



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA JANUARY 17, 2024 6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection at City Hall, 9955 Live Oak Boulevard, Live Oak, during normal business hours. Such documents are also available on the City of Live Oak's website at www.liveoakcity.org, subject to staff's availability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's office at (530) 695-2112 x107. Requests must be made at least 24 hours in advance.

- **Remote Viewing:**

- Members of the public can view a livestream of the meeting online at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.
- Members of the public can access the Zoom webinar as follows:
 - **Join by Electronic Device:**
<https://us02web.zoom.us/j/81817476858>
 - **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 818 1747 6858

- **Public Comment:** Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:
 - **Public Attendance:** Members of the public who attend in person may make comments from the Council Chamber podium.

- **Live Remote Public Comment:** Members of the public can submit a live remote public comment by:
 - *Joining the virtual Council meeting via the link below. When public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes.*

<https://us02web.zoom.us/j/81817476858>
 - *Joining the virtual Council meeting by calling the phone number below. When public comment is opened, dial *9 to raise your hand and be called upon to speak for up to 3 minutes.*

1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 818 1747 6858
 - **Email Public Comment:** *Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that emailed comments will NOT be read aloud by staff during the meeting.*
 - **eComment Feature:** *Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via the eComment feature at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that eComments will NOT be read aloud by staff during the meeting.*
-

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION****CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY****PRESENTATIONS AND RECOGNITIONS****PUBLIC COMMENT**

Any person wishing to address the City Council on general jurisdictional matters or consent calendar items may do so at this time. If you are commenting on an agenda item, your comments will be heard at the time that item is scheduled for discussion. The City Council adopted a time limit of three minutes per person. The Brown Act does not allow for Council discussion of items not on the agenda. Councilmembers may only a) refer the matter to staff; b) ask for additional information; c) request a report back; or d) provide a limited factual response for items not listed on the agenda.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

1. City Council Meeting Minutes
Recommendation: Approve the December 20, 2023, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)
2. City Council Meeting Minutes
Recommendation: Approve the December 22, 2023, City Council Special Meeting minutes.
(Clarissa Menchaca, City Clerk)
3. City Projects Update
Recommendation: Receive and file.
(Luis Cibrian, Parks and Recreation Director)

BUSINESS ITEMS

4. Discussion of Proposed Sheriff's Contract
Recommendation: None.
(Aaron Palmer, City Manager)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION**UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER****COUNCILMEMBER COMMENTS**

CLOSED SESSION

After the Closed Session the City Council will leave the Council Chambers and the meeting will be adjourned by operation of law due to lack of a quorum. If there is any reportable Closed Session Action, a report will be made at the beginning of the next regular Council meeting. After the Closed Session Item descriptions are read by the City Attorney, all members of Council, applