



CITY COUNCIL REGULAR MEETING AGENDA AUGUST 16, 2022 7:00 P.M.

NOTICE: IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, THIS MEETING WILL BE CONDUCTED PURSUANT TO GOVERNMENT CODE SECTION 52953(e) AND CITY OF LIVINGSTON CITY COUNCIL RESOLUTION NO. 2021-71.

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_ZmQZIHlH-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 Government Code Section 52953(e) and City of Livingston City Council Resolution No. 2021-71.)

Notice is hereby given that the City Council will hold a Regular Meeting on August 16, 2022, at the City Council Chambers, 1416 C Street, Livingston, California or conducted pursuant to the Government Code Section 52953(e) and City of Livingston City Council Resolution No. 2021-71. 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 emailed at citycouncil@livingstoncity.com. Comments must be received by 2:00 p.m. on the day of the City Council meeting in order for them to be distributed to the Council prior to consideration of the matter. 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. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive

an acknowledgement of receipt by 4:00 p.m., please call the City Clerk’s Office at (209) 394-8041, Ext. 121 (Note: This technology is not a guaranteed method).

REGULAR MEETING

CALL TO ORDER

Next Resolution No.: 2022-48
Next Ordinance No.: 650

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

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 August 5, 2022.
- APPROVE THE LOCAL FUNDING AGREEMENT**
4. Resolution Approving the Local Funding Agreement with the Merced County Association of Governments

DISCUSSION AND POTENTIAL ACTION ITEMS

5. Approval of the Appointment of Charles Hale as Chief of Police and Ratification of Employment Agreement
6. Discussion on Attendance and Designation of Voting Delegate and Alternates for the 2022 League of California Cities Annual Conference- Annual Business Meeting, September 7-September 9, 2022, Long Beach, CA

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

ADJOURNMENT

RESOLUTION NO. 2021-71

**A RESOLUTION OF THE CITY OF LIVINGSTON CITY COUNCIL
PROCLAIMING A LOCAL EMERGENCY AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY
OF LIVINGSTON PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the City Council of the City of Livingston (the "City") is committed to preserving public access and participation in meetings of the City Council; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, Government Code section 54953, subdivision (e), provides provisions for remote teleconferencing participation in meetings by members of a legislative body without compliance with the requirements of Government Code section 54953, subdivision (b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor, pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS, there has been a significant increase in COVID-19 cases in Merced County due primarily to the Delta variant of SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Delta variant is far more transmissible than prior variants of the virus, may cause more severe illness, and can be spread by fully vaccinated individuals; and

WHEREAS, as a consequence of the declared emergency, the City Council does hereby find that the legislative body of the City shall conduct their meetings

without compliance with Government Code section 54953, subdivision (b)(3), as authorized by Section 54953, subdivision (e), and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in Section 54953, subdivision (e)(2); and

WHEREAS, pursuant to Government Code section 54953, subdivision (e)(3), in order to continue to teleconference without compliance with Government Code section 54953, subdivision (b)(3), the City Council shall, not 30 days after teleconferencing for the first time pursuant to this Resolution, and every 30 days thereafter, make the following findings by majority vote: The legislative body has reconsidered the circumstances of the state of emergency and any of the following conditions exist: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person or (2) state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the City reserves the option to hold in-person meetings, consistent with local health officer directives, or to continue a practice of remote meetings that still allow multiple options for public participation.

NOW, THEREFORE, THE CITY OF COUNCIL OF THE CITY OF LIVINGSTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

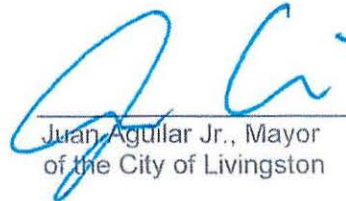
Section 2. Proclamation of Local Emergency. The City Council hereby proclaims that a local emergency exists throughout the City, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of COVID-19 in Merced County and the state, such that the City reserves the right to continue virtual meetings or conduct in-person meetings, consistent with local health guidance or duly issued orders.

Section 3. Remote Teleconference Meetings. The legislative body and its General Manager and designees of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 30, 2021, or (ii) such time the City Council of Directors makes a subsequent finding by majority vote in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

Passed and adopted this 5th day of October, 2021, by the following vote:

AYES: Mayor Aguilar and Council Members Baptista-Soto, Kang, and Garcia
NOES: None
ABSENT: None
ABSTAIN: Council Member Moran



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 5th day of October, 2021.



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

STAFF REPORT



AGENDA ITEM: Warrant Register August 5, 2022
MEETING DATE: August 16, 2022
PREPARED BY: Nancy Fuentes, Accounting Technician
REVIEWED BY: Vanessa Portillo, City Manager

RECOMMENDATION:

Ratify the warrant register dated August 5, 2022

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:

July 22, 2022- August 5, 2022

GENERAL WARRANTS.....	\$ 302,406.83	7227-7289
PAYROLL/WIRE WARRANTS.....	\$ 422,516.87	2202-2231
TOTAL WARRANTS.....	\$ 724,923.70	

ATTACHMENTS:

Warrant Register (summarized by date and check number)

