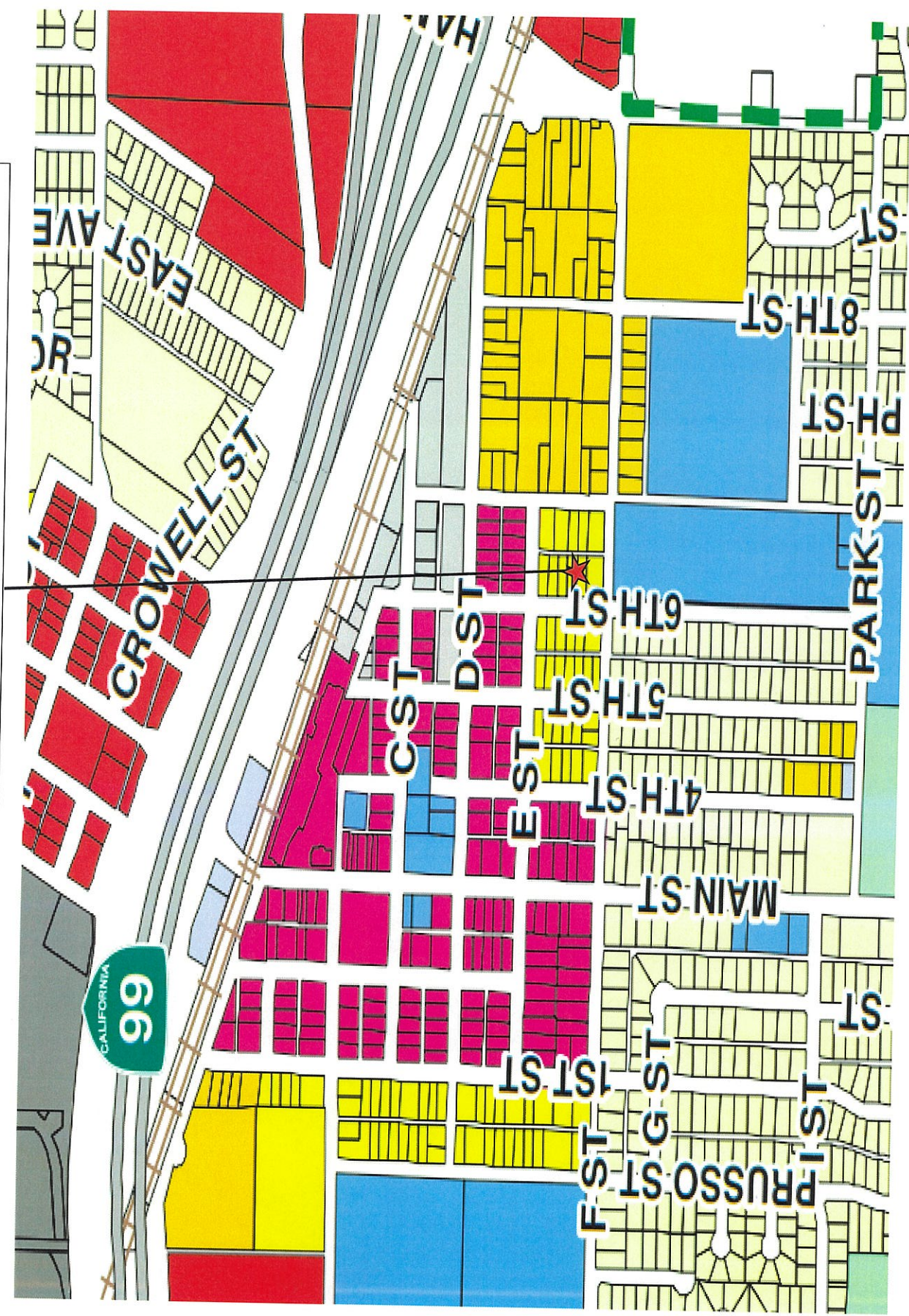
Assessor's Map Bk. 24-Pg. 18
County of Merced, Calif.
1955

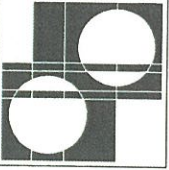
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Livingston Realty Co.'s Sub. R.M., Vol. 4 Pg. 32
Livingston Realty Co.'s Add. R.M., Vol. 4 Pg. 33

