



## **CITY COUNCIL REGULAR MEETING AGENDA DECEMBER 19, 2023 7:00 P.M.**

**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 REGULAR MEETING WILL BE STREAMED ON YOUTUBE LIVE**  
[https://www.youtube.com/channel/UCB\\_ZmQZIHlH-ECEPZ2VwZg](https://www.youtube.com/channel/UCB_ZmQZIHlH-ECEPZ2VwZg)

Notice is hereby given that the City Council will hold a Regular Meeting on December 19, 2023, at the City Council Chambers, 663 Main Street, Livingston, California. 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](mailto: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).

## CALL TO ORDER

Next Resolution No.: 2023-84  
Next Ordinance No.: 652

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

## CITIZEN COMMENTS

*This section of the agenda allows members of the public to address the City Council on any item NOT 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.*

## ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

City Staff Announcements and Reports.

City Manager Announcements and Reports.

City Council Members' Announcements and Reports.

Mayor's Announcements and Reports.

### **Jatinder Mann**

- City Council Alternate Liaison - Parks, Recreation and Arts Commission – **Jatinder Mann**
- Merced Integrated Regional Water Management Plan (MIRWMA) – **Jatinder Mann, Representative and Jason Roth, Alternate Representative.**
- Central Valley Division League of California Cities – **Maria Soto, Representative and Jatinder Mann, Alternate.**

### **Jason Roth**

- City Council Liaison - Livingston Planning Commission – **Jason Roth**
- Special City Selection Committee of the San Joaquin Valley Air Pollution Control Board – **Jason Roth, Representative and Gurpal Samra, Alternative.**
- Merced Integrated Regional Water Management Plan (MIRWMA) – **Jatinder Mann, Representative and Jason Roth, Alternate Representative.**

**Maria Soto**

- Merced County Local Agency Formation Commission (LAFCO) – **Maria Soto, Representative.**
- Central Valley Division League of California Cities – **Maria Soto, Representative and Jason Roth, Alternate.**

**Gurpal Samra**

- Merced County Mosquito Abatement District Board of Directors – **Gurpal Samra, Representative and Jason Roth, Alternate.**

**Jose Moran**

- Merced County Association of Governments (MCAG) Governing Board – **Jose Moran, Representative and Gurpal Samra, Alternate.**
- City Council Liaison - Parks, Recreation and Arts Commission – **Jose Moran.**
- Utility Stakeholders Committee – **Jose Moran and Gurpal Samra.**

**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 a member of the public, the City Manager or City Council Member. There will be no separate discussion of these items unless members of the public, City Council or City Manager request that specific items be removed. Public comment on consent agenda items shall be limited to three (3) minutes per-person regardless of the number of items contained within the consent agenda.*

1. RATIFY CHECK WARRANTS  
Ratify Warrant Register Dated November 15, 2023.
2. City Treasurer’s Investment Report for the Month Ending November 30, 2023.
3. Consideration of a Resolution Authorizing the Interim City Manager to Execute an Agreement with GovInvest, Inc. For Financial Modeling Software. Staff Recommendation: Approve Resolution.
4. Consideration of a Resolution Adopting the Master Salary Schedule Establishing the State Mandated Minimum Wage Increase for Employees Working Within the City of Livingston Effective January 1, 2024. Staff Recommendation: Approve Resolution.
5. Consideration of a Resolution Approving the Payment of Bonds for City Employees as Required by the Livingston Municipal Code. Staff Recommendation: Approve Resolution.
6. Consideration of a Resolution Formalizing the Sister City Partnership Between the City of Jalostotitlan, Jalisco, Mexico and the City of Livingston, California, United States of America
7. Consideration of a Resolution Authorizing the Interim City Manager to Execute a Professional Services Agreement with Bryant L. Jolley Certified Public Accountants and Approve a Supplemental Appropriation of \$40,000 Per Fiscal Year for Funding

## **PUBLIC HEARINGS**

8. Consideration of an Ordinance of the City Council of the City of Livingston Amending Chapter 7, of Title 1, Establishing Section 1-7-6 City Clerk Responsibilities and Section 1-7-7 Deputy City Clerk Responsibilities. Staff Recommendation: Waive the Second Reading and Adopt Ordinance by Title Only, Open the Public Hearing, Close the Public Hearing and Approve the Ordinance as Presented.

## **DISCUSSION AND POTENTIAL ACTION ITEMS**

9. Discussion and Direction Regarding the July 4<sup>th</sup> Celebration.

## **COUNCIL DIRECTION ON FUTURE AGENDA ITEMS**

## **ADJOURNMENT**



**AGENDA ITEM:** Warrant Register December 15, 2023  
**MEETING DATE:** December 19, 2023  
**PREPARED BY:** Nancy Fuentes, Accounting Technician  
**REVIEWED BY:** Christopher Lopez, Interim City Manager

**RECOMMENDATION:**

Ratify the warrant register dated December 15, 2023

**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 22- December 15, 2023**

<b>GENERAL WARRANTS.....</b>	<b>\$</b>	<b>792,091.32</b>	<b>10202-10291</b>
<b>PAYROLL/WIRE WARRANTS.....</b>	<b>\$</b>	<b>555,899.63</b>	<b>2953-2981</b>
<b>TOTAL WARRANTS.....</b>	<b>\$</b>	<b>1,347,990.95</b>	

**ATTACHMENTS:**

Warrant Register (detailed by date and check number)

# Accounts Payable

## Checks by Date - Summary by Check Date

User: nfuentes  
 Printed: 12/15/2023 11:05 AM



**City of Livingston**  
 1416 C Street  
 Livingston, CA 95334

Check No	Vendor No	Vendor Name	Check Date	Check Amount
10202	1309	Aleshire & Wynder LLP	12/05/2023	87,002.50
10203	1307	Amazon Capital Services	12/05/2023	323.56
10204	915	Applegate Teeples Drilling Co., Inc.	12/05/2023	5,391.25
10205	909	Canon Financial Services, Inc.	12/05/2023	137.86
10206	1040	Flock Safety	12/05/2023	22,500.00
10207	1345	Debbie Granado Vasquez	12/05/2023	150.00
10208	1170	Martin Marietta Materials, Inc.	12/05/2023	772.79
10209	477	Tommy Mejia	12/05/2023	10,000.00
10210	450	S & A Manufacturing	12/05/2023	938.65
10211	208	Saenz Pest Control, Inc.	12/05/2023	127.00
10212	307	Shred-It, C/O Stericycle, Inc.	12/05/2023	340.33
10213	309	St. Francis Electric	12/05/2023	1,339.00
Total for 12/5/2023:				129,022.94
10214	422	U.S. Bank Corporate Payment Systems	12/08/2023	21,366.86
Total for 12/8/2023:				21,366.86
10215	434	AFSCME District Council 57	12/15/2023	534.38
10216	UB*02053	JAIME ALVAREZ	12/15/2023	244.86
10217	396	American Fidelity Assurance	12/15/2023	3,159.50
10218	397	American Fidelity Assurance Company	12/15/2023	883.30
10219	393	California State Disbursement Unit	12/15/2023	1,909.19
10220	UB*02056	CINDY CHA	12/15/2023	9.41
10221	UB*02054	ELIZABETH GONZALEZ	12/15/2023	333.81
10222	UB*02055	HILDA GONZALEZ & JOSE LARA	12/15/2023	305.48
10223	612	Livingston Peace Officers Association	12/15/2023	1,898.00
10224	437	Operating Engineers Local 3	12/15/2023	357.00
10225	438	Operating Engineers Local Union No.3	12/15/2023	612.00
10226	UB*02052	PAVEMENT COATINGS CO	12/15/2023	718.04
10227	405	Premier Access Insurance Company	12/15/2023	4,187.30
10228	598	Standard Insurance Company RB	12/15/2023	2,692.49
10229	1284	State of California	12/15/2023	130.16
10230	564	Texas Life Insurance	12/15/2023	179.58
10231	608	Vision Service Plan- CA	12/15/2023	418.18
10232	251	ABS Direct, Inc.	12/15/2023	1,509.67
10233	1307	Amazon Capital Services	12/15/2023	17.12
10234	193	BSK Associates	12/15/2023	1,468.00
10235	660	Calgon Carbon Corporation	12/15/2023	1,229.43
10236	909	Canon Financial Services, Inc.	12/15/2023	362.94
10237	884	Monica Cisneros	12/15/2023	135.97
10238	1239	Clark Pest Control of Stockton, Inc.	12/15/2023	41.00
10239	447	Conco West, Inc	12/15/2023	57,909.15
10240	1287	Consolidated Electircal Distributors, INC.	12/15/2023	5,301.30
10241	1385	Crescent Supply Company	12/15/2023	163.30
10242	293	Department of Justice Accounting Office	12/15/2023	1,876.98

Check No	Vendor No	Vendor Name	Check Date	Check Amount
10243	455	Ernest Packaging Solutions	12/15/2023	1,925.98
10244	258	Ewing Irrigation Products, Inc.	12/15/2023	1,209.81
10245	163	EZ Auto Supply	12/15/2023	117.63
10246	420	Frantz Wholesale Nursery, LLC.	12/15/2023	603.40
10247	188	Frontier	12/15/2023	2,559.12
10248	164	Garza Tire & Wheel, Inc	12/15/2023	619.28
10249	262	Gilton Solid Waste	12/15/2023	8,380.90
10250	813	Government Leasing and Finance, Inc.	12/15/2023	238,044.16
10251	963	Hanson Bridgett LLP	12/15/2023	3,960.00
10252	436	HLP, Inc.	12/15/2023	4,137.60
10253	267	Hoffman Security	12/15/2023	168.00
10254	593	Horizon	12/15/2023	2,192.71
10255	1386	Esmeralda Hurtado	12/15/2023	65.00
10256	786	J.B, Anderson Land Use Planning	12/15/2023	8,811.05
10257	675	Lance, Soll & Lunghard, LLP	12/15/2023	2,500.00
10258	461	LEAF	12/15/2023	815.75
10259	402	Liebert Cassidy Whitmore	12/15/2023	3,461.50
10260	522	Merced County Assessor's Office	12/15/2023	180.00
10261	180	Mission Linen Service	12/15/2023	156.08
10262	431	Monte Vista Small Animal Hospital	12/15/2023	1,526.14
10263	199	Northstar Chemical	12/15/2023	2,030.51
10264	949	Nova Heating and Air Conditioning	12/15/2023	175.00
10265	302	Office Depot, Inc./ODP Business Solutions.	12/15/2023	182.12
10266	780	Lorena Ortegon	12/15/2023	150.00
10267	1147	PAC Machine Company, INC.	12/15/2023	9,999.20
10268	1342	Pavement Coating Co.	12/15/2023	170,115.31
10269	203	PG&E	12/15/2023	601.71
10270	273	Potential Electric Inc.	12/15/2023	18,008.78
10271	605	Razzari Auto Centers	12/15/2023	17.64
10272	265	Resourceability	12/15/2023	1,336.72
10273	386	S & N Auto Services, INC.	12/15/2023	480.00
10274	691	Seegers Printing	12/15/2023	113.67
10275	739	Self- Help Enterprises	12/15/2023	1,402.04
10276	1387	Sukhraj Singh	12/15/2023	60.00
10277	323	Springbrook Holding Company LLC	12/15/2023	2,035.00
10278	309	St. Francis Electric	12/15/2023	475.00
10279	412	State of California Department of Transport	12/15/2023	665.06
10280	836	State Water Resources Control Board	12/15/2023	52,046.00
10281	609	T & T Valve and Instrument	12/15/2023	2,313.20
10282	284	Trans Union LLC	12/15/2023	162.70
10283	391	Ramon Trujillo	12/15/2023	90.00
10284	313	U.S. Bank Equipment Finance	12/15/2023	449.00
10285	1150	Jack Berry Valley 29 Electric, LLC	12/15/2023	210.00
10286	314	Valley Coffee & Water	12/15/2023	64.85
10287	367	Verizon Wireless	12/15/2023	1,702.74
10288	1370	Villa's Mexican Grill	12/15/2023	578.62
10289	287	West Coast Code Consultants, Inc.	12/15/2023	550.00
10290	210	WGR Southwest, Inc.	12/15/2023	4,870.00
10291	597	Work Wellness	12/15/2023	795.00
Total for 12/15/2023:				641,701.52
Report Total (90 checks):				792,091.32



## ELECTED OFFICIAL'S REPORT

**AGENDA ITEM:** Treasurer's Report: November 2023  
**MEETING DATE:** December 19, 2023  
**PREPARED BY:** Katherine Schell Rodriguez – Elected City Treasurer

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### **RECOMMENDATION:**

Receive and File Treasurer's Report for the month ending November 30, 2023.