Accounts Payable

Checks by Date - Summary by Check Date

User: nfuentes
 Printed: 8/10/2022 9:04 AM



City of Livingston
 1416 C Street
 Livingston, CA 95334

Check No	Vendor No	Vendor Name	Check Date	Check Amount
7227	434	AFSCME District Council 57	07/29/2022	631.54
7228	253	AT&T	07/29/2022	220.40
7229	282	AT&T Mobility	07/29/2022	1,125.60
7230	444	AutoZone	07/29/2022	207.29
7231	193	BSK Associates	07/29/2022	156.00
7232	320	California Building Standards Commission	07/29/2022	88.20
7233	447	Conco West, Inc	07/29/2022	80,444.58
7234	787	Custom Weed Control Inc.	07/29/2022	400.00
7235	321	Department of Conservation Division of Ad	07/29/2022	96.84
7236	293	Department of Justice Accounting Office	07/29/2022	431.00
7237	319	Division of The State Architect	07/29/2022	8.40
7238	1000	Emplyment Development Dept.	07/29/2022	1,568.05
7239	262	Gilton Solid Waste	07/29/2022	10,137.55
7240	279	LAFCO of Merced County	07/29/2022	2,446.63
7241	268	Language Line Services, Inc.	07/29/2022	168.26
7242	676	M4 Concrete and Drywall, Inc.	07/29/2022	24,195.78
7243	389	Mid Valley IT	07/29/2022	1,400.00
7244	302	Office Depot, Inc.	07/29/2022	92.50
7245	437	Operating Engineers Local 3	07/29/2022	288.00
7246	438	Operating Engineers Local 3	07/29/2022	536.00
7247	405	Premier Access Insurance Company	07/29/2022	2,806.20
7248	554	Alvaro Ramirez	07/29/2022	29.00
7249	265	Resourceability	07/29/2022	2,829.75
7250	671	Natalie Sobalvarro	07/29/2022	75.00
7251	485	Stericycle, Inc.	07/29/2022	297.26
7252	996	United States Treasury	07/29/2022	114.28
7253	608	Vision Service Plan- CA	07/29/2022	890.89
Total for 7/29/2022:				131,685.00
7254	434	AFSCME District Council 57	08/05/2022	631.54
7255	250	Alhambra	08/05/2022	159.71
7256	UB*01999	MARK ANDREOTTI	08/05/2022	5.85
7257	736	ARA, Inc.	08/05/2022	2,776.32
7258	193	BSK Associates	08/05/2022	439.00
7259	272	Charter Communications	08/05/2022	202.61
7260	519	CSMFO	08/05/2022	20.00
7261	1001	Ruben Del Toro Jr.	08/05/2022	1,078.99
7262	UB*01983	ERIKA FERNANDEZ	08/05/2022	119.37
7263	188	Frontier	08/05/2022	2,685.61
7264	425	HdL Coren & Cone	08/05/2022	1,375.00
7265	267	Hoffman Security	08/05/2022	226.90
7266	501	Hunt & Sons, Inc.	08/05/2022	6,732.87
7267	296	Image Source	08/05/2022	140.54
7268	1005	Suknwinder Kaur	08/05/2022	65.00
7269	461	LEAF	08/05/2022	741.59
7270	UB*02000	FIDEL LOPEZ-AGUILAR	08/05/2022	288.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
7271	730	Maco International, Inc.	08/05/2022	1,593.00
7272	180	Mission Linen Service	08/05/2022	76.52
7273	998	Montes Business Services, Inc	08/05/2022	4,000.00
7274	1003	Saida Moreno	08/05/2022	150.00
7275	302	Office Depot, Inc.	08/05/2022	337.91
7276	203	PG&E	08/05/2022	90,620.98
7277	43	Hilda Pimentel	08/05/2022	65.00
7278	1007	Maria Prado	08/05/2022	150.00
7279	405	Premier Access Insurance Company	08/05/2022	1,882.30
7280	1008	Navi Sablok	08/05/2022	65.00
7281	408	Sapien Family Trust	08/05/2022	1,000.00
7282	1006	Veronica Saturnino	08/05/2022	150.00
7283	307	Shred-It, C/O Stericycle, Inc.	08/05/2022	236.95
7284	1004	Alejandra Soria-Pulido	08/05/2022	70.00
7285	323	Springbrook Holding company LLC	08/05/2022	50,899.67
7286	393	State of California	08/05/2022	635.83
7287	1002	DFA- Arrearages Program State Water Resc	08/05/2022	597.60
7288	310	Totlcom, Inc.	08/05/2022	382.72
7289	249	United Site Services	08/05/2022	118.95
Total for 8/5/2022:				170,721.83
Report Total (63 checks):				302,406.83

STAFF REPORT



AGENDA ITEM: Resolution Approving the Local Funding Agreement with the Merced County Association of Governments

MEETING DATE: August 16, 2022

PREPARED BY: Jennifer Riedeman, Finance Director

REVIEWED BY: Vanessa Portillo, City Manager

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution Approving and Ratifying the Local Funding Agreement with the Merced County Association of Governments and authorize the City Manager to sign the agreement.

BACKGROUND

On November 8, 2016, the voters of Merced County adopted a 30 year 1/2 cent sales tax, the proceeds of which are dedicated for transportation and related infrastructure projects. The Merced County Association of Governments ("MCAG") is responsible for the administration of the program. The Local Funding Agreement establishes the requirements for the local project funding allocation that will be allocated directly to the City of Livingston.

DISCUSSION

Fifty percent (50%) of the funds generated by Measure V are required to be allocated to each jurisdiction within Merced County for use on local projects (the "Local Projects Fund"). The legislative body of each jurisdiction is the decision-making body for the use of these funds. For the City of Livingston, the City Council is the decision-making body.

Pursuant to the Local Funding Agreement, MCAG will distribute these funds to the jurisdictions within Merced County based on a two part funding formula. Under the formula, each jurisdiction, including the City, will receive a minimum \$150,000 allocation. The remaining funds in the Local Project Fund will be distributed to local jurisdictions based equally on the percentage share of Merced County's population that resides in the jurisdiction, and the percentage share of the countywide publically maintained road miles located in the jurisdiction. For example, if 20% of the population of Merced County lives in Livingston, and 10% of the countywide publically maintained road miles are located in Livingston, the City will receive 15% of the funds remaining in Local Project Fund. The purposes for which the City of Livingston may use the monies it receives from the Local Project Fund are set forth in the Merced County's 2016 ½ Cent Transportation Sales Tax Measure Expenditure Plan, which was incorporated into Measure V (the "Expenditure Plan").

The Local Funding Agreement also requires 20% of the monies the City receives from the Local Project Fund to be used for "Alternative Modes Projects," which are projects that will improve air quality and the environment. Examples of projects include, but are not limited to, bicycle projects, pedestrian improvements, vanpool, carpools or other ridesharing programs.