ISED 11/75
3/78
1/82
12-27-13

Site Plan & Design Review 2021-02
Raj & Gurvinder Saini, 3 New Housing Units
835 6th Street, APN: 024-183-008 and 024-183-009
Zoning: R-2, Medium Density Residential





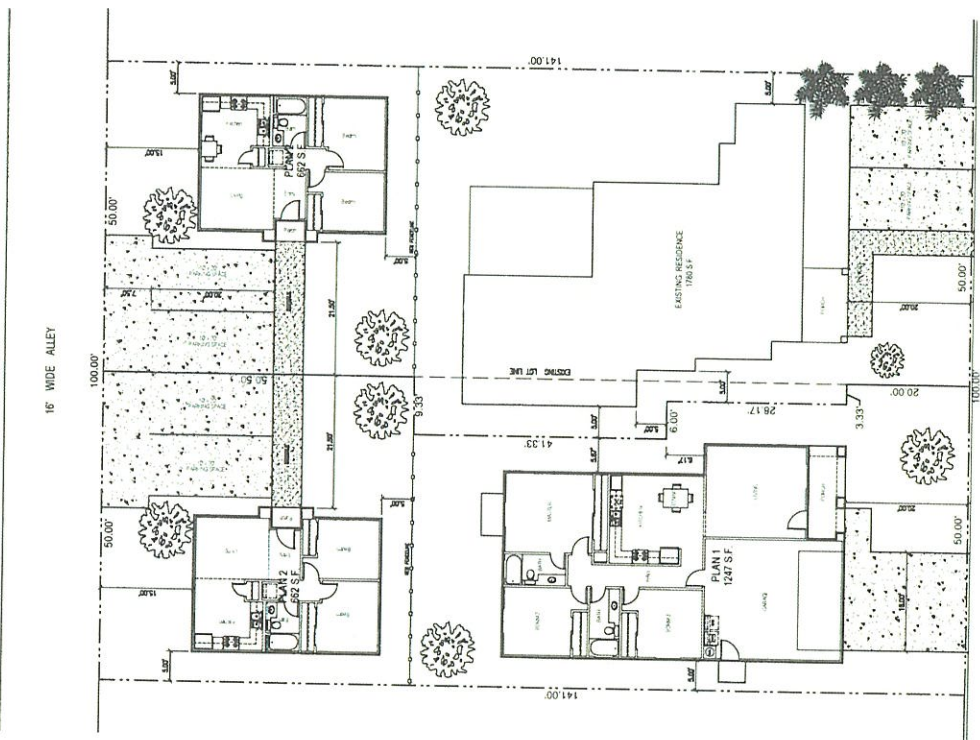
PREPARED BY
RICK ROWLAND
 Residential Design and Remodels
 P.O. Box 5368
 Walnut Creek, CA 94596
 Ph: (925) 763-5200
 email: rrowland274@gmail.com

R. Rowland
 ARCHITECT
 No. DATE 2/11/2020
 A

PROPOSED SITE PLAN

PREPARED FOR
GARVEY SAINI
 10000
 Livingston, CA 95344
 Ph: (209) 848-5445
 200 Elm Pt. Pl. (209) 837-008 & 009

PROJECT DATA
 Date: MARCH 2021
 Scale: AS SHOWN
 Drawn By: RCK
 File Name: GARVEY
 SHEET NUMBER



835 SIXTH STREET

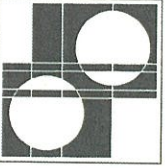
SITE PLAN
 SCALE: 1" = 30'

RECEIVED

JUN 15 2021

PLANNING





PREPARED BY
RICK ROWLAND
 Residential Design and Remodels
 Rick Rowland, Owner
 1015 Dallas Drive
 Livingston CA 95344
 Ph: (209) 761-8200
 email: rowlandr22@gmail.com