### **BACKGROUND:**

The Treasurer's Report is required to be presented to the governing body.

### **DISCUSSION:**

Total Cash and City Investments including cash in the bank, and cash in the Local Agency Investment Fund is \$39,911,165.12 and represents a 1.19% decrease from the previous month.

The attached Treasurer's report is a "snapshot" report of our cash position on the last day of the month in all our accounts per Bank Statements.

### **FISCAL IMPACT:**

None.

### **ATTACHMENTS:**

November 30<sup>th</sup> Treasurer's Report with signature





# TREASURER'S REPORT

Bank Statement Period Ending Nov. 30, 2023  
 Report Date Dec. 13, 2023  
 Meeting Date Jan. 02, 2024

The following cash and investment information pertains to the period ending per Bank Statements

Institution	Acct#	Investment Type	Average Monthly Yeild %	Balance NOVEMBER
State of California LAIF (Local Agency Investment Fund)	xx-xx-463	Pooled	3.843%	39,563,032.34
<b>Non Interest Bearing Items</b>				
Farmers & Merchants Bank	xxxxxx5801	Operating Account	N/A	223,922.98
Farmers & Merchants Bank	xxxxxx6601	Payroll Account	N/A	17,868.67
Farmers & Merchants Bank	xxxxxx8201	Web Payments Account	N/A	106,341.13
<b>Subtotal F&amp;M Bank</b>			<b>Subtotal</b>	<b>348,132.78</b>
<b>Total Cash &amp; Investments</b>			<b>Totals</b>	<b>39,911,165.12</b>

Notes

- 1) There are currently no Investments, In an Institution, with a Maturity Date, and/or a Maturity Date of 12 Months or More. The City's Portfolio consists of Non Interest Bearing Items in F&M Bank, and funds deposited with the State Local Investment Agency (LAIF)
- 2) Percentage Yield Rate from the LAIF Website "PMIA Average Monthly Yield"
- 3) The Average Daily Balance in F & M Bank for the month was \$713,647.98 per statements

Prepared By:

*Katherine Schell-Rodriguez*  
 \_\_\_\_\_  
 Katherine Schell-Rodriguez City Treasurer



## STAFF REPORT

**AGENDA ITEM:** GovInvest, Inc. Agreement for Financial Modelling Software

**MEETING DATE:** December 19, 2023

**PREPARED BY:** Christopher Lopez, Interim City Manager

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### **RECOMMENDATION:**

Staff recommends council adopt the resolution authorizing the Interim City Manager to execute an agreement with GovInvest, Inc. for labor costing software services and managed services at an annual cost of \$8,300 for a three-year term.

### **BACKGROUND:**

The City of Livingston entered into an initial agreement with GovInvest in 2020 to assist staff in labor costing, analysis, and budgeting. The partnership with GovInvest has resulted in seamless integration with our current systems, and there now exists an opportunity to incorporate labor costing and projections in preparation for negotiations that are scheduled to occur in 2024. The software itself is used to forecast personnel costs which is helpful as the City has a handful of associations with various benefits and pay for specific members. The amendment will allow for technical support in preparing comprehensive reports and presentations on employee costs in addition to helping with negotiation scenario analysis and updates for the City of Livingston.

### **DISCUSSION:**

Since its inception in 2014, GovInvest has provided clients with the ability to run financial forecasting through their software platform. The GovInvest platform allows for real time projections which are critical to manage pension, Other Post Employment Benefits (OPEB), and comprehensive labor costs. GovInvest allocates personnel in order to integrate its existing systems so that staff can fully utilize its system and tailor the software to the needs of the City. During negotiations, and in order to provide the full context and expense of any Memorandum of Understanding (MOU) proposal, staff will typically cost out the full extent of all expenses within the MOU. This allows the Council to make policy decisions with fully burdened expenses known on the front side and prior to making a final decision.

It is important to note that while MOUs may have different benefits to their respective association members, the GovInvest platform allows for all of these expenses to be captured.

The service agreement expense represents the amount that will be due to GovInvest, Inc. in the amount of \$18,285.00. Staff have processed a payment in the amount of \$6,615.00. This is why the total agreement amount is less than \$24,900.

### **FISCAL IMPACT:**

The total annual cost for the GovInvest platform is \$8,300 of which a payment in the amount of \$6,615.00 has been processed by staff. This cost was included in the FY 23/24 Budget.

**ATTACHMENTS:**

1. Resolution
2. GovInvest Agreement

**RESOLUTION NO. 2023-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON  
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH GOVINVEST, INC FOR FINANCIAL MODELLING  
SOFTWARE**

**WHEREAS**, the City of Livingston Finance and Human Resources desires to have specialized software to help with financial modeling for personnel and labor expenses; and

**WHEREAS**, the City of Livingston began utilizing GovInvest, Inc. in 2020 for budget and personnel modelling;

**WHEREAS**, on the first amendment will allow the City of Livingston staff to continue using GovInvest, Inc. software for personnel costing, budget modelling, and accurately project future personnel costs. In addition, GovInvest, Inc. will provide managed services to assist with negotiation scenario analysis and updates.

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

Section 1. The City Council authorizes the Interim City Manager to execute the agreement with GovInvest, Inc.

Section 2. This resolution will become effective immediately.

I hereby certify that the foregoing Resolution No. 2023- \_\_\_\_ is a full, true and correct copy of a resolution duly passed and adopted by City Council of the City of Livingston at a regular meeting thereof duly held on 19<sup>th</sup> day of December, 2023, by the vote recorded as follows:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
Jose A. Moran, Mayor  
of the City of Livingston

ATTEST:

\_\_\_\_\_  
Monica Cisneros, Deputy City Clerk  
of the City of Livingston

**APPROVED AS TO LEGAL FORM**

---

Roy C. Santos, City Attorney

**CITY OF LIVINGSTON  
CONTRACT PROFESSIONAL SERVICES AGREEMENT**

THIS CONTRACT PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into on October 6<sup>th</sup> 2023, by and between the CITY OF LIVINGSTON, a municipal corporation ("City") and GOVINVEST INC (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of \$18,285 (Eighteen Thousand Two Hundred and Eighty-Five Dollars) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **3. PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding 3 years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for 2 additional one-year terms.]

#### **4. COORDINATION OF WORK**

4.1 Representative of Consultant. Nick Martin, Director of Finance and Operations is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. \_\_\_\_\_ [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

#### **5. INSURANCE AND INDEMNIFICATION**



5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

## 5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified

Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

### **6.3 Confidentiality and Release of Information**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. section 101, such documents and materials are hereby deemed “works made for hire” for the City.

## 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Merced, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## 8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Livingston, 1416 C Street, Livingston, CA 95334, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[Signatures On The Following Page]**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF LIVINGSTON, a municipal corporation

\_\_\_\_\_  
Christopher Lopez, Interim City Manager

**ATTEST:**

\_\_\_\_\_  
Monica Cisneros, Deputy City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Roy C. Santos, City Attorney

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: Nick Martin

Title: Director of Finance & Operations

Address: GovInvest Inc.

8605 Santa Monica Blvd PMB 52465

West Hollywood, CA 90069

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MERCED

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
 (NAME OF PERSON(S) OR ENTITY(IES))  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MERCED

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following services:**
  - A. Access to the GovInvest Labor Costing Module for a three-year term
  - B. Provide up to ten hours of managed services per year to assist with negotiation scenario analysis and updates
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A. Comprehensive software platform that allows agencies to run detailed employee-based scenarios around labor costs.
  - B. Annual reports and presentations on employee cost stemming from scenarios requested through the managed services process.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
  - A. Quarterly business reviews that will be recorded with key city staff to make sure all elements of the software and projects stay on track.
  
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
  
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A. Max Stoff, Director of Customer Success
  - B. Ron Broere, Account Manager
  - C. Shareen Baker, Customer Success Manager

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following Services at the following rates:**

		<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b>A.</b>	<b>Yearly Access to the GovInvest Labor Costing Module</b>	<b>\$6,300</b>	<b>Annual</b>	<b>\$12,285</b>
<b>B.</b>	<b>Yearly Managed Services Up To 10 Hours</b>	<b>\$2,000</b>	<b>Annual</b>	<b>\$6,000</b>

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

**IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

**V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services timely in accordance with the following schedule:**

		<b><u>Days to Perform</u></b>	<b><u>Deadline Date</u></b>
<b>A.</b>	<b>Yearly Access to the GovInvest Labor Costing Module</b>	365	10/19/2024
<b>B.</b>	<b>Yearly Managed Services Up To 10 Hours</b>	365	10/19/2024

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.** Comprehensive software platform that allows agencies to run detailed employee-based scenarios around labor costs.
- B.** Annual reports and presentations on employee cost stemming from scenarios requested through the managed services process.
- C.** Annual Managed Services – consulting hours that have not been utilized will be credited to future years for consulting support.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



## STAFF REPORT

**AGENDA ITEM:** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON ADOPTING THE MASTER SALARY SCHEDULE ESTABLISHING THE STATE MANDATED MINIMUM WAGE INCREASE FOR EMPLOYEES WORKING WITHIN THE CITY OF LIVINGSTON EFFECTIVE JANUARY 1, 2024.

**MEETING DATE:** December 19, 2024

**PREPARED BY:** Arcelia Cruz, Human Resources Coordinator

**REVIEWED BY:** Christopher Lopez; Interim City Manager

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### **RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2023-\_\_\_\_, establishing a City of Livingston Master Salary Schedule confirming rates/ranges for all City of Livingston established positions and updating the salary for the applicable classifications to conform to the state mandated minimum wage increase that will be effective January 1, 2024.

### **BACKGROUND AND DISCUSSION:**

The City Council approves all salary schedules which include classification titles and pay rates/ranges at the time a Memorandum of Understanding (MOU) for each bargaining unit is approved; when updates to the Employment and Benefit Policies for Unrepresented Employees are approved; or when specific wage and classification title adjustments are needed. Also, in order to confirm that the California Public Employees' Retirement System (CalPERS) will appropriately consider City of Livingston employee compensation earnable when calculating retirement benefits, the City of Livingston's Salary Schedule is required to be formally adopted by the City Council in a public meeting.

The City of Livingston's Salary Schedule will now reflect California minimum wage increase effective January 1, 2024.

### **DISCUSSION:**

Senate Bill 3, approved by the governor on April 4, 2016, amended Section 1182.12 of the State of California relating to wages. Section 1182.12 of the Labor Code is amended to read:

*"(a) Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.*

*(b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be less than the amounts set forth in this subdivision, except when the scheduled increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).*



*(1) For any employer who employs 26 or more employees, the minimum wage shall be as follows:*

*(A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour.*

*(B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars (\$11) per hour.*

*(C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars (\$12) per hour.*

*(D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.*

*(E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars (\$14) per hour.*

*(F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.*

*(2) For any employer who employs 25 or fewer employees, the minimum wage shall be as follows:*

*(A) From January 1, 2018, to December 31, 2018, inclusive,—ten dollars and fifty cents (\$10.50) per hour.*

*(B) From January 1, 2019, to December 31, 2019, inclusive,—eleven dollars (\$11) per hour.*

*(C) From January 1, 2020, to December 31, 2020, inclusive,—twelve dollars (\$12) per hour.*

*(D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen dollars (\$13) per hour.*

*(E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen dollars (\$14) per hour.*

*(F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.*

Resolution No. 2023-\_\_\_\_, has been prepared to implement the minimum wage increase effective January 1, 2024.

**FISCAL IMPACT:**

There is minimal fiscal impact associated with the adoption of the City of Livingston Master Employee Salary Schedule.

**ATTACHMENTS:**

1. Resolution No. 2023-\_\_\_\_
2. City of Livingston Master Salary Schedule REVISED EXHIBIT "A"
3. News Release Department of Industrial Relations – Release Number 2023-66 Dated September 26, 2023
4. Department of Finance Determination and Certification
5. Senate Bill No.3

**RESOLUTION NO. 2023-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON ADOPTING THE MASTER SALARY SCHEDULE ESTABLISHING THE STATE MANDATED MINIMUM WAGE INCREASE FOR EMPLOYEES WORKING WITHIN THE CITY OF LIVINGSTON EFFECTIVE JANUARY 1, 2024.**

**WHEREAS**, Staff recommends that the City Council approves and adopts the Master Salary Schedule confirming rates/ranges for all City of Livingston established positions and updating the salary for the applicable classifications to conform to the state mandated minimum wage increase that will be effective January 1, 2024.

**WHEREAS**, Senate Bill 3, approved by the Governor on April 4, 2016 amended Section 1182.12 of the State of California Labor Code relating to wages, specifically to increase the minimum wage for all industries to not be less than specified amounts to be increased from January 1, 2017, to January 1, 2024, inclusive, for employers employing 26 or more employees, except when the scheduled increases are temporarily suspended by the Governor, based on certain determinations; and

**WHEREAS**, the state minimum wage rate effective January 1, 2024 increases from \$15.50 per hour to \$16.00 per hour. Proposed Master Salary Schedule increases applicable classifications to ensure the hourly rate is equal to or greater than \$16.00 per hour.

**NOW, THEREFORE, BE IT RESOLVED:** That the City Council of the City of Livingston hereby Adopt City of Livingston Employee Master Salary Schedule, **EXHIBIT "A"** attached hereto and made a part herein.

I hereby certify that the foregoing Resolution No. 2023-\_\_\_\_\_ is a full, true and correct copy of a resolution duly passed and adopted by City Council of the City of Livingston at a regular meeting thereof duly held on 19<sup>th</sup> day of December, 2023, by the vote recorded as follows:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
Jose A. Moran, Mayor  
of the City of Livingston

ATTEST:

\_\_\_\_\_  
Monica Cisneros, Deputy City Clerk

**APPROVED AS TO LEGAL FORM**

---

Roy C. Santos, City Attorney

MASTER SALARY SCHEDULE  
Effective July 1, 2023

Approved by Council on 07/18/2023

CLASSIFICATION	Bargaining Group	Type	A	B	C	D	E	F
Account Clerk	Clerical	Hourly	17.55	18.43	19.35	20.31	21.33	22.40
		Monthly	3,041.67	3,193.75	3,353.44	3,521.11	3,697.17	3,882.03
		Annually	36,500.05	38,325.06	40,241.31	42,253.36	44,366.04	46,584.35
Accountant I	Mgmt./Confidential	Hourly	28.24	29.65	31.13	32.69	34.32	
		Monthly	4,894.71	5,139.44	5,396.41	5,666.23	5,949.55	
		Annually	58,736.48	61,673.30	64,756.97	67,994.82	71,394.56	
Accountant II	Mgmt./Confidential	Hourly	32.69	34.32	36.04	37.84	39.73	
		Monthly	5,665.75	5,949.04	6,246.49	6,558.81	6,886.75	
		Annually	67,988.99	71,388.44	74,957.86	78,705.75	82,841.04	
Accounting Technician	Clerical	Hourly	20.85	21.90	22.99	24.14	25.35	26.61
		Monthly	3,614.47	3,795.19	3,984.95	4,184.20	4,393.41	4,613.08
		Annually	43,373.61	45,542.29	47,819.41	50,210.38	52,720.90	55,356.94
Administrative Analyst	Clerical	Hourly	24.78	26.02	27.32	28.69	30.12	31.63
		Monthly	4,295.42	4,510.19	4,735.70	4,972.49	5,221.11	5,482.17
		Annually	51,545.07	54,122.32	56,828.44	59,669.86	62,653.35	65,786.02
Administrative Analyst PW	Clerical	Hourly	24.78	26.02	27.32	28.69	30.12	31.63
		Monthly	4,295.42	4,510.19	4,735.70	4,972.49	5,221.11	5,482.17
		Annually	51,545.07	54,122.32	56,828.44	59,669.86	62,653.35	65,786.02
Administrative Assistant	Clerical	Hourly	21.37	22.44	23.57	24.74	25.98	27.28
		Monthly	3,704.97	3,890.22	4,084.73	4,288.96	4,503.41	4,728.58
		Annually	44,459.61	46,682.59	49,016.72	51,467.55	54,040.93	56,742.98
Administrative Services Manager	Mgmt./Confidential	Hourly	30.16	31.67	33.25	34.91	36.66	
		Monthly	5,227.25	5,488.61	5,763.04	6,051.20	6,353.76	
		Annually	62,727.01	65,863.36	69,156.53	72,614.35	76,245.07	
Assistant Planner	Unrepresented	Hourly	24.05	25.25	26.52	27.84	29.23	
		Monthly	4,168.75	4,377.19	4,596.05	4,825.85	5,067.15	
		Annually	50,025.04	52,526.29	55,152.61	57,910.24	60,805.75	
Building Official	Unrepresented	Hourly	20.56	21.59	22.67	23.81	25.00	
		Monthly	3,564.48	3,742.70	3,929.83	4,126.33	4,332.64	
		Annually	42,773.71	44,912.39	47,158.01	49,515.91	51,991.71	
Chief of Police	Unrepresented	Hourly	64.53	67.78	71.15	74.71	78.44	
		Monthly	11,185.89	11,745.18	12,332.44	12,949.06	13,596.51	
		Annually	134,230.63	140,942.16	147,989.27	155,388.73	163,158.17	
City Clerk	Elected	Hourly						
		Monthly	100.00					
		Annually						
City Council	Elected	Hourly						
		Monthly	300.00					
		Annually						
City Manager	Unrepresented	Hourly	72.30	76.10	80.11	84.32	88.76	
		Monthly	12,531.18	13,190.71	13,884.96	14,615.75	15,385.09	
		Annually	150,374.14	158,288.57	166,619.55	175,389.00	184,620.00	
City Treasurer	Elected	Hourly						
		Monthly	60.00					
		Annually						
Code Compliance Officer	LPDA	Hourly	24.91	26.16	27.46	28.84	30.28	
		Monthly	4,317.76	4,533.65	4,760.33	4,998.35	5,248.26	
		Annually	51,813.12	54,403.78	57,123.96	59,980.18	62,976.17	
Community Development Director	Mgmt./Confidential	Hourly	52.39	55.01	57.76	60.65	63.68	
		Monthly	9,081.33	9,535.39	10,012.16	10,512.77	11,038.41	
		Annually	108,975.92	114,424.71	120,145.95	126,153.24	132,460.91	
Communications/Records Manager	Mgmt./Confidential	Hourly	28.00	27.30	28.66	30.09	31.60	
		Monthly	4,505.94	4,731.24	4,967.80	5,216.19	5,477.00	
		Annually	54,071.30	56,774.87	59,613.61	62,594.29	65,724.00	
Community Service Officer	Unrepresented	Hourly	19.57	20.55	21.58	22.66	23.79	
		Monthly	3,392.92	3,562.56	3,740.69	3,927.73	4,124.11	
		Annually	40,715.01	42,750.76	44,888.30	47,132.71	49,489.35	
Custodian I	AFSCME/Public Works	Hourly	16.97	16.78	17.60	18.48	19.44	
		Monthly	2,767.27	2,906.63	3,050.94	3,200.46	3,364.63	
		Annually	33,207.29	34,867.66	36,610.94	38,441.48	40,369.66	
Custodian II	AFSCME/Public Works	Hourly	18.35	19.27	20.23	21.25	22.31	
		Monthly	3,181.30	3,340.37	3,507.39	3,682.76	3,866.89	
		Annually	38,175.64	40,084.42	42,088.64	44,193.08	46,402.73	
Director of Public Works	Unrepresented	Hourly	50.76	53.30	55.96	58.76	61.70	
		Monthly	8,797.95	9,237.85	9,699.75	10,184.73	10,693.97	
		Annually	105,575.46	110,854.23	116,396.94	122,216.79	128,327.63	
Executive Assistant to the City Manager	Mgmt./Confidential	Hourly	28.99	28.34	29.76	31.25	32.81	
		Monthly	4,679.06	4,913.01	5,158.66	5,416.59	5,687.42	
		Annually	56,148.68	58,956.12	61,903.92	64,999.12	68,242.08	
Executive Assistant /Deputy City Clerk	Mgmt./Confidential	Hourly	28.96	30.40	31.92	33.52	35.20	
		Monthly	5,018.92	5,269.87	5,533.36	5,810.03	6,100.53	
		Annually	60,227.07	63,238.42	66,400.34	69,720.36	73,206.36	
Finance Director/Assistant City Manager	Unrepresented	Hourly	57.42	60.29	63.31	66.47	69.79	
		Monthly	9,952.72	10,450.36	10,972.88	11,521.52	12,097.60	
		Annually	119,432.66	125,404.29	131,674.50	138,258.23	145,171.14	
Human Resources Coordinator	Mgmt./Confidential	Hourly	31.94	33.53	35.21	36.97	38.82	
		Monthly	5,535.75	5,812.54	6,103.17	6,408.33	6,728.74	
		Annually	66,429.06	69,750.51	73,238.04	76,899.94	80,744.94	
Lead Maintenance Worker	AFSCME/Public Works	Hourly	25.31	26.57	27.90	29.30	30.76	
		Monthly	4,386.79	4,608.13	4,836.44	5,072.28	5,322.18	
		Annually	52,641.53	55,297.61	58,037.29	60,839.15	63,665.11	
		Hourly	25.31	26.57	27.90	29.30	30.76	