The Local Funding Agreement sets forth the duties and obligations of both MCAG and the City with regard to the Local Project Fund, including record keeping and reporting requirements. For example, the City is required to keep a separate accounting of monies received from the Local Project Fund and how they are spent, to ensure that the monies are spent in accordance with the Expenditure Plan. Additionally, the City is required to submit a report to the Measure V



STAFF REPORT

Citizen Oversight Committee within 60 days of the end of the fiscal year, reporting the monies received by the City from the Local Project Fund and how such monies were spent. Furthermore, the City is required to submit a separate independently audited financial statement to MCAG annually regarding the City's use and expenditure of the funds. The agreement also incorporates requirements set forth in Measure V and California Law.

FISCAL IMPACT

The Local Funding Agreement enables the City to receive its share of the Local Project Fund from MCAG.

Under the Public Utilities Code section 180001(e), any jurisdiction receiving monies from the Local Projects Fund is required to continue to expend the same amount of fully discretionary general fund revenue for transportation purposes as it did, on average, for fiscal years 2016/17, 2017/18, and 2018/19, for transportation purposes. This requirement is designed to prevent jurisdictions from simply using the Local Projects Fund to replace existing transportation spending.

ATTACHMENTS

1. Resolution of the City Council of the City of Livingston Approving the Local Funding Agreement with the Merced County Association of Governments
2. Draft agreement

RESOLUTION NO. 2022-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LIVINGSTON APPROVING THE LOCAL FUNDING AGREEMENT WITH THE MERCED
COUNTY ASSOCIATION OF GOVERNMENTS**

WHEREAS, on November 8, 2016, the voters of Merced County adopted a thirty (30) year half (1/2) cent sales tax, the proceeds of which are dedicated for transportation and related infrastructure projects; and

WHEREAS, that tax is estimated to generate Fifteen Million Dollars (\$15,000,000) in new revenue annually, some of which is allocated directly to local jurisdictions for local projects; and

WHEREAS, the Merced County Association of Governments ("MCAG") is responsible for the administration of the program; and

WHEREAS, fifty percent (50%) of the funds generated by Measure V are required to be allocated directly to each jurisdiction within Merced County for use on local projects (the "Local Projects Fund"); and

WHEREAS, the Local Funding Agreement establishes the formula to allocate the Local Project Fund to the various jurisdictions in Merced County; and

WHEREAS, the Local Funding Agreement also sets forth various requirements related to the use, receipt and record keeping of monies from the Local Projects Fund; and

WHEREAS, the City Council desires to approve the Local Funding Agreement to enable the City of Livingston to receive monies from the Local Projects Funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livingston hereby approves the Local Funding Agreement with the Merced County Association of Governments, authorizes the City Manager to execute such agreement.

Passed and adopted this 16th day of August 2022, 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 16th day of August 2022.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

MEASURE V LOCAL FUNDING AGREEMENT

between

MERCED COUNTY ASSOCIATION OF GOVERNMENTS

and the

JURISDICTION NAME

This Measure V Local Funding Agreement (“AGREEMENT”), effective the 1st day of July 2022, is entered into by and between Merced County Association of Governments, a joint powers authority pursuant to California Government Code Section 6500 et seq. (MCAG), and the JURISDICTION NAME (“RECIPIENT”).

RECITALS

- A. On November 8, 2016, the voters of Merced County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (“Act”), approved Measure V, thereby authorizing MCAG to administer the proceeds from the one-half cent transaction and use tax (“Measure V”).
- B. The duration of the Measure V transportation sales tax will be 30 years from the initial year of collection, which began April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in the Measure V Expenditure Plan – ½ Cent Transportation Sales Tax Measure Expenditure Plan for Merced County (“Expenditure Plan”), as amended in accordance with State law.
- C. This AGREEMENT delineates the requirements of the Local Projects funds that are directly allocated to local jurisdictions, as authorized by the Expenditure Plan.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I – LOCAL PROJECTS FUNDING ALLOCATIONS

This AGREEMENT authorizes MCAG to allocate the Local Projects funds derived from Measure V receipts in accordance with the voter-approved Expenditure Plan as follows:

- Each jurisdiction (each City and the County) shall be allocated an annual base amount of \$150,000 from the Local Projects funds. The total amount of this base amount will be subtracted from the 50% Local Projects funds before the remainder is allocated.

- The remaining Local Projects funds after the base amount allocation shall be allocated in accordance with the Expenditure Plan based on the average of the jurisdiction's share of the total countywide population and its share of the total countywide publicly maintained road miles. For example, if a jurisdiction has 35% of the population and 75% of the road miles, it will be allocated 55% of the funds remaining after the base amounts are allocated.
- 20% of each jurisdiction's total allocation of Local Projects funds shall be used for Alternative Modes projects as outlined in the Expenditure Plan.

A. LOCAL PROJECTS

1. Fifty percent (50%) of the Measure V funds collected shall be allocated to Local Projects. The individual local elected city councils and the Merced County Board of Supervisors are the decision-making bodies for the use of their respective allocations of the Local Projects funds within their respective jurisdictions. Each city and the County of Merced shall receive their Local Projects funding allocation as described above consistent with the Expenditure Plan. The goal of the Local Projects funds is to improve the local transportation systems within each individual city and the County of Merced overall. At least twenty percent (20%) of the Local Projects funds each jurisdiction receives shall be used for Alternative Modes projects (see section B).
2. MCAG shall distribute the Local Projects funds pursuant to the formula described above and consistent with the Expenditure Plan. RECIPIENT allocations are subject to change based on variations of annual population figures and percent of road miles pursuant to Article II Paragraph A(2) herein.
3. The Expenditure Plan provides basic fund usage guidelines for RECIPIENT use of the Local Project funds received from the Measure V sales tax. Said guidelines are hereby incorporated into this AGREEMENT by reference.
4. RECIPIENT shall use the reporting tools designated by MCAG to maintain and provide a separate accounting of the Local Projects funds received and any and all expenditures from said funds to ensure that the funds are spent in accordance with the approved Expenditure Plan.
5. RECIPIENT may choose to advance funds for a project, either a project specified in the plan or a project for which they plan to use their Local Projects funds, and to receive reimbursement for that advancement in accordance with the plan. The fund advancement

and reimbursement projections must be approved by a majority vote of the MCAG Governing Board per its Bylaws prior to the jurisdiction proceeding with the project. RECIPIENT may also accumulate funds from their Local Projects allocations over several years to fund higher-cost projects.