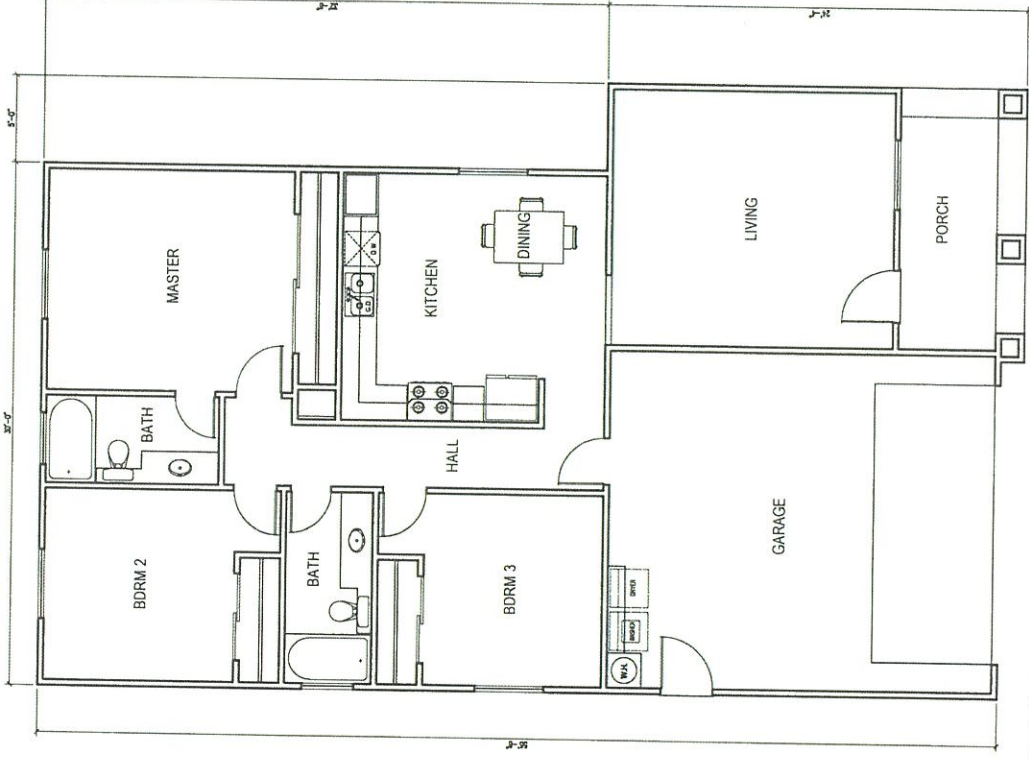
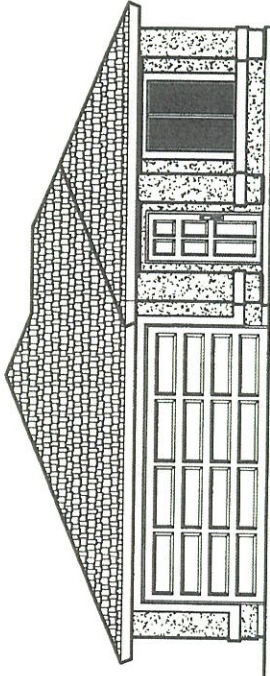
R.R. Rowland
 Title Description
 Date
 1. This set of drawings is prepared for the use of the client named herein. It is not to be used for any other project without the written consent of the architect.
 2. The architect is not responsible for construction methods or materials not specified in these drawings.
 3. The architect is not responsible for the accuracy of any information not provided by the client.
 4. The architect is not responsible for any conditions not shown on these drawings.
 5. The architect is not responsible for any conditions not shown on these drawings.

**PROPOSED ELEVATIONS
 AND FLOOR PLAN**

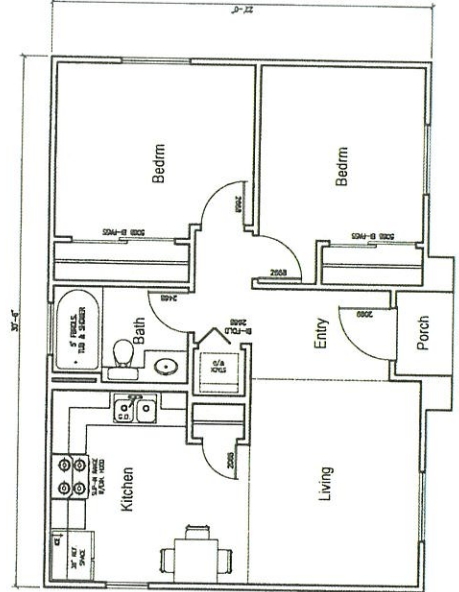
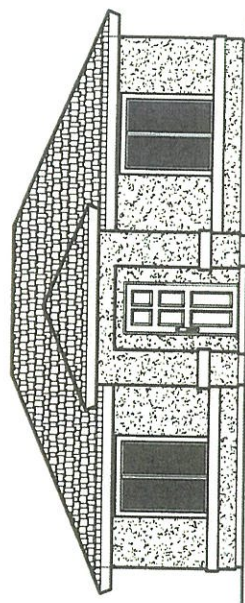
PREPARED FOR
GARVEY SAINI
 1015 Dallas Drive
 Livingston CA 95344
 Ph: (209) 648-5445
 A.P.N. 024-185-008 & 009