Lead Parks/landscape Worker	AFSCME/Public Works	Monthly	4,386.79	4,606.13	4,836.44	5,079.25	5,332.18	
		Annually	52,641.53	55,273.61	58,037.29	60,939.15	63,986.11	
Maintenance Mechanic	AFSCME/Public Works	Hourly	24.14	25.35	26.61	27.94	29.34	
		Monthly	4,184.05	4,393.25	4,612.92	4,843.56	5,085.74	
		Annually	50,208.62	52,719.05	55,355.00	58,122.75	61,028.89	
Maintenance Worker I	AFSCME/Public Works	Hourly	19.33	20.30	21.32	22.38	23.60	
		Monthly	3,351.39	3,518.96	3,694.91	3,879.66	4,073.84	
		Annually	40,216.72	42,227.58	44,338.94	46,555.89	48,883.68	
Maintenance Worker II	AFSCME/Public Works	Hourly	22.39	23.51	24.68	25.92	27.21	
		Monthly	3,880.32	4,074.33	4,279.05	4,491.95	4,715.55	
		Annually	46,563.82	48,892.01	51,336.61	53,903.44	56,588.61	
Office Assistant I	Clerical	Hourly	16.97	16.78	17.60	18.48	19.41	20.38
		Monthly	2,767.27	2,996.63	3,059.94	3,203.46	3,363.69	3,531.64
		Annually	33,207.20	34,867.66	36,640.04	38,441.48	40,363.56	42,384.74
Office Assistant I	Clerical	Hourly	18.00	18.80	17.64	18.52	19.45	20.42
		Monthly	2,773.33	2,912.00	3,057.60	3,210.48	3,371.00	3,539.55
		Annually	33,280.00	34,944.00	36,691.20	38,525.76	40,452.00	42,474.65
Police Lieutenant	Supervisory	Hourly	59.87	62.86	66.01	69.31	72.77	
		Monthly	10,377.63	10,896.51	11,441.34	12,013.40	12,614.07	
		Annually	124,531.54	130,758.12	137,296.02	144,160.82	151,368.86	
Police Commander	Supervisory	Hourly	36.58	38.41	40.33	42.34	44.46	
		Monthly	6,340.32	6,657.34	6,990.20	7,339.71	7,706.70	
		Annually	76,083.86	79,888.05	83,882.46	88,076.58	92,480.41	
Police Corporal	LPOA	Hourly	34.75	36.48	38.31	40.22	42.23	
		Monthly	6,022.48	6,323.61	6,639.79	6,971.76	7,320.37	
		Annually	72,269.79	75,883.28	79,677.45	83,661.32	87,844.39	
Police Corporal w/Degree	LPOA	Hourly	36.50	38.33	40.24	42.26	44.37	
		Monthly	6,327.14	6,643.49	6,975.67	7,324.45	7,690.67	
		Annually	75,925.62	79,721.90	83,708.00	87,893.40	92,288.07	
Police Dispatcher	LPOA	Hourly	20.24	21.25	22.31	23.43	24.60	
		Monthly	3,507.98	3,683.38	3,867.55	4,060.93	4,263.97	
		Annually	42,095.78	44,200.57	46,410.60	48,731.12	51,167.68	
Police Office Assistant II	LPOA	Hourly	18.08	18.98	19.93	20.93	21.98	
		Monthly	3,133.89	3,290.58	3,455.11	3,627.87	3,809.26	
		Annually	37,606.64	39,486.97	41,461.32	43,534.38	45,711.10	
Police Officer	LPOA	Hourly	27.22	28.58	30.01	31.51	33.09	
		Monthly	4,718.75	4,954.69	5,202.42	5,462.54	5,735.67	
		Annually	56,625.00	59,456.25	62,429.07	65,550.52	68,828.05	
Police Officer w/Degree	LPOA	Hourly	28.60	30.03	31.53	33.11	34.76	
		Monthly	4,957.32	5,205.19	5,465.45	5,738.72	6,025.65	
		Annually	59,487.84	62,462.23	65,585.34	68,864.61	72,307.84	
Police Public Assistant	LPOA	Hourly	17.91	18.80	19.74	20.73	21.76	
		Monthly	3,103.65	3,258.83	3,421.77	3,592.86	3,772.50	
		Annually	37,243.74	39,105.93	41,061.23	43,114.29	45,270.00	
Police Records Assistant	LPOA	Hourly	16.97	16.78	17.60	18.48	19.41	
		Monthly	2,767.27	2,996.63	3,059.94	3,203.46	3,363.69	
		Annually	33,207.20	34,867.66	36,640.04	38,441.48	40,363.56	
Police Records Assistant	LPOA	Hourly	18.00	18.80	17.64	18.52	19.45	
		Monthly	2,773.33	2,912.00	3,057.60	3,210.48	3,371.00	
		Annually	33,280.00	34,944.00	36,691.20	38,525.76	40,452.00	
Police Sergeant	Supervisory	Hourly	44.65	46.89	49.23	51.69	54.28	
		Monthly	7,739.79	8,126.77	8,533.11	8,959.77	9,407.76	
		Annually	92,877.42	97,521.30	102,397.36	107,517.23	112,893.09	
Police Sergeant w/Degree	Supervisory	Hourly	46.91	49.25	51.72	54.30	57.02	
		Monthly	8,130.98	8,537.53	8,964.41	9,412.63	9,883.26	
		Annually	97,571.78	102,450.37	107,572.89	112,951.53	118,599.11	
Public Services Officer	LPOA	Hourly	20.24	21.25	22.31	23.43	24.60	
		Monthly	3,507.98	3,683.38	3,867.55	4,060.93	4,263.97	
		Annually	42,095.78	44,200.57	46,410.60	48,731.12	51,167.68	
Public Works Lead	AFSCME/Public Works	Hourly	25.38	26.63	27.96	29.36	30.83	
		Monthly	4,396.04	4,615.84	4,845.63	5,088.97	5,343.41	
		Annually	52,752.49	55,390.11	58,159.62	61,067.60	64,120.98	
Public Works Street Supervisor	Mgmt./Confidential	Hourly	28.24	29.65	31.14	32.69	34.33	
		Monthly	4,895.42	5,140.19	5,397.20	5,667.06	5,950.41	
		Annually	58,745.00	61,682.25	64,766.37	68,004.68	71,404.92	
Public Works Superintendent	Mgmt./Confidential	Hourly	30.31	31.83	33.42	35.09	36.84	
		Monthly	5,253.83	5,516.52	5,792.35	6,081.97	6,386.06	
		Annually	63,045.98	66,198.28	69,508.19	72,983.60	76,632.78	
Public Works Supervisor Water Division	Mgmt./Confidential	Hourly	29.57	31.05	32.60	34.23	35.94	
		Monthly	5,124.89	5,381.13	5,650.19	5,932.70	6,229.34	
		Annually	61,498.68	64,573.61	67,802.29	71,192.40	74,752.02	
Recreation Coordinator	Clerical	Hourly	16.06	16.87	17.71	18.60	19.52	20.50
		Monthly	2,784.27	2,923.48	3,068.66	3,223.14	3,384.30	3,553.51
		Annually	33,411.22	35,081.78	36,835.87	38,677.66	40,611.55	42,642.13
Recreation Specialist	Clerical	Hourly	17.54	18.42	19.34	20.31	21.32	22.39
		Monthly	3,040.57	3,192.60	3,352.23	3,519.84	3,695.83	3,880.62
		Annually	36,486.81	38,311.15	40,226.71	42,238.04	44,349.95	46,567.44
Recreation Superintendent	Mgmt./Confidential	Hourly	24.35	25.57	26.85	28.19	29.60	
		Monthly	4,221.45	4,432.52	4,654.15	4,886.86	5,131.20	
		Annually	50,657.40	53,190.27	55,849.79	58,642.28	61,574.39	
Senior Account Clerk	Clerical	Hourly	20.35	21.37	22.44	23.56	24.74	25.97
		Monthly	3,527.28	3,703.84	3,888.83	4,083.27	4,287.43	4,501.80
		Annually	42,327.35	44,443.72	46,665.90	48,999.20	51,449.16	54,021.61
Senior Accountant	Mgmt./Confidential	Hourly	45.18	47.44	49.81	52.30	54.92	
		Monthly	7,831.36	8,222.92	8,634.07	9,065.77	9,519.06	
		Annually	93,976.27	98,675.08	103,608.84	108,789.28	114,228.74	
Senior Administrative Analyst	Clerical	Hourly	27.36	28.73	30.16	31.67	33.26	34.92
		Monthly	4,742.40	4,979.52	5,228.50	5,489.92	5,764.42	6,052.64
		Annually	56,908.83	59,754.27	62,741.98	65,879.08	69,173.04	72,631.69
		Hourly	28.86	30.30	31.81	33.40	35.08	36.83

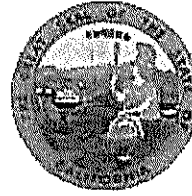
Senior Administrative Analyst/Comm. Develop.	Clerical	Monthly	5,001.76	5,251.85	5,514.44	5,790.16	6,079.67	6,383.86
		Annually	60,021.13	63,022.19	66,173.30	69,481.97	72,956.06	76,603.87
Senior Office Assistant	Clerical	Hourly	16.97	16.76	17.60	18.48	19.44	20.38
		Monthly	2,767.27	2,906.63	3,050.04	3,203.46	3,363.63	3,524.84
		Annually	33,207.29	34,867.66	36,610.94	38,441.48	40,363.56	42,381.74
Senior Office Assistant	Clerical	Hourly	16.00	16.80	17.64	18.52	19.45	20.42
		Monthly	2,773.33	2,912.00	3,057.60	3,210.48	3,371.00	3,539.85
		Annually	33,280.00	34,944.00	36,691.20	38,525.76	40,452.05	42,474.65
Senior Planner	Mgmt./Confidential	Hourly	34.57	36.29	38.11	40.01	42.02	
		Monthly	5,991.42	6,290.99	6,605.54	6,935.82	7,282.61	
		Annually	71,897.07	75,491.92	79,266.51	83,229.84	87,391.33	
Street Sweeper Operator	AFSCME/Public Works	Hourly	20.80	21.84	22.94	24.08	25.29	
		Monthly	3,606.00	3,786.30	3,975.61	4,174.39	4,383.11	
		Annually	43,271.99	45,435.59	47,707.37	50,092.74	52,597.37	
Utility Worker I	AFSCME/Public Works	Hourly	21.86	22.96	24.10	25.31	26.57	
		Monthly	3,789.58	3,979.06	4,178.01	4,386.91	4,606.25	
		Annually	45,474.93	47,748.67	50,136.11	52,642.91	55,275.06	
Utility Worker II	AFSCME/Public Works	Hourly	24.14	25.35	26.61	27.94	29.34	
		Monthly	4,184.05	4,393.25	4,612.92	4,843.56	5,085.74	
		Annually	50,208.62	52,719.05	55,355.00	58,122.75	61,028.89	
Water/Wastewater Operator I	AFSCME/Public Works	Hourly	29.35	30.81	32.35	33.97	35.67	
		Monthly	5,086.64	5,340.98	5,608.03	5,888.43	6,182.85	
		Annually	61,039.73	64,091.72	67,296.30	70,661.12	74,194.17	
Water/Wastewater Operator II	AFSCME/Public Works	Hourly	33.27	34.94	36.68	38.52	40.44	
		Monthly	5,767.41	6,055.78	6,358.57	6,676.50	7,010.33	
		Annually	69,208.96	72,669.41	76,302.88	80,118.02	84,123.92	
Water/Wastewater Operator III	AFSCME/Public Works	Hourly	37.26	39.12	41.08	43.13	45.29	
		Monthly	6,458.02	6,780.92	7,119.96	7,475.96	7,849.76	
		Annually	77,496.20	81,371.01	85,439.56	89,711.54	94,197.11	
Water/Wastewater Manager	Mgmt./Confidential	Hourly	39.37	41.34	43.41	45.58	47.86	
		Monthly	6,824.52	7,165.74	7,524.03	7,900.23	8,295.24	
		Annually	81,894.18	85,988.89	90,288.33	94,802.75	99,542.89	
<b>Transitional Phase for Water/Wastewater Operators</b>								
Water/Wastewater Operator OIT (in training)	AFSCME/Public Works	Hourly	24.11	25.31	26.58	27.91	29.30	30.77
		Monthly	4,178.59	4,387.52	4,606.89	4,837.24	5,079.10	5,333.05
		Annually	50,143.06	52,650.21	55,282.72	58,046.86	60,949.20	63,996.86

\* Degree includes: AA, BA, Intermediate or Advanced Post Certificates. No compounding for multiple degrees or certificates as stated in the MOU's.

Classification of Office Assistant I, Office Assistant II, Administrative Assistant, Recreation Specialist, Recreation Coordinator, Administrative Analyst and Sr. Administrative Analyst positions are not specific to one department. Their positions can be used in any of the City's various departments and/or may be used by multiple departments as determined by the City Manager.

Positions are filled on a full-time or part-time basis as determined by the City Manager.

PART-TIME MASTER SALARY SCHEDULE					
CLASSIFICATION	STEP				
	A	B	C	D	E
Administrative Analyst	19.38	20.35	21.37	22.44	23.56
Administrative Assistant	16.72	17.55	18.43	19.35	20.32
Building Maintenance Worker	16.97	16.76	17.60	18.48	19.44
Building Maintenance Worker	16.00	16.80	17.64	18.52	19.45
Grants Analyst	26.00	27.30	28.67	30.10	31.60
Lifeguard	16.97	16.97	17.82	18.74	19.64
Lifeguard	16.00	17.00	17.85	18.74	19.68
Maintenance Worker I	16.36	17.17	18.03	18.93	19.88
Office Assistant I	16.97	16.76	17.60	18.48	19.44
Office Assistant I	16.00	16.80	17.64	18.52	19.45
Office Assistant II	16.97	16.76	17.60	18.48	19.44
Office Assistant II	16.00	16.80	17.64	18.52	19.45
Police Dispatcher	17.05	17.90	18.79	19.73	20.72
Police Records Assistant	16.97	16.76	17.60	18.48	19.44
Police Records Assistant	16.00	16.80	17.64	18.52	19.45
Recreation Leader	16.97	16.76	17.60	18.48	19.44
Recreation Leader	16.00	16.80	17.64	18.52	19.45
Recreation Specialist	16.97	16.76	17.60	18.48	19.44
Recreation Specialist	16.00	16.80	17.64	18.52	19.45
Reserve Police Officer	25.75	27.04	28.39	29.81	31.30
Sr. Administrative Analyst	21.40	22.47	23.60	24.78	26.02



## NEWS RELEASE

Release Number: 2023-66

Date: September 26, 2023

► [español](#)

### California's Minimum Wage to Increase to \$16 per hour in January 2024

Oakland—California's minimum wage will increase to \$16 per hour for all employers on January 1, 2024. Some cities and counties in California have a local minimum wage that is higher than the state rate.

State law requires that most California workers be paid the minimum wage. Workers paid less than the minimum wage are urged to contact the Labor Commissioner's Office in their area to file a wage claim.

The change in the minimum wage also affects the minimum salary an employee must earn to meet one part of the overtime exemption test. Exempt employees are not subject to the payment of overtime for hours worked. An employee must earn no less than two times the state's minimum wage for full-time work to meet this initial requirement of the exemption test. As of January 1, 2024, employees in California must earn an annual salary of no less than \$66,560 to meet this threshold requirement.

In 2023, the minimum wage is \$15.50 for all employees regardless of employer size.

One of the protections of the minimum wage law is an annual review of the wage rate using the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W). The Department of Finance calculated that the U.S. CPI-W increased by 6.16 percent for the period from July 1, 2022, to June 30,



2023, compared to the prior 12-month period. The minimum wage increases each year by the lesser of 3.5 percent, and the rate of change in the averages of the two most recent U.S. CPI-W, unless those averages are negative. If the averages are negative, there is no change in the minimum wage for the following year. On July 31, 2023, Governor Newsom certified the minimum wage increase for all employers for 2024.

Employers must post the Minimum Wage Order and the Wage Order applicable to their workplace at a worksite area accessible to employees. The wage orders can be downloaded and printed from the [workplace postings](#) page on the DIR website.

Employers must ensure that the wage rate is displayed on the employee's pay stub, and that employees are paid at least the minimum wage even when employees are paid at piece rate.