6. RECIPIENT shall provide a report to the Citizens Oversight Committee within 60 days of the fiscal year end delineating the Local Projects funds received and how they were spent. In addition, RECIPIENT shall provide documentation as to whether or not the Maintenance of Effort as described in Article II, Paragraph B(4) below, was met.

B. ALTERNATIVE MODES PROJECTS

1. At least twenty percent (20%) of the Local Projects funds received by RECIPIENT shall be used for Alternative Modes projects as required in the Expenditure Plan. RECIPIENT may use more than the twenty percent (20%) minimum but not less. The goal of this sub-category of projects is to provide safe alternatives to automobile travel, increase use of alternative modes, and improve air quality and the environment. RECIPIENT may also accumulate funds from their Local Projects allocations over several years to fund higher-cost Alternative Modes projects.
2. This sub-category may be used for projects and programs that provide alternatives to single-occupant vehicle use, increase use of alternative modes, and improve air quality and the environment, including but not limited to the following:
 - Sidewalks, crosswalks, safe routes to schools, ADA curb ramps and other pedestrian projects
 - Bicycle projects
 - Passenger rail
 - Railroad crossing safety improvements
 - Vanpools, carpools or other ridesharing programs or incentives
 - Roundabouts or other air quality improvements
 - Other alternative modes

ARTICLE II: PAYMENTS AND EXPENDITURES

A. MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

1. Within 5 business days of actual receipt of the Measure V sales tax revenues from the State Board of Equalization ("BOE"), MCAG shall pay to the RECIPIENT its allocated amount of available Local Projects funds provided that the RECIPIENT is current on expenditure reporting requirements as outlined in Article II, Paragraph B(3). With the payment, MCAG shall provide the RECIPIENT with an itemized breakdown of how the allocation payment was calculated. In the event of non-compliance, MCAG maintains the authority to hold Local Project fund allocations until reporting requirements are met.
2. MCAG shall annually update the Measure V revenue projections and the resulting fund allocation formulas to reflect the most current population using the California Department of Finance's annual population estimates (Report E-1 published annually in May) and the Maintained Miles by jurisdiction as published in the most current California Public Road Data. MCAG shall use the updated Local Projects allocation formulas in the allocations beginning July 1 of each new fiscal year, which is from July 1 to June 30. MCAG shall provide the RECIPIENT prompt notice of any update to the allocation formulas and MCAG's application of the updated formula to the RECIPIENT's allocation.
3. MCAG shall include Measure V Local Projects funds distributed to each RECIPIENT in a quarterly report to the Board of Directors.
4. MCAG shall provide for an independent annual audit of its financial statements including revenues and expenditures and of its calculation of the allocation formula for distributing Measure V revenues to RECIPIENT and the other jurisdictions.
5. MCAG shall provide reasonable notice to RECIPIENT prior to conducting an audit of Local Projects funds received by RECIPIENT to determine whether the RECIPIENT's use of said funds is in compliance with this AGREEMENT and the Expenditure Plan.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall use all Local Projects funds received in compliance with the applicable guidelines and plan(s), as they may be adopted or amended by the Board of Directors for MCAG in accordance with applicable law.
2. RECIPIENT shall use and maintain the designated reporting tools to report on funds received and expended. RECIPIENT must account for Local Projects funds, including any interest

received or accrued, separately for each fund type. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. MCAG and its representatives and agents shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by application law.

3. RECIPIENT will use the designated reporting tools to provide MCAG with the required information related to Local Projects funds expenditures according to the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
July 1 to September 30	October 31
October 1 to December 31	January 31 of following calendar year
January 1 to March 31	April 30
April 1 to June 30	August 30 (60 days are provided for The 4th quarter of each fiscal year)

4. RECIPIENT hereby agrees to the Maintenance of Effort. The enabling legislation in Public Utilities Code Section 180001(e) provides:

It is the intent of the Legislature that funds generated pursuant to this division be used to supplement and not replace existing local revenues used for transportation purposes.

If RECIPIENT receives revenues for Local Projects, it shall annually maintain, as a minimum, the same level of local fully discretionary general fund revenues that were expended on average for fiscal years 2016/17, 2017/18, and 2018/19, for transportation purposes. Dedicated funds for transportation such as gas tax revenues are not counted as general fund revenues. Transfers into the general fund will not be counted as general fund revenues. Grant awards and general fund revenues used as matching funds for grant awards will not be counted as general fund revenues.

5. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure V, as reflected in the Expenditure Plan, and agrees to accept and use the California Department of Finance Estimates of Population figures (Report E-1, updated annual in May)

for California cities and counties and the maintained miles by jurisdiction as published in the most current California Public Road Data for the annual update of the sales tax allocation formulas to begin in each new fiscal year.

C. OTHER CONSIDERATIONS

1. Transportation Purposes Only: RECIPIENT shall use all Local Projects funds solely for transportation purposes as defined by the Expenditure Plan. Any jurisdiction that violates this provision, as determined by the MCAG Board, must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest rate shall not exceed the maximum allowed by law.
2. Staff Cost Limitations: Direct costs associated with the delivery of programs and projects associated with Local Projects funds, including direct staff costs and consultant costs, are eligible uses of said funds. Indirect costs, including, but not limited to, overhead costs such as rent, utilities, and human resources staff, are not allowed.
3. Fund Exchange: Each local jurisdiction shall have the authority to loan Local Projects funds allocated to them to other local jurisdictions for the implementation of needed transportation projects.
4. CEQA: All projects funded with Local Projects funds shall comply with the California Environmental Quality Act (CEQA) and other environmental reviews as required.
5. Promotion: At a minimum, RECIPIENT agrees to promote all projects funded by more than \$50,000 through Measure V with branded signage and is encouraged to use additional means such as news releases, social media, events, or any other tools to communicate to the public that the project was funded by Measure V. For this same category of projects, RECIPIENT also agrees to provide MCAG with at least two (2) photographs of the project, either 1) in progress or 2) before and after completion or some combination thereof.