PROJECT DATA
 Date: AUGUST 2015
 Scale: AS SHOWN
 Drawn By: RICK
 File Name: GARVEY

SHEET NUMBER

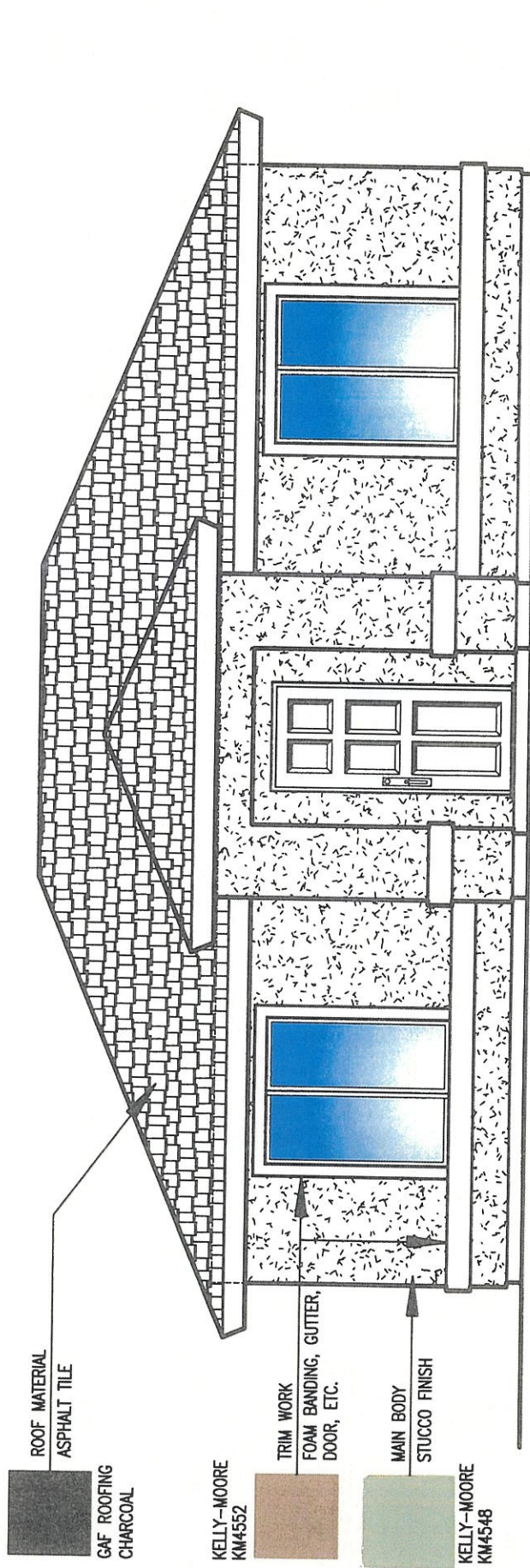


PLAN 1
 3 Bdrm. / 2 Bath / 2-Car Garage / 1247 S.F.



PLAN 2
 2 Bdrm. / 1 Bath / 662 S.F.

RECEIVED
JUN 15 2021
PLANNING



COLORS & MATERIALS

RECEIVED

JUN 15 2021

PLANNING

Respond to proposed Lot Line Adjustment 2021-01 and Site Plan Design Review 2021-02:

From: Rafael Dominguez Fuentes
823 6th Street
Livingston, California 95334
Phone: (209) 394-4174

September 21, 2021

To: City of Livingston

Re: Proposed construction at 835 6th Street, Livingston, California 95334.


To Whom It May Concern:

I reside next door to the property where the proposed construction is to be build. I reside at 823 6th Street, Livingston, California 95334.

I am hereby informing you of my conditional permission to this proposed plan. My condition is that the Owners, Raj and Gurvinder Saini, build their own property side fence that divides our properties. I own the adjacent property.

I have my own fence dividing said properties but I request that the neighbors mentioned above build their own fence. I do not want to have to maintain the fence if my fence is the only one that is dividing the properties. I will maintain my own fence but request that the mentioned couple build and maintain their own fence which divides our properties.

Thank You:


Rafael Dominguez Fuentes.

RECEIVED
SEP 22 2021
PLANNING