Employees with work-related questions or complaints may visit [WageTheftIsACrime.com](#) or call the Labor Commissioner's Office Call Center in English or Spanish at 833 LCO-INFO (833 526-4636).

Contact: [Communications@dir.ca.gov](mailto:Communications@dir.ca.gov), (510) 286-1161

The [California Department of Industrial Relations](#), established in 1927, protects and improves the health, safety, and economic well-being of over 18 million wage earners, and helps their employers comply with state labor laws. DIR is housed within the [Labor & Workforce Development Agency](#)





July 31, 2023

Honorable Gavin Newsom  
Governor

Honorable Toni G. Atkins  
Senate President pro Tempore

Honorable Brian W. Jones  
Senate Republican Leader

Honorable Nancy Skinner, Chair  
Senate Budget and Fiscal Review  
Committee

Honorable Anthony J. Portantino, Chair  
Senate Appropriations Committee

Honorable Robert Rivas  
Speaker of the Assembly

Honorable James Gallagher  
Assembly Republican Leader

Honorable Phil Ting, Chair  
Assembly Budget Committee

Honorable Chris R. Holden, Chair  
Assembly Appropriations Committee

**Minimum Wage Increase, Director of Finance Determination and Certification**

Labor Code section 1182.12 requires the Director of Finance to annually determine and certify to the Governor and the Legislature whether an adjustment for inflation is applied to the state's minimum wage after the minimum wage reaches fifteen dollars (\$15) per hour. Pursuant to this section, the minimum wage of \$15 per hour was implemented on January 1, 2022 for employers who employ 26 or more employees and on January 1, 2023 for employers who employ 25 or fewer employees.

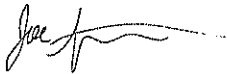
Labor Code section 1182.12(c)(3)(B) requires that when the rate of increase in inflation exceeds 7 percent in the first year in which the minimum wage for employers with 26 or more employees is \$15 per hour, the minimum wage for employers with 25 or fewer employees must be set to the same amount as for employers with 26 or more employees, effective the following January 1. Pursuant to this section, the minimum wage of \$15.50 per hour was implemented on January 1, 2023, for all employers.

Furthermore, following the implementation of the minimum wage to \$15 per hour, Labor Code section 1182.12(c) requires that on or before August 1 of each year, the Director of Finance shall determine if the minimum wage must be adjusted for inflation and if so, calculate the increase in minimum wage by the lesser of 3.5 percent, or the rate of change, as specified, for the United States Bureau of Labor Statistics non-seasonally adjusted United States Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W).

The Department of Finance calculates the U.S. CPI-W, for the 12-month period from July 1, 2022 to June 30, 2023, increased by 6.16 percent compared to the 12-month period from July 1, 2021 to June 30, 2022. As a result, pursuant to subdivision (c), Finance has determined that minimum wage shall increase by 3.5 percent to \$16.00 per hour and shall be implemented for all employers on January 1, 2024.

Based on the calculations described above, I hereby certify that the minimum wage increase shall include an inflation adjustment of 3.5 percent for all employers effective January 1, 2024.

Please call Susan Wekanda, Principal Program Budget Analyst, at (916) 445-5332, if you have any questions.



JOE STEPHENSHAW  
Director

cc: Honorable Roger W. Niello, Vice Chair, Senate Budget and Fiscal Review Committee  
Honorable Vince Fong, Vice Chair, Assembly Budget Committee  
Gabriel Petek, Legislative Analyst (3)  
Elisa Wynne, Staff Director, Senate Budget and Fiscal Review Committee  
Kirk Feely, Fiscal Director, Senate Republican Fiscal Office  
Christopher W. Woods, Senate President pro Tempore's Office (2)  
Christian Griffith, Chief Consultant, Assembly Budget Committee  
Joseph Shinstock, Fiscal Director, Assembly Republican Caucus, Office of Policy and Budget  
Paul Dress, Caucus Co-Chief of Staff, Assembly Republican Leader's Office  
Katja Townsend, Capitol Director, Assembly Republican Leader's Office  
Jason Sisney, Assembly Speaker's Office (2)  
Mark McKenzie, Staff Director, Senate Appropriations Committee  
Jay Dickenson, Chief Consultant, Assembly Appropriations Committee

## Senate Bill No. 3

### CHAPTER 4

An act to amend Sections 245.5, 246, and 1182.12 of the Labor Code, relating to labor.

[Approved by Governor April 4, 2016. Filed with  
Secretary of State April 4, 2016.]

#### LEGISLATIVE COUNSEL'S DIGEST

SB 3, Leno. Minimum wage: in-home supportive services: paid sick days.

(1) Under existing law, the Healthy Workplaces, Healthy Families Act of 2014, an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days, as specified. Existing law requires an employee to accrue paid sick days at the rate of not less than one hour per every 30 hours worked subject to specified use and accrual limitations. For the purposes of the act, an "employee" does not include a provider of in-home supportive services, as described.

This bill, on and after July 1, 2018, would entitle a provider of in-home supportive services who works in California for 30 or more days within a year from the commencement of employment to paid sick days, subject to specified full amount of leave time amounts and that rate of accrual. The bill would require the State Department of Social Services, in consultation with stakeholders, to convene a workgroup to implement paid sick leave for in-home supportive services providers and to issue guidance in that regard by December 1, 2017. The bill would authorize the department to implement that paid sick leave without complying with the Administrative Procedure Act.

(2) On and after July 1, 2014, existing law requires the minimum wage for all industries to be not less than \$9 per hour. On and after January 1, 2016, existing law requires the minimum wage for all industries to be not less than \$10 per hour.

This bill would require the minimum wage for all industries to not be less than specified amounts to be increased from January 1, 2017, to January 1, 2022, inclusive, for employers employing 26 or more employees and from January 1, 2018, to January 1, 2023, inclusive, for employers employing 25 or fewer employees, except when the scheduled increases are temporarily suspended by the Governor, based on certain determinations. The bill would also require the Director of Finance, after the last scheduled minimum wage increase, to annually adjust the minimum wage under a specified formula.

On or before July 28, 2017, and on or before every July 28 thereafter until the minimum wage is a specified amount for employers employing 26 or more employees, the bill would require the Director of Finance to annually

determine, based on certain factors, whether economic conditions can support a scheduled minimum wage increase and certify that determination to the Governor and the Legislature. The bill would also require the State Board of Equalization to publish specified retail sales and use tax information on its Internet Web site to be used by the Director of Finance in making that determination.

On or before July 28, 2017, and on or before every July 28 thereafter until the minimum wage is a specified amount for employers employing 26 or more employees, in order to ensure that the General Fund can support the next scheduled minimum wage increase, the bill would also require the Director of Finance to annually determine and certify to the Governor and the Legislature whether the General Fund would be in a deficit in the current fiscal year, or in either of the following 2 fiscal years.

*The people of the State of California do enact as follows:*

SECTION 1. Section 245.5 of the Labor Code is amended to read:

245.5. As used in this article:

(a) "Employee" does not include the following:

(1) An employee covered by a valid collective bargaining agreement if the agreement expressly provides for the wages, hours of work, and working conditions of employees, and expressly provides for paid sick days or a paid leave or paid time off policy that permits the use of sick days for those employees, final and binding arbitration of disputes concerning the application of its paid sick days provisions, premium wage rates for all overtime hours worked, and regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate.

(2) An employee in the construction industry covered by a valid collective bargaining agreement if the agreement expressly provides for the wages, hours of work, and working conditions of employees, premium wage rates for all overtime hours worked, and regular hourly pay of not less than 30 percent more than the state minimum wage rate, and the agreement either (A) was entered into before January 1, 2015, or (B) expressly waives the requirements of this article in clear and unambiguous terms. For purposes of this subparagraph, "employee in the construction industry" means an employee performing work associated with construction, including work involving alteration, demolition, building, excavation, renovation, remodeling, maintenance, improvement, repair work, and any other work as described by Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and other similar or related occupations or trades.

(3) An individual employed by an air carrier as a flight deck or cabin crew member that is subject to the provisions of Title II of the federal Railway Labor Act (45 U.S.C. Sec. 15I et seq.), provided that the individual is provided with compensated time off equal to or exceeding the amount established in paragraph (1) of subdivision (b) of Section 246.

(4) An employee of the state, city, county, city and county, district, or any other public entity who is a recipient of a retirement allowance and employed without reinstatement into his or her respective retirement system pursuant to either Article 8 (commencing with Section 21220) of Chapter 12 of Part 3 of Division 5 of Title 2 of the Government Code, or Article 8 (commencing with Section 31680) of Chapter 3 of Part 3 of Division 4 of Title 3 of the Government Code.

(b) "Employer" means any person employing another under any appointment or contract of hire and includes the state, political subdivisions of the state, and municipalities.

(c) "Family member" means any of the following:

(1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

(2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

(3) A spouse.

(4) A registered domestic partner.

(5) A grandparent.

(6) A grandchild.

(7) A sibling.

(d) "Health care provider" has the same meaning as defined in paragraph (6) of subdivision (c) of Section 12945.2 of the Government Code.

(e) "Paid sick days" means time that is compensated at the same wage as the employee normally earns during regular work hours and is provided by an employer to an employee for the purposes described in Section 246.5.

SEC. 2. Section 246 of the Labor Code is amended to read:

246. (a) (1) An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

(2) On and after July 1, 2018, a provider of in-home supportive services under Section 14132.95, 14132.952, or 14132.956 of, or Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of, the Welfare and Institutions Code, who works in California for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in subdivision (e) and subject to the rate of accrual in paragraph (1) of subdivision (b).

(b) (1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.

(2) An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per

workweek for the purposes of this section, unless the employee's normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.

(3) An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.

(4) An employer may satisfy the accrual requirements of this section by providing not less than 24 hours or three days of paid sick leave that is available to the employee to use by the completion of his or her 120th calendar day of employment.

(c) An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.

(d) Accrued paid sick days shall carry over to the following year of employment. However, an employer may limit an employee's use of accrued paid sick days to 24 hours or three days in each year of employment, calendar year, or 12-month period. This section shall be satisfied and no accrual or carryover is required if the full amount of leave is received at the beginning of each year of employment, calendar year, or 12-month period. The term "full amount of leave" means three days or 24 hours.

(e) For a provider of in-home supportive services under Section 14132.95, 14132.952, or 14132.956 of, or Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of, the Welfare and Institutions Code, the term "full amount of leave" is defined as follows:

(1) Eight hours or one day in each year of employment, calendar year, or 12-month period beginning July 1, 2018.

(2) Sixteen hours or two days in each year of employment, calendar year, or 12-month period beginning when the minimum wage, as set forth in paragraph (1) of subdivision (b) of Section 1182.12 and accounting for any years postponed under subparagraph (D) of paragraph (3) of subdivision (d) of Section 1182.12, has reached thirteen dollars (\$13) per hour.

(3) Twenty-four hours or three days in each year of employment, calendar year, or 12-month period beginning when the minimum wage, as set forth in paragraph (1) of subdivision (b) of Section 1182.12 and accounting for any years postponed under subparagraph (D) of paragraph (3) of subdivision (d) of Section 1182.12, has reached fifteen dollars (\$15) per hour.

(f) An employer is not required to provide additional paid sick days pursuant to this section if the employer has a paid leave policy or paid time off policy, the employer makes available an amount of leave applicable to employees that may be used for the same purposes and under the same conditions as specified in this section, and the policy satisfies one of the following:

(1) Satisfies the accrual, carryover, and use requirements of this section.

(2) Provided paid sick leave or paid time off to a class of employees before January 1, 2015, pursuant to a sick leave policy or paid time off

policy that used an accrual method different than providing one hour per 30 hours worked, provided that the accrual is on a regular basis so that an employee, including an employee hired into that class after January 1, 2015, has no less than one day or eight hours of accrued sick leave or paid time off within three months of employment of each calendar year, or each 12-month period, and the employee was eligible to earn at least three days or 24 hours of sick leave or paid time off within nine months of employment. If an employer modifies the accrual method used in the policy it had in place prior to January 1, 2015, the employer shall comply with any accrual method set forth in subdivision (b) or provide the full amount of leave at the beginning of each year of employment, calendar year, or 12-month period. This section does not prohibit the employer from increasing the accrual amount or rate for a class of employees covered by this subdivision.

(3) Notwithstanding any other law, sick leave benefits provided pursuant to the provisions of Sections 19859 to 19868.3, inclusive, of the Government Code, or annual leave benefits provided pursuant to the provisions of Sections 19858.3 to 19858.7, inclusive, of the Government Code, or by provisions of a memorandum of understanding reached pursuant to Section 3517.5 that incorporate or supersede provisions of Section 19859 to 19868.3, inclusive, or Sections 19858.3 to 19858.7, inclusive, of the Government Code, meet the requirements of this section.