ARTICLE III: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, MCAG may withhold payment of further Local Projects funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall, by December 31st of each year, submit to MCAG at the RECIPIENT's expense, separate independently audited financial statements for the prior fiscal year of Local Projects funds received and used.
2. RECIPIENT shall provide current and accurate information on RECIPIENT's website (if applicable) and to MCAG for the Measure V website, to inform the public about how RECIPIENT is using Local Projects funds.
3. RECIPIENT shall, at least annually, publish an article highlighting a project or program funded by Local Projects funds, or provide information to MCAG's Public Information Officer regarding such project or program for publication.
4. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance with audit findings regarding Local Projects funds before the Citizens Oversight Committee.
5. RECIPIENT agrees that MCAG may review and/or evaluate all projects or programs funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of MCAG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing body.

ARTICLE IV: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither MCAG nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Local Projects funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that RECIPIENT shall fully defend, indemnify and hold harmless MCAG, its governing body, elected officials, officers, agents and employees from any liability imposed on MCAG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Local Projects funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY MCAG

Neither RECIPIENT nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that MCAG shall fully defend, indemnify and hold harmless RECIPIENT, its governing body, elected officials, officers, agents and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Merced County, California.

D. ATTORNEY'S FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

E. TERM

The term of this AGREEMENT shall be from July 1, 2022 to June 30, 2027, unless amended in writing or a new Measure V Local Funding Agreement is executed between MCAG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.



STAFF REPORT

AGENDA ITEM: Approval of the Appointment of Charles Hale as Chief of Police and Ratification of Employment Agreement

MEETING DATE: August 16, 2022

PREPARED BY: Vanessa L. Portillo, City Manager

RECOMMENDATION:

The City Manager recommends that the City Council consider the following motion: To approve the appointment of Charles Hale as Chief of Police and ratify his employment agreement.

BACKGROUND:

Livingston Municipal Code section 1-6-5(B), authorizes the City Manager to “appoint and promote, discipline, suspend or dismiss all officers and employees of the City except the City Clerk, City Attorney and City Treasurer.”

In accordance with the Municipal Code, Title 7-1-1: “the director of public safety/chief of police, subject to approval of the city manager, shall organize and maintain such other divisions later established, and shall further be responsible for direction and administrative control of all functions of the department of public safety”. In addition, the Chief of Police holds the responsibility of preserving the peace, responding to law enforcement service requests and protecting life and property within the City limits.

DISCUSSION:

The City Manager requests ratification of the employment agreement with Charles Hale to the position of Chief of Police.

Charles Hale has over 25-years of law enforcement experience, most recently serving as a Lieutenant for Merced County Sheriff’s Office. A graduate in Criminal Justice Management from Union Institute and University, Hale has been serving as Interim Chief of Police for the City of Livingston since November 2021. Through this interim assignment, Hale has made significant improvements in the department’s operations to ensure compliance with State/Federal laws. Most notably, Hale brought the City in compliance with Assembly Bill 481 (AB-481) by implementing the Military Policy Ordinance update, negotiated favorable Memorandum of Understanding (MOU) term with other law enforcement agencies for the use of the Firearms Range Training Facility;

The employment agreement for the Chief of Police position includes the following terms:

- Chief of Police will be an at-will employee
- Chief of Police will be paid an annual base salary of \$160,000
- The benefit package is consistent with the benefit package of management personnel.

Chief Hale will begin work tentatively on or before September 12, 2022.



FISCAL IMPACT:

Sufficient funding is available in the Police Department Fiscal Year 2022/23 Budget for this position.

ATTACHMENTS:

1. Chief of Police Employment Agreement

CITY OF LIVINGSTON

AGREEMENT FOR EMPLOYMENT OF CHIEF OF POLICE

This Employment Agreement (“**Agreement**”) is made and entered into this ___ day of _____ 2022, by and between the City of Livingston (“**City**”), a general law city, and Charles Hale (“**Hale**”), collectively referred to as “Parties.”

RECITALS

WHEREAS, the City desires to employ, as an “at-will” employee, the services of Hale as Chief of Police for the City; and

WHEREAS, the City Manager has the authority to negotiate the terms of an employment agreement with Hale for his services as Chief of Police; and

WHEREAS, Hale and the City now desire to agree, in writing, to the terms and conditions of Hale’s employment as Chief of Police.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to the following terms:

AGREEMENT

1. **Recitals.**

The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 16 of this Agreement, Sections 1 through 16 will prevail.

2. **Effective Date.**

This Agreement shall become effective once executed by both the City and Hale (“Effective Date”).

3. **Employment Status**

The City Council has delegated the authority to appoint officers and employees of the City to the City Manager. The City Manager hereby appoints Hale to the position of Chief of Police for the City. Hale hereby accepts such appointments under the terms and conditions of this Agreement and acknowledges that he is an at-will employee of the City. Hale understands and agrees that the terms of his employment are governed solely by this Agreement. Hale further understands and agrees that this Agreement does not confer a right of employment for any specified term and that he is not entitled to due process for any disciplinary action under the City’s personnel policies and rules, including termination.

4. **Term of Agreement**

This Agreement shall be in full force and effect, starting _____, 2022, and it shall continue unless and until the City Manager or Chief of Police or the Parties terminate the agreement pursuant to the termination, severance and resignation provisions of this contract. Both the City and the Chief understand that Hale’s employment is an “at-will” employment and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate his employment with the City as provided for in this Agreement.

5. Duties and Responsibilities

The City hereby agrees to employ Hale to the position of Chief of Police for the City of Livingston, California, subject to the terms and conditions set forth herein, and Hale accepts such terms and conditions. As Chief of Police, Hale shall be responsible for the performance of the duties described in **Exhibit A**.