(g) (1) Except as specified in paragraph (2), an employer is not required to provide compensation to an employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment.

(2) If an employee separates from an employer and is rehired by the employer within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated. The employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring, subject to the use and accrual limitations set forth in this section. An employer is not required to reinstate accrued paid time off to an employee that was paid out at the time of termination, resignation, or separation of employment.

(h) An employer may lend paid sick days to an employee in advance of accrual, at the employer's discretion and with proper documentation.

(i) An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited." The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare Commission only on and after January 21, 2016.

(j) An employer has no obligation under this section to allow an employee's total accrual of paid sick leave to exceed 48 hours or 6 days, provided that an employee's rights to accrue and use paid sick leave are not limited other than as allowed under this section.

(k) An employee may determine how much paid sick leave he or she needs to use, provided that an employer may set a reasonable minimum increment, not to exceed two hours, for the use of paid sick leave.

(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

(m) If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

(n) An employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken.

(o) The State Department of Social Services, in consultation with stakeholders, shall convene a workgroup to implement paid sick leave for in-home supportive services providers as specified in this section. This workgroup shall finish its implementation work by November 1, 2017, and the State Department of Social Services shall issue guidance such as an all-county letter or similar instructions by December 1, 2017.

(p) Notwithstanding the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code), the State Department of Social Services may implement, interpret, or make specific this section by means of an all-county letter, or similar instructions, without taking any regulatory action.

SEC. 3. Section 1182.12 of the Labor Code is amended to read:

1182.12. (a) Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

(b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be less than the amounts set forth in this subdivision, except when



the scheduled increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).

(1) For any employer who employs 26 or more employees, the minimum wage shall be as follows:

(A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour.

(B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars (\$11) per hour.

(C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars (\$12) per hour.

(D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.

(E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars (\$14) per hour.

(F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(2) For any employer who employs 25 or fewer employees, the minimum wage shall be as follows:

(A) From January 1, 2018, to December 31, 2018, inclusive,—ten dollars and fifty cents (\$10.50) per hour.

(B) From January 1, 2019, to December 31, 2019, inclusive,—eleven dollars (\$11) per hour.

(C) From January 1, 2020, to December 31, 2020, inclusive,—twelve dollars (\$12) per hour.

(D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen dollars (\$13) per hour.

(E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen dollars (\$14) per hour.

(F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.

(3) For purposes of this subdivision, “employer” means any person who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person. For purposes of this subdivision, “employer” includes the state, political subdivisions of the state, and municipalities.

(4) Employees who are treated as employed by a single qualified taxpayer under subdivision (h) of Section 23626 of the Revenue and Taxation Code, as it read on the effective date of this section, shall be considered employees of that taxpayer for purposes of this subdivision.

(c) (1) Following the implementation of the minimum wage increase specified in subparagraph (F) of paragraph (2) of subdivision (b), on or before August 1 of that year, and on or before each August 1 thereafter, the Director of Finance shall calculate an adjusted minimum wage. The calculation shall increase the minimum wage by the lesser of 3.5 percent and the rate of change in the averages of the most recent July 1 to June 30, inclusive, period over the preceding July 1 to June 30, inclusive, period for the United States Bureau of Labor Statistics nonseasonally adjusted United

States Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W). The result shall be rounded to the nearest ten cents (\$0.10). Each adjusted minimum wage increase calculated under this subdivision shall take effect on the following January 1.

(2) If the rate of change in the averages of the most recent July 1 to June 30, inclusive, period over the preceding July 1 to June 30, inclusive, period for the United States Bureau of Labor Statistics nonseasonally adjusted U.S. CPI-W is negative, there shall be no increase or decrease in the minimum wage pursuant to this subdivision on the following January 1.

(3) (A) Notwithstanding the implementation timing described in paragraph (1) of this subdivision, if the rate of change in the averages of the most recent July 1 to June 30, inclusive, period over the preceding July 1 to June 30, inclusive, period for the United States Bureau of Labor Statistics nonseasonally adjusted U.S. CPI-W exceeds 7 percent in the first year that the minimum wage specified in subparagraph (F) of paragraph (1) of subdivision (b) is implemented, the indexing provisions described in paragraph (1) of this subdivision shall be implemented immediately, such that the indexing will be effective on the following January 1.

(B) If the rate of change in the averages of the most recent July 1 to June 30, inclusive, period over the preceding July 1 to June 30, inclusive, period for the United States Bureau of Labor Statistics nonseasonally adjusted U.S. CPI-W exceeds 7 percent in the first year that the minimum wage specified in subparagraph (F) of paragraph (1) of subdivision (b) is implemented, notwithstanding any other law, for employers with 25 or fewer employees the minimum wage shall be set equal to the minimum wage for employers with 26 or more employees, effective on the following January 1, and the minimum wage increase specified in subparagraph (F) of paragraph (2) of subdivision (b) shall be considered to have been implemented for purposes of this subdivision.

(d) (1) On or before July 28, 2017, and on or before every July 28 thereafter until the minimum wage is fifteen dollars (\$15) per hour pursuant to paragraph (1) of subdivision (b), to ensure that economic conditions can support a minimum wage increase, the Director of Finance shall annually make a determination and certify to the Governor and the Legislature whether each of the following conditions is met:

(A) Total nonfarm employment for California, seasonally adjusted, decreased over the three-month period from April to June, inclusive, prior to the July 28 determination. This calculation shall compare seasonally adjusted total nonfarm employment in June to seasonally adjusted total nonfarm employment in March, as reported by the Employment Development Department.

(B) Total nonfarm employment for California, seasonally adjusted, decreased over the six-month period from January to June, inclusive, prior to the July 28 determination. This calculation shall compare seasonally adjusted total nonfarm employment in June to seasonally adjusted total nonfarm employment in December, as reported by the Employment Development Department.

(C) Retail sales and use tax cash receipts from a 3.9375-percent tax rate for the July 1 to June 30, inclusive, period ending one month prior to the July 28 determination is less than retail sales and use tax cash receipts from a 3.9375-percent tax rate for the July 1 to June 30, inclusive, period ending 13 months prior to the July 28 determination. The calculation for the condition specified in this subparagraph shall be made as follows:

(i) The State Board of Equalization shall publish by the 10th of each month on its Internet Web site the total retail sales (sales before adjustments) for the prior month derived from their daily retail sales and use tax reports.

(ii) The State Board of Equalization shall publish by the 10th of each month on its Internet Web site the monthly factor required to convert the prior month's retail sales and use tax total from all tax rates to a retail sales and use tax total from a 3.9375-percent tax rate.

(iii) The Department of Finance shall multiply the monthly total from clause (i) by the monthly factor from clause (ii) for each month.

(iv) The Department of Finance shall sum the monthly totals calculated in clause (iii) to calculate the 12-month July 1 to June 30, inclusive, totals needed for the comparison in this subparagraph.

(2) (A) On or before July 28, 2017, and on or before every July 28 thereafter until the minimum wage is fifteen dollars (\$15) per hour pursuant to paragraph (1) of subdivision (b), to ensure that the state General Fund fiscal condition can support the next scheduled minimum wage increase, the Director of Finance shall annually make a determination and certify to the Governor and the Legislature whether the state General Fund would be in a deficit in the current fiscal year, or in either of the following two fiscal years.

(B). For purposes of this subdivision, deficit is defined as a negative balance in the Special Fund for Economic Uncertainties, as provided for in Section 16418 of the Government Code, that exceeds, in absolute value, 1 percent of total state General Fund revenue and transfers, based on the most recent Department of Finance estimates required by Section 12.5 of Article IV of the California Constitution. For purposes of this subdivision, the estimates shall include the assumption that only the minimum wage increases scheduled for the following calendar year pursuant to subdivision (b) will be implemented.

(3) (A) (i) If, for any year, the condition in either subparagraph (A) or (B) of paragraph (1) is met, and if the condition in subparagraph (C) of paragraph (1) is met, the Governor may, on or before August 1 of that year, notify the Legislature of an initial determination to temporarily suspend the minimum wage increases scheduled pursuant to subdivision (b) for the following year.

(ii) If the Director of Finance certifies under paragraph (2) that the state General Fund would be in a deficit in the current fiscal year, or in either of the following two fiscal years, the Governor may, on or before August 1 of that fiscal year, notify the Legislature of an initial determination to temporarily suspend the minimum wage increases scheduled pursuant to subdivision (b) for the following year.

(B) If the Governor provides notice to the Legislature pursuant to subparagraph (A), the Governor shall, on September 1 of any such year, make a final determination whether to temporarily suspend the minimum wage increases scheduled pursuant to subdivision (b) for the following year. The determination to temporarily suspend the minimum wage increases scheduled pursuant to subdivision (b) for the following year shall be made by proclamation.

(C) The Governor may temporarily suspend scheduled minimum wage increases pursuant to clause (ii) of subparagraph (A) no more than two times.

(D) If the Governor makes a final determination to temporarily suspend the scheduled minimum wage increases pursuant to subdivision (b) for the following year, all dates specified in subdivision (b) that are subsequent to the September 1 final determination date shall be postponed by an additional year.

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## STAFF REPORT

**AGENDA ITEM:** Resolution Approving the Payment of Bonds for City Employees as Required by the Livingston Municipal Code

**MEETING DATE:** December 19, 2023

**PREPARED BY:** Christopher Lopez, Interim City Manager

**REVIEWED BY:** Roy Santos, City Attorney

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### **RECOMMENDATION:**

Staff recommends the City Council adopt the resolution approving the payment of bonds for city employees as required by the Livingston Municipal Code.

### **BACKGROUND:**

In reviewing various sections of the Livingston Municipal Code, staff identified required bonds for elected officials as well as employees of the City of Livingston. After reviewing documents, it became evident that no formal resolution had been adopted by the Council authorizing the expenditure of City funds for the procurement of these bonds. As a result, elected officials and staff would be required to purchase these bonds using their own personal funds.

The City Attorney has drafted and developed the attached resolution for consideration and for approval.

### **DISCUSSION:**

A bond is an obligation to protect a person or in the instance of a municipality, the city against financial loss caused by the acts of a city official or employee of the city.

In the case of an elected official, they are ultimately answerable via the political process for their performance, and they owe a duty to faithfully perform the functions assigned to them for the good of the public.

Public employees, appointed officials, and public agents may also share in the responsibility of owing special duty to the public, and may also owe a duty to the employer, which is the city itself.

Based on the City of Livingston Municipal Code, and more specifically Title 1, Chapter 7 of the Livingston Municipal Code, City officers and employees are required to obtain a bond and present it to the city prior to beginning work. Since the cost of obtaining a bond can be too costly for City officers and or employees to pay, the City Attorney is recommending that the payment of such bond be made with City funds.

### **FISCAL IMPACT:**

The cost for the required bonds will be budgeted for at the beginning of each fiscal year.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. 2023-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON APPROVING THE  
PAYMENT OF BONDS FOR CITY EMPLOYEES AS REQUIRED BY THE LIVINGSTON  
MUNICIPAL CODE**

**WHEREAS**, Pursuant to Title 1, Chapter 7 of the Livingston Municipal Code City Officers and Employees are required to obtain a bond and present it to the City prior to beginning work; and

**WHEREAS**, The cost of obtaining a bond can be too costly for City Officers and/or Employees to pay, especially given their lengths of service on behalf of the City; and

**WHEREAS**, The City now desires to assist its Officers and Employees in paying the cost associated with securing and maintaining a bond to perform their job duties with the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVINGSTON HEREBY  
RESOLVES AS FOLLOWS:**

1. City Officers and Employees required to obtain bonds, pursuant to the Livingston Municipal Code, shall execute and file with the City bonds for the faithful performance of the duties of the respective position they hold with the City. Such bonds shall be executed by a surety company duly authorized to do business within the State of California. For those bonds executed by a surety authorized to do business within the State of California, the City shall pay all costs incurred to obtain and maintain said bond. Payments of bond costs shall be paid from the City's General Fund. The surety bond for the City Clerk shall also include and encompass all activities by any Deputy City Clerk.

I hereby certify the foregoing Resolution No. 2023-82 is a full and true copy of a resolution passed and adopted by the Livingston City Council at a regular meeting thereof duly held on the 5th day of December 2023, by the vote recorded as follows:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Jose A. Moran, Mayor  
City of Livingston

ATTEST

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Monica Cisneros, Deputy City Clerk  
City of Livingston

**APPROVED AS TO LEGAL FORM**

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Roy C. Santos, City Attorney





## STAFF REPORT

**AGENDA ITEM:** Jalostotilan Sister Cities Agreement and Partnership

**MEETING DATE:** September 5, 2023

**PREPARED BY:** Christopher Lopez, Interim City Manager

**REVIEWED BY:** Christopher Lopez, Interim City Manager

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### **RECOMMENDATION:**

Staff recommends council adopt the resolution formalizing the Sister City partnership with Jalostotilan, Jalisco, Mexico.

### **BACKGROUND:**

The Sister City concept originated in 1956 shortly after the end of the World War II and during Eisenhower's presidential administration. Shortly thereafter, a worldwide network of Sister Cities began to take shape to help rebuild, create, and foster nation to nation relationships aimed at fostering worldwide harmony. Out of this initial concept the Sister Cities International organization was formed, which helped in organizing and establishing Sister Cities across the globe. Sister Cities International is a nonpartisan 501(c)(3) nonprofit which serves as the national membership organization for individual sister cities, counties, and states across the United States. The network unites tens of thousands of citizen diplomats and volunteers in nearly 500 member communities with over 2,000 partnerships in more than 140 countries.

As a hub for institutional knowledge and best practices in the field of citizen diplomacy, the organization works to strengthen the network across sister cities by providing essential services programs, and resources to help members find partners as well as expand and improve activities.

Within the last ten years, previous Mayors and Councilmembers have participated in sister city visits with Jalostotitlan, Jalisco, Mexico, and staff is recommending that the Mayor and City Council adopt a resolution formally recognizing the relationship with Jalostotilan, Jalisco, Mexico.

### **DISCUSSION:**

Prior to 2023, the City of Livingston has participated in a sister city relationship with Zapotlanejo, Jalisco, Mexico and Jalostotitlan, Jalisco, Mexico to varying degrees. In the spring of 2023, the City of Livingston received word that Zapotlanejo was interested in restarting the sister city partnership and to learn more about the community of Livingston since it had been many years since the partnership had been initially formed. After restarting this partnership, the City received word that Jalostotilan was also interested in reviving and reestablishing the relationship with the City of Livingston.

In September 2023, the Mayor and City Council formally adopted a resolution approving the formal sister city relationship with Zapotlanejo, Jalisco, Mexico. The city also renewed its

membership in the Sister Cities International organization. This item seeks to formally adopt the sister city partnership with Jalostotilan, Jalisco, Mexico since a review of previous council action does not show any formal agreement with Jalostotilan.

Staff is recommending that the City Council formally adopt the attached resolution to solidify the sister city relationship with Jalostotilan, Jalisco, Mexico.

The core areas in which each community will serve to enhance its understanding of one another will be rooted in the following areas:

- Promoting the agricultural importance in both cities, building on the recent information exchange involving new produce and operations in the Central Valley
- Working together to promote opportunities to exchange information related to public safety improvements including training opportunities for personnel
- Raising awareness of business opportunities available to companies in both cities including opportunities related to business expansion in both countries
- Exchanging knowledge and sharing best practices in sustainability
- To collaborate and support one another by enabling growth and attracting investment

**FISCAL IMPACT:**

There is no cost associated with the adoption of the resolution. Travel for future visits will be included in the respective budget for Council approval.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. 2023-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON  
FORMALIZING THE SISTER CITY PARTNERSHIP BETWEEN THE CITY OF  
JALOSTOTILAN, JALISCO, MEXICO AND THE CITY OF LIVINGSTON,  
CALIFORNIA, UNITED STATES OF AMERICA**

**WHEREAS**, American cities have established several hundreds of sister-city relationships with cities and towns throughout the world as evidence of the goodwill and friendly intentions of the United States of America; and

**WHEREAS**, the City of Livingston has already begun to establish sister-city understandings with foreign communities with which it enjoys mutual respect; and

**WHEREAS**, the City of Livingston has a prominent and rich history of diverse and cultural ties to the Mexican country and has widespread affection in the hearts of many residents of this city; and

**WHEREAS**, the City of Livingston and Jalostotilan are eager to see closer friendship and understanding between our communities; and

**WHEREAS**, the City Council desires to seek a deeper understanding of one another in promoting the agricultural importance in both cities, working together to promote opportunities to exchange information related to public safety improvements including training opportunities for personnel, raising awareness of business opportunities available to companies in both cities including opportunities related to business expansion in both countries, exchanging knowledge and sharing best practices in sustainability, and to collaborate and support one another by enabling growth and attracting investment.

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

Section 1. The City Council does hereby approve the sister city relationship with the City of Jalostotilan, Jalisco, Mexico.

Section 2. This Resolution will become effective immediately.

I hereby certify that the foregoing Resolution No. 2023-\_\_\_\_ is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 15<sup>th</sup> day of August, 2023, by the vote recorded as follows:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
Jose A. Moran, Mayor  
of City of Livingston

ATTEST

\_\_\_\_\_  
Monica Cisneros, Deputy City Clerk

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Roy C. Santos, City Attorney



## STAFF REPORT

**AGENDA ITEM:** Adopt a Resolution Approving a professional agreement with Bryant L. Jolley Certified Public Accountants.

**MEETING DATE:** December 19, 2023

**PREPARED BY:** Happy Bains, Senior Accountant

**REVIEWED BY:** Christopher Lopez, Interim City Manager

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### RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the Interim City Manager to execute a professional services agreement with Bryant L. Jolley Certified Public Accountants in the amount of \$40,000 per fiscal year for audit support services for fiscal years 2022-2023 and 2023-2024 and 2024-2025 and approve a supplemental appropriation to cover the cost.

### BACKGROUND

The Government Accounting Standards Board (GASB) is the rule making body for all municipal accounting procedures including the City of Livingston. Pronouncements are designed to provide taxpayers, legislators, municipal bond analysts, and others with information that is useful to their decision-making process regarding government entities. These pronouncements are very technical in nature and to adhere to them and incorporate them in the accounting records requires specialized experience and expertise to properly implement the procurements. Many governmental agencies are having professional firms prepare entries and disclosures for the technical GASB pronouncements.

### DISCUSSION

At the June 20, 2023, City Council meeting, City Council approved an agreement with Bryant L. Jolley, Certified Public Accountants, to assist the City in adhering to GASB pronouncements and other tasks in order to have all items ready for the outside auditors to carry out the audit for 2021-2022. This work has been completed and has assisted with the audit that started in the beginning of December.

The pronouncements that must be followed by the city include the following:

- GASB 68 – requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability, and to more comprehensively and comparably measure the annual costs of pension benefits.
- GASB 75 – requires local governments and school districts to prepare the Generally Accepted Accounting Principles (GAAP)–compliant financial statements to report the total Other Post-Employment Benefits (OPEB) liability in the statement of net position in their government-wide financial statements.
- GASB 87 – requires a lessee government to recognize (1) a lease liability and (2) an intangible asset representing the lessee's right to use the leased asset. A lessor

government is required to recognize (1) a lease receivable and (2) a deferred inflow of resources.

- GASB 96 (New One) - effective for the fiscal year beginning July 1, 2022. GASB 96 establishes uniform accounting and financial reporting requirements for Subscription-Based Information Technology Arrangements (SBITAs).

Due to the highly technical nature of new pronouncements, many cities are utilizing specialized consultants to ensure compliance. As a result, specialized services are necessary for the 2022-2023 and 2023-2024 and 2024-2025 audits.

Staff recommends entering into a contract with Bryant L. Jolley, Certified Public Accountants, to assist with preparing required GASB entries and disclosures for the 2022-2023 and 2023-2024 and 2024-2025 fiscal years and other tasks as needed.

### **FISCAL IMPACT**

The amount for the professional services would be covered by a total supplemental appropriation of \$40,000 per fiscal year from the General Fund, Gas Tax Fund, Measure V 80% Fund, Water Fund, Wastewater Fund and Refuse Fund.

### **ATTACHMENTS**

1. Resolution
2. Bryant L. Jolley Agreement

**RESOLUTION NO. 2023-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON  
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT WITH BRYANT L. JOLLEY CERTIFIED PUBLIC  
ACCOUNTANTS AND APPROVE A SUPPLEMENTAL APPROPRIATION OF \$40,000  
PER FISCAL YEAR FOR FUNDING**

**WHEREAS**, the City Council desires to adhere to the City of Livingston Code, federal and state agencies and the requirements of an outstanding debt issue; and

**WHEREAS**, the City of Livingston has a fiduciary responsibility to have its financial records and transactions audited each fiscal year; and

**WHEREAS**, accounting rules promulgated by the Government Accounting Standards Board (GASB) are very technical in nature; and

**WHEREAS**, staff needs assistance in creating entries and disclosures because of the accounting rules.

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

Section 1. Authorize Interim City Manager to Execute an Agreement with Bryant L. Jolley Certified Public Accountants attached to this resolution as Exhibit "A".

Section 2. This Resolution will become effective immediately.

Section 3. Approve a supplemental appropriation to cover the cost and authorize the Finance Department to perform all actions necessary to carry out these items.

I hereby certify that the foregoing Resolution No. 2023-\_\_\_ is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 19<sup>th</sup> day of December, 2023, by the vote recorded as follows:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

By: \_\_\_\_\_  
Jose A. Moran, Mayor  
of City of Livingston

ATTEST

\_\_\_\_\_  
Monica Cisneros, Deputy City Clerk

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
Roy C. Santos, City Attorney

**EXHIBIT A**

**BRYANT L. JOLLEY**

CERTIFIED PUBLIC ACCOUNTANTS

Bryant L. Jolley C.P.A.  
Ryan P. Jolley C.P.A.  
Darryl L. Smith C.P.A.  
Luis A. Perez C.P.A.  
Lan T. Kimoto

November 21, 2023

Mr. Happy Bains  
City of Livingston  
1416 C Street  
Livingston, CA 95334

Dear Mr. Bains:

This letter confirms the engagement of Bryant L. Jolley, CPA by the City of Livingston (the "City") as of and for the years ended June 30, 2023, 2024 and 2025. The professional consulting services we currently expect to provide include the following:

- 1) We will assist the City in the year-end close of its financial records by performing reconciliations of balance sheet and income statement balances, as deemed necessary, in preparation of the City's June 30, 2023, 2024 and 2025 audit, and function as a liaison with the City's external auditors for any areas in which we assist.
- 2) We will prepare all journal entries necessary for the City to convert its financial statements from the modified accrual to full accrual basis of accounting. This includes GASB 68, GASB 75, GASB 87 and the implementation of GASB 96.
- 3) We will provide the City with additional consultation as agreed-upon with City management. The scope, timing and extent of the additional consultation will be discussed prior to the commencement of any work.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

**Electronic Data Communication and Storage and Use of Third-Party Service Provider**

In the interest of facilitating our services to the City, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendor secured portals or clouds. Electronic data that is confidential to the City may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.



You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

Our fees for the above services for the years ended June 30, 2023, 2024 and 2025 will be as follows:

Consulting Services, as listed in item 1-3 (hourly, not to exceed)      \$ 40,000 per fiscal year

Hourly Rates for experienced professional staff including Ryan Jolley, Darryl Smith, Luis Perez and Lan Kimoto will be billed at \$250/hour.

Our fees are based on expected hours required to perform the service at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your consulting engagement. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred. Our fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the services listed. If significant time is necessary, we will discuss it with you before we incur additional costs. The fees for these services will be billed at the hourly billing rate for the individual involved, plus out-of-pocket expenses.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If information becomes known that would make our continued involvement in this engagement inappropriate, or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damage.

If these terms are in accordance with your understanding and meet with your approval, then please sign and date one copy of this letter in the space provided. This agreement will become effective when you return the signed copy to us.

Sincerely,



Ryan P. Jolley, CPA

RESPONSE:

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Management Signature

Title

Date



## STAFF REPORT

**AGENDA ITEM:** Consideration of an Ordinance of the City Council of the City of Livingston Amending Chapter 7, of Title 1, Establishing Section 1-7-6 City Clerk Responsibilities and Section 1-7-7 Deputy City Clerk Responsibilities

**MEETING DATE:** December 19, 2023

**PREPARED BY:** Roy Santos, City Attorney

**REVIEWED BY:** Christopher Lopez, Interim City Manager

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### **RECOMMENDATION:**

Waive the Second Reading and Adopt the Ordinance by Title Only, Open the Public Hearing, Close the Public Hearing and Approve the Ordinance as Presented.

### **BACKGROUND AND DISCUSSION:**

Over the last several months, the City Council has discussed the duties and responsibilities of the Elected City Clerk. Currently, the Elected City Clerk's responsibilities are identified within the State code. This ordinance formally adopts the responsibilities of the City Clerk and also the responsibilities of the Deputy City Clerk.