Hale agrees to devote his full productive time, ability, and attention to the City's business during the term of this Agreement. However, the City shall permit Hale to actively participate in community affairs and volunteer reasonable time, energy, and expertise to charitable, non-profit, public service, religious, and/or community area organizations. Hale shall keep the City Manager advised of such activities, and such activities shall not be in conflict, or appear in conflict with Hale's responsibilities as Chief of Police.

6. Residency

Hale is not required to become a resident of the City of Livingston. However, Hale agrees to reside within fifty (50) miles from City Hall during his time of employment.

7. Hours of Work

Due to the nature of the employment of the Chief of Police, unless on holiday, sick, or other approved leave, Hale is required to work a full and complete work week of at least 40 hours per week and five (5) eight (8) hour working days, and devote whatever time is necessary to fulfill his employment responsibilities and duties, with no additional consideration or payment for hours worked beyond 40 hours a week. The Parties recognize that Hale must devote a great deal of time outside normal office hours to the business of the Police Department and the City. To that end, Hale will be allowed, subject to approval by the City Manager, to adjust his work schedule as deemed appropriate to accomplish the business of the Police Department and the City.

8. Performance Evaluations

The City Manager shall review and evaluate the performance of Hale at least annually, or on any other schedule deemed appropriate by the City Manager.

9. Compensation and Benefits

a. Hale shall be paid an annual base salary of One Hundred Sixty Thousand Dollars (\$160,000), which is currently Step E under the Chief of Police Salary Schedule, less all applicable Federal, State and local withholding.

b. Hale's salary will be reviewed in conjunction with an annual performance evaluation, which shall be conducted each year approximately on the anniversary of the Effective Date of this Agreement. Hale will be subject to the City's personnel rules regarding salary and step increases, which may be modified from time to time by the City Council.

c. In addition to the compensation provided in Section 7(a) and 7(b) above, the City agrees to provide the following to Hale in consideration for the services provided pursuant to this Agreement:

- i. CalPERS Contribution: Hale will be treated as a "Classic Member," and shall be eligible for California Public Employees' Retirement System ("CalPERS") retirement benefits upon the

same terms as those benefits provided for City employees covered by the Local Safety Members Group classification for purposes of CalPERS (sworn employees). Hale shall be responsible for the employee contribution required by all safety department heads.

ii. Other Retirement Benefit: City agrees to deposit five thousand dollars (\$5,000) annually into Hale's International City Management Association Retirement Corporation ("ICMARC") Section 401 Money Purchase Plan or IRC Section 457 deferred compensation plan, or some other alternative retirement plan chosen by Hale as permitted by law. Hale may contribute additional amounts from his base salary to the retirement program. Vesting will be and remain at 100 percent (100%) from date of employment, and his ownership in said plan and program assets shall survive the termination of this Agreement and termination of employment with the City. Hale may elect to take any or all such payments by City as taxable salary during any calendar year, with such election to be made before January 1 of each year.

iii. Health Benefits: Hale shall receive the same medical, dental and vision insurance, and in lieu options afforded to all City department heads. The City will contribute the amounts negotiated for the Management and Confidential Unit toward the total premium for medical plans; Hale shall be responsible for the balance of the premium cost, if any. In case there is a difference between benefits received by department heads, Hale will receive the higher benefit.

iv. Vacation Leave: Hale shall accrue vacation leave at a rate of 6.15 hours per pay period at the time he commences employment. Hale shall be credited with Eighty (80) hours of vacation leave at the time he commences employment. Thereafter, Hale shall accrue vacation as follows:

Year 1-2	20 days
Year 3 and beyond:	25 days

Hale shall accrue vacation leave as set forth in this Section and as normally accrued by City department heads.

v. Sick Leave: Hale shall be credited with Ninety-Six (96) hours of sick leave at the time he commences employment. Hale shall accrue sick leave in accordance with the accrual schedules and City rules and regulations applicable to City department heads.

vi. Life Insurance: City shall provide Hale with Life Insurance Coverage in the amount of One Hundred Thirty Thousand Dollars (\$130,000).

- vii. Administrative Leave: Hale shall accrue administrative leave at the same rate and in the same manner as all City department heads. If there are differences in benefits received by department heads, Hale shall receive the higher benefit afforded to other department heads.
- viii. Holidays: Hale shall be entitled to observe all authorized holidays at full pay.
- ix. Floating Holiday: Hale shall be entitled to sixteen (16) hours of Floating Holidays. These hours are on a fiscal year basis and will not carry over. All unused hours will be paid out at time of termination or retirement at the rate of pay in effect.
- x. Clothing Allowance: Hale shall receive Eight Hundred Dollars (\$800) per year in uniform allowance to be paid quarterly. When Hale 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 Hale's quarterly cleaning allowance.
- xi. Social Security and Medicare: The City does not make employer or employee retirement contributions to Social Security. Hale shall be responsible for paying the employee's portion of Medicare taxes.
- xii. Other Benefits: It is the intent of this Agreement that Hale receive the same basic benefits afforded all City department heads except as modified herein. Such other benefits as would normally accrue to members of this group shall be received by Hale as well, whether set forth herein or not. Hale understands and agrees that the City makes no assurances regarding the taxability of benefits, as such issues are subject to the Internal Revenue Code and related laws.

10. Automobile

Hale's public safety duties require that he be available with law enforcement equipment to respond to threats to public safety 24-hours per day. The City shall provide a vehicle to be used by Hale for City business and reasonable personal use, as determined by the City Manager. The City shall pay all maintenance expenses for the vehicle including gas and oil. Vehicle use shall be restricted to California unless Hale receives the City Manager's approval for variance. Hale is responsible for associated fuel cost for personal use.

11. Termination of Employment and Severance

a. Hale may resign at any time and terminate his employment with the City by giving the City thirty (30) days written notice in advance of resignation. During the notice period, all the rights and obligations of the Parties under this Agreement shall remain in full force and effect. The City shall not be obligated to make any severance payment pursuant to Section

9(c) and 9(d) of this Agreement, if Hale terminates this Agreement or resigns from his position as Chief or Police.

b. The City Manager may terminate this Agreement and Hale's employment with the City with or without cause at any time. For purposes of this Agreement, the phrases "with cause" and "without cause" refer only to Hale's potential entitlement to severance, and do not grant Hale any property interest in his employment or alter the at-will nature of his employment in any way.

c. In the event City terminates Hale's employment without cause, Hale shall be entitled to severance pay of a lump sum payment equal to eighteen (18) months base salary during the first year of this Agreement, twelve (12) months base salary during the second year of this Agreement, and six (6) months base salary during the third year of this Agreement and thereafter. This severance is subject to the restrictions set forth in Government Code section 53260. In the event City terminates this Agreement, Hale shall be entitled to continued medical and dental benefits at his cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

d. Severance pay under Section 9(c) of this Agreement shall be conditioned upon Hale signing a waiver and release agreement, forever releasing and waiving any and all claims in a form acceptable to the City. Hale shall receive the severance payment under Section 9(c) in a lump sum payment, minus all applicable deductions, fifteen (15) business days after execution of the waiver and release agreement. Hale shall not receive any severance under this Agreement if such a waiver and release agreement is not executed by the Hale. Pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Agreement received by Hale from the City shall be fully reimbursed to the City if Hale is convicted of a crime involving an abuse of his office or position while employed by the City.

e. Hale shall receive payment for all accrued unused vacation leave at the time of his separation from employment.

f. If Hale is terminated "for cause," the City shall not owe any severance under this Agreement. Termination "for cause" may be for the following:

- i. Violation of administrative policies and procedures;
- ii. Failure to properly perform assigned duties by the City Manager;
- iii. Theft of City property;
- iv. Insubordination;
- v. Conviction of a felony or misdemeanor relating to Hale's fitness to perform assigned duties;
- vi. Unauthorized absence from employment;
- vii. Failure to maintain satisfactory working relationships with other employees or the public;
- viii. Improper use of City funds;
- ix. Unauthorized use of City property;
- x. Willful misconduct or malfeasance;
- xi. Any act of moral turpitude;
- xii. Other failure of good behavior, either during or outside of employment, such that Hale's conduct causes discredit to the City; and

xiii. Upon the death of Hale.

12. Indemnification

The City shall defend, hold harmless and indemnify Hale against any lawsuit pursuant to the provisions and limitations of California Government Code section 825, provided such lawsuit is against Hale for acts or omissions within the course and scope of his employment.

13. Notices

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, and addressed as follows:

City:
City Manager
City of Livingston
1416 C Street
Livingston, CA 95334

Hale:
Charles Hale
Chief of Police
1416 C Street
Livingston, CA 95334
Cc: Hale's home address on file

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

14. Bonding

The City shall bear the full cost of any fidelity or other bond required for the Chief of Police position under any law or ordinance.

15. Professional Development

The City agrees to pay the professional dues, subscriptions, travel and other business expenses of Hale reasonably necessary for his continued and full participation in national, regional and local associations, professional organizations, government groups and committees thereof for the good of the City and desirable for continued professional growth and advancement, subject to the approval of the City Manager.

16. Miscellaneous

The text herein shall constitute the entire Agreement between the Parties. This Agreement supersedes any and all other agreements, between the Parties with respect to Hale's employment as Chief of Police. This Agreement may not be modified, except by written agreement executed by both Parties and approved by the City Council.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

This Agreement shall be governed by the laws of the State of California.

The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against or in favor of either Party.

This Agreement may be executed in counterparts containing original signatures. **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year written below.

DATED: _____

Charles Hale, Chief of Police

DATED: _____

Vanessa L. Portillo, City Manager

APPROVED AS TO FORM:

Tom Hallinan, City Attorney



EXHIBIT A

Job Description

Title: Chief of Police	FLSA Status: Exempt	Created:
Supervisor: City Manager	Supervises: Police Department Staff	Revised:
Job Family: Police Services	Bargaining Unit: Contract	Approved:

JOB SUMMARY:

Under the direction of the City Manager, exercise leadership and command over the personnel, activities and operations of the City of Livingston's Police Department; administer the Department budget and approve expenditures; represent the Department at City Council meetings; provide for public safety and compliance with applicable City, County, State and federal laws; serve as acting City Manager as required; supervise and evaluate the performance of assigned personnel; work collaboratively with other municipal departments to ensure a solvent, vibrant and safe community for the City's residents and visitors; train, supervise and evaluate assigned personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Exercise command over the personnel, activities and operations of the City of Livingston's Police Department; assume executive leadership to provide for public safety and compliance with applicable City, County, State and federal laws; establish and monitor goals, objectives, standards, and operating procedures for the Department in accordance with mission of the City; serve as acting City Manager when required.
- Plan, organize, control and direct the patrolling of City streets, parks and commercial and residential areas; review, analyze, prioritize and coordinate response to emergency situations and observed or reported harmful or illegal conditions and activities by directing investigations or taking appropriate action; participate in responding to major incidents of crime.
- Serve as member and in an administrative capacity in a variety of State and local law enforcement and community-based organizations, including Merced County Law Enforcement Chiefs Association, Livingston Police Foundation, Young Life, League of Cities and One Voice.
- Coordinate, direct and participate in the inspection of major crime scenes to identify and collect potential and actual evidence; observe, interview and interrogate victims, witnesses and suspects; search suspects for drugs, weapons and other illegal articles; analyze cases and identify trends, similarities and links with other cases; present evidence and testify in court as requested.
- Train, supervise and evaluate the performance of assigned staff; recruit, select and train Department personnel; discipline members of the Department for non-compliance with rules, regulations, procedures, and lawful orders issued by the Chief or other commanding officer; terminate or suspend staff according to established guidelines and procedures; investigate and resolve grievances and other problems; assign staff duties and review work for accuracy, completeness and compliance with established standards and requirements.
- Provide leadership and work direction to staff; develop and implement effective performance measures to ensure City goals for public safety are met.
- Coordinate Police Department operations, law enforcement activities, communications and information between administrators, personnel, law enforcement organizations and various outside agencies; ensure smooth and effective communications and relations with the law enforcement community; ensure proper and timely resolution of Police Department issues and conflicts.
- Develop and administer the Department budget and approve expenditures; oversee the selection and purchase of police weapons, equipment, supplies and other items; perform cost control activities and monitor fiscal operations of the Department; justify budget requests and amendments; obtain and evaluate bid proposals and price quotations on various articles of Police Department equipment including vehicles; ensure sound fiscal practices.
- Direct and participate in the preparation and maintenance of various records, reports and files related to crimes, investigations, traffic accidents, dispatch, cases, staff and Department activities; analyze and review budgetary and