The intent of the ordinance is to provide clarity with respect to the City Clerk's responsibilities, and to establish the responsibilities of the City Clerk's Office for the City of Livingston.

Additional options for the Council to consider include the following:

1. Directing staff to explore the opportunity to go to an appointed City Clerk versus an elected City Clerk
2. Directing staff to bring back the necessary information to add an item to the November 2024 ballot allowing for voters to weigh in on this item
3. Other direction as provided by the Council

### **FISCAL IMPACT:**

There is no fiscal impact with the adoption of the ordinance.

### **ATTACHMENTS:**

1. Ordinance

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON AMENDING  
CHAPTER 7, OF TITLE 1, ESTABLISHING SECTION 1-7-6 CITY CLERK  
RESPONSIBILITIES AND SECTION 1-7-7 DEPUTY CITY CLERK RESPONSIBILITIES OF  
THE LIVINGSTON MUNICIPAL CODE**

**WHEREAS**, the City of Livingston (“the City”) has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, California Constitution Article XI, section 7; and

**WHEREAS**, pursuant to the City’s express statutory authority and its inherent police power, the City desires to enact reasonable regulations for the City Clerk and Deputy City Clerk.

**NOW THEREFORE**, the City Council of the City of Livingston does hereby ordain as follows:

**SECTION 1.** The above recitals are incorporated are hereby by reference.

**SECTION 2.** The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines, § 15061(b)(3).) Further, the adoption and implementation of this Ordinance is not a project, as defined in CEQA Guidelines section 15378, because it has no potential for resulting in physical change to the environment, either directly or indirectly, and is therefore not subject to environmental review under CEQA pursuant to CEQA Guidelines section 15060(c)(3).

**SECTION 3.** Chapter 7, of Title 1, of the Livingston Municipal Code is hereby amended to establish section 1-7-6 and section 1-7-7 to read in their entirety as follows:

**Chapter 7**

**CITY OFFICERS AND EMPLOYEES**

**Section 1-7-6 City Clerk Responsibilities.**

The office of City Clerk is created and established pursuant to Government Code section 40801 et seq. Any bond necessary for the performance of the City Clerk’s duties shall be paid by the City if executed by a surety company duly authorized to do business within the State of California. The surety bond for the City Clerk shall also include and encompass activities by any Deputy City Clerk appointed by the City Clerk. The City Clerk shall have only those responsibilities as provided within this Section and the principal functions of the City Clerk shall be to:

A. Attend all regular meetings of the City Council except when excused by the governing state law, opinions and/or regulations, and be responsible for the timely recording and maintaining of a record of all the actions of the City Council;

B. Keep all ordinances and resolutions of the City Council in such a manner that the information contained therein will be readily accessible and open to the public. The City Clerk shall attest to each resolution and ordinance adopted by the City Council and, as to ordinances requiring publication, that the ordinance has been published or posted in accordance with law;

C. Prepare requirements, schedule and maintain all records of the Council and of the office of the City Clerk, and prepare the records retention schedule for City departments in such

manner that the information contained therein will be readily accessible and open to the public pursuant to the California Public Records Act, Government Code Section 7920.000 et seq., until such time as any of the records may be destroyed or reproduced and the original destroyed, in accordance with State law;

- D. Serve as the official custodian of all City records;
- E. Receive, organize, prepare and reply to requests regulated by the California Public Records Act;
- F. Serve as custodian of the seal of the City;
- G. Prepare the City Council agendas, in conjunction with and under the direction of the City Manager;
- H. Perform the duties prescribed by the Elections Code in conducting municipal elections;
- I. Perform the duties imposed upon city clerks by the California Political Reform Act;
- J. Be responsible for the maintenance and distribution of the City's Municipal Code;
- K. Receive and forward to appropriate departments all claims filed against the City and its officers, agents or employees, pursuant to the provisions of the Tort Claims Act, Government Code Section 900 et seq.;
- L. Administer all official oaths of office;
- M. Certify all official records of the City;
- N. Display decorum and conduct befitting a holder of a public office; work cooperatively and positively with employees, managers, commissioners and members of the public; maintain exceptional customer service at all times;
- O. The City Clerk shall appoint a Deputy City Clerk upon agreement with the City Manager; and
- P. Perform such other duties as assigned.

**Section 1-7-6 Deputy City Clerk Responsibilities.**

The Deputy City Clerk shall be supervised by the City Manager and perform those functions as established within the Deputy City Clerk job duties adopted by the City and which may change from time-to-time.

**SECTION 4: EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 5<sup>th</sup> day of December

2023, and adopted the Ordinance after the second reading at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST**

\_\_\_\_\_  
**MONICA CISNEROS**, Deputy City Clerk

**CITY OF LIVINGSTON**

By: \_\_\_\_\_  
**JOSE MORAN**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**ROY C. SANTOS**, City Attorney  
Aleshire & Wynder, LLP

I, \_\_\_\_\_, City Clerk of the City of Livingston, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of Livingston on the date and by the vote indicated herein.



## STAFF REPORT

**AGENDA ITEM:** Discussion and Direction Regarding the July 4<sup>th</sup> Celebration

**MEETING DATE:** December 19, 2023

**PREPARED BY:** Christopher Lopez, Interim City Manager

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### **RECOMMENDATION:**

It is recommended that the Council provide direction related to the July 4<sup>th</sup> Celebration for 2024.

### **BACKGROUND:**

Earlier this year, the Council approved a multi-year agreement for a fireworks display for the July 4<sup>th</sup> holiday. Staff has been contacted by Paul Maurer Shows who is willing to put on a carnival for the July 4<sup>th</sup> event. They have provided a potential date for the City of Livingston, but they need confirmation from the City in order to reserve the date.

Currently, Recreation staff does not have adequate capacity to plan, organize, and put together the details for a larger 4<sup>th</sup> of July event since this coincides with youth baseball and softball, and other summertime activities.

Staff has received information from members of the community who are willing to be on a Volunteer Committee do the planning and coordination for the various aspects of a larger event.

Staff would potentially be involved with setting up various components of the event via Public Works staff, and staff would bring back a comprehensive plan for the event based on the Volunteer Committee recommendations for input and direction from the City Council.

Possible action includes the following:

1. Authorize the Interim City Manager to execute an agreement with Paul Maurer shows subject to review and concurrence from the City Attorney.
2. Authorize the formation of the volunteer committee to plan and develop the plan for the larger 4<sup>th</sup> of July celebration.
3. Choose to have 4<sup>th</sup> of July celebration that only includes the fireworks show and minimal other components.

### **ATTACHMENTS:**

1. Draft Paul Maurer agreement

# PAUL MAURER SHOWS

P.O. Box 3211, Huntington Beach, CA 92605  
Admin: 302 Washington St. #1219, San Diego, CA 92103  
Tel: (619) 823-5204 | (310) 489-4047  
www.paulmaurershows.com



**PROVIDING A SAFE, CLEAN, FUN-FILLED, FAMILY CARNIVAL EXPERIENCE!**

## CARNIVAL AGREEMENT

**THIS AGREEMENT** is made and entered this 7th day of October, 2023 by and between Paul Maurer Shows, hereafter known as the "First Party" and The City of Livingston, (4<sup>th</sup> of July festival) hereafter known as the "Second Party."

**WHEREAS** The First Party is engaged in the business of producing a family carnival providing attractions such as amusement rides, games & food concessions. Said Second Party would like to reserve (book) the First Party for its annual 4<sup>th</sup> of July celebration beginning July 4-7, 2024 located at Max Foster Sports Complex, 2600 Walnut Ave., Livingston, CA 95334, County of Merced, CA.

Now therefore in consideration of the covenants contained herein and other good and valuable considerations, both the First & Second Parties a hereto and agree to the following terms & conditions:

- Second Party agrees to provide adequate space for said carnival rides, attractions, equipment, trucks, living quarter bunkhouses & RVs at Max Foster Sports Complex, 2600 Walnut Ave., Livingston, CA 95334 commencing, July 1<sup>st</sup> - 8<sup>th</sup>, 2024.
- First Party agrees to compensate the Second Party as Follows:
  - 25% of all advance / pre-sale unlimited ride wristband coupons sold.
  - 25% of all onsite daily unlimited ride wristbands & ride coupons sold.



## CARNIVAL AGREEMENT DRAFT

- **First Party** proposes (space permitting) a total of (15-17) family amusement rides (2-3) Spectacular, (5-7) Major-Adult, (5-6) Kiddie rides, (7-10) family games and (1-2) Cotton Candy & Food concessions for said event.

- The 2024 wristband & ride coupon prices:

**Advance/Presale:**

\*Daily unlimited ride wristband **\$35 each.**

**Onsite:**

\*Daily unlimited ride wristbands **\$45 each.**

\*(24) ride coupon sheet **\$20 each.**

\*Single ride coupon **\$1 each.**

\***ALL RIDES TAKE 3-8 RIDE COUPONS EACH.**

- **Second Party** agrees to obtain all required permits & licenses required for the carnival to operate. First Party will pay for its business license & health permits required by local government agencies for the carnival.

- **First Party** shall pay and furnish proof of liability insurance and required endorsements of not less than Ten Million Dollars naming as additional insured the **Second Party**, the County of Merced, CA and any other additional name requested.

- **First Party** shall have exclusive and overall control of the operation of all equipment associated to the **First Party** which includes all rides, games, food concessions, show devices, and generator power units.

- **First Party** will provide not more than (25) VIP unlimited (weekend) ride wristbands for cities use of volunteers from local organizations to help with said event.

- **First Party** will provide **presale** daily unlimited ride wristband coupons six-weeks prior to the event. **All** presale daily unlimited ride wristbands will be discontinued being sold at 1:00 pm, July 4<sup>th</sup>, 2024. **All** unsold presale wristband coupons will be returned to the **First Party** no later than 7pm on opening day. It is the **Second Party's** responsibility to collect all unsold wristband coupons from sponsor vendors selling the presale prior to the 5 pm timeframe for settlement.

- **First Party**, at the end of the engagement, agrees to clean the portion of the grounds utilized during the event.

## CARNIVAL AGREEMENT DRAFT

- **Second Party** will be responsible for obtaining and paying for all trash dumpsters, portable restrooms and hand washing sinks for said event. **Second Party** will also order an extra (3) separate portable restrooms for carnival use at crews living quarters area and to be delivered on Monday, July 1<sup>st</sup> morning. **First Party** will reimburse the **Second Party** for said (3) portable restrooms.
- **First Party** will be responsible for the picking up of all trash & debris in and around the carnival area during and after the event. **First Party** will provide trash cans throughout the carnival area and midway.
- **Second Party** agrees that it will not sponsor or book directly or indirectly any other show, amusement, or attraction of similar nature to prior to the First Party's operation for a minimum of **120 days prior to or on the date of the show**.
- If First Party is prevented from exhibiting or operating any of its shows or attractions by Act of God, terrorist, riot, strike, fire, war, lockout, weather, illnesses such as a pandemic (COVID Virus), energy shortage or illegality, shall include denial of permits by local authorities. If by any law or act of the United States or the state of California or any political subdivision thereof, now or hereafter to be passed or adopted, or if by any order of any branch of the military or state military, the regular ordinary course of business of First Party is curtailed, suspended, interrupted, or interfered with said party thereby prevented from carrying on its usual course of business in whole or in part, then this agreement, at the option of either party, shall become null and void and each party released therefrom and any deposit given by First Party to Second Party guaranteeing the faithful performance of any terms and provisions hereof shall forthwith be refunded and repaid to the First Party.
- **Second Party** will be permitted to have the shows office & living quarters (bunkhouse trailers) to remain onsite during the event.
- **Second Party** will provide a minimum of (1) freshwater (drinkable) hook-up / outlet for the carnival use.
- All negotiations should be merged into this agreement and if any modifications be necessary, it must be completed in writing and duly signed by the authorized persons of both the First & Second Parties authorized thereof.
- This agreement is not valid unless both parties have signed this agreement and (1) executed copy be returned to both parties no later than October 31, **2023**.

**EXECUTED IN DUPLICATE** this \_\_\_\_ day of \_\_\_\_\_ 2023 herein above written.

PAUL MAURER SHOWS

\_\_\_\_\_ Date: \_\_\_\_\_

Paul F. Maurer, Owner  
302 Washington St. #1219  
San Diego, CA 92103

CITY OF LIVINGSTON / 4<sup>TH</sup> OF JULY CELEBRATION COMMITTEE

\_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signee

\_\_\_\_\_  
Print Name & Title:

**The area below left blank.**