financial data; control and authorize expenditures in accordance with established limitations; ensure optimal allocation of Department resources and personnel.

- Prepare periodic, mandated and special reports for the City and State; compose press releases, articles and other publications concerning law enforcement investigations and other public safety issues; prepare and maintain a variety of records and reports related to assigned activities.
- Ensure effective communications within the Department, between the Department and City Council, and with the public; manage multi-frequency radio operations, telephones, computer systems, and 911 call center; plan, organize, control and direct operations and activities related to the emergency and non-emergency dispatch of police; direct activities to ensure proper and timely response to routine and emergency requests from City personnel and the public.
- Ensure adequate resources and personnel to meet community law enforcement needs; estimate labor and resources required for Department programs, services and activities; initiate recruitment activities and develop recruitment and retention strategies as needed; coordinate the purchase of supplies and equipment; develop and maintain replacement plans for law enforcement equipment.
- Operate and maintain a variety of specialized equipment such as law enforcement vehicles, firearms, handcuffs, leg restraints, batons, flashlights, radars, two-way radios, pepper spray and sirens; utilize standard office equipment including a computer and assigned software.
- Communicate with other law enforcement agencies, City personnel, various outside organizations and the public to exchange information, coordinate activities and resolve issues or concerns; coordinate investigations and law enforcement activities with other law enforcement agencies as needed.
- Attend, conduct and participate in various meetings as assigned; attend various conferences and training sessions; represent the City at regional meetings and conferences; serve as chair for assigned committees; prepare and deliver oral presentations concerning Police Department activities, needs and issues.
- Maintain current knowledge of City operations and issues, law enforcement activities, innovations and practices, and local, State and federal laws, codes, ordinances, regulations and pending legislature related to Police activities; drive a vehicle to conduct work.

OTHER DUTIES:

- Perform related duties as assigned.

QUALIFICATIONS:

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

Knowledge of:

- Planning, organization and direction of Police Department operations including patrol functions, traffic regulation and law enforcement activities.
- Principles, practices, procedures and techniques used in law enforcement.
- City, County, State and federal laws, codes, ordinances and regulations.
- Interviewing and interrogation techniques, rules of evidence and laws of arrest.
- Local and State standards and requirements governing Police Department activities.
- Legal definitions and terminology of major crimes.
- Requirements for effective prosecution of criminal cases.
- Operation of a variety of specialized law enforcement vehicles and equipment.
- Principles and practices of administration, supervision and training.
- City and Department operations, organization, policies and objectives.
- Budget preparation and control.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Health and safety regulations.
- First aid and CPR procedures.

Ability to:

- Plan, organize, control and direct the operations and activities of the Police Department including patrol functions, traffic regulation and law enforcement activities.

- Coordinate and direct communications, personnel, resources and information to meet City of Livingston's law enforcement needs and safeguard the lives, property and constitutional rights of the public.
- Supervise and evaluate the performance of assigned personnel
- Interpret, apply, explain and ensure proper enforcement of City, State and federal laws, codes, ordinances and regulations.
- Review, analyze, prioritize and coordinate response to emergency situations and observed or reported harmful or illegal conditions and activities by directing investigations or taking appropriate action.
- Ensure smooth and effective communications and relations with the law enforcement community.
- Monitor, analyze and modify programs, policies and procedures to enhance the effectiveness and operational efficiency of Police Department operations and activities.
- Ensure adequate resources and personnel to meet community law enforcement needs.
- Operate a variety of specialized law enforcement vehicles and equipment.
- Administer first aid and CPR as necessary.
- Communicate effectively both orally and in writing.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Establish and maintain cooperative and effective working relationships with others.
- Operate a computer and assigned office equipment.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and time lines.
- Work independently with little direction.
- Plan and organize work.
- Prepare comprehensive narrative and statistical reports.
- Direct the maintenance of a variety of reports, records and files related to assigned activities.

Education and Experience:

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

- Bachelor's degree from an accredited college or university with course work in criminology, police science, social science, business, public administration or a related field.
- Five years increasingly responsible law enforcement experience including responsible supervisory municipal police work at the level of police lieutenant or above. Experience must have included personnel administration and evaluation of staff.

Licenses, Certifications and other Requirements:

- Valid California Class C driver's license.
- Valid First Aid and CPR certification issued by an authorized agency.
- Completion of Federal Bureau of Investigation's National Academy P.O.S.T Executive Development Certification.

Desirable:

- Master's degree from an accredited college or university with course work in criminology, police science, social science, business, public administration or a related field.
- Completion of Command College Program.

WORKING CONDITIONS:

Work Environment:

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

Physical Demands:

- Dexterity of hands and fingers to operate various law enforcement equipment.
- Hearing and speaking to exchange information.
- Climbing stairs, ladders and over obstacles.
- Reaching overhead, above the shoulders and horizontally.
- Walking and running over rough or uneven surfaces.
- Seeing to patrol and read a variety of materials.

- Sitting or standing or standing for extended periods of time.
- Bending at the waist, stooping, kneeling or crouching.
- Lifting, carrying, pushing or pulling heavy objects or individuals as assigned by the position.
- Physical agility and stamina.

Hazards:

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

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



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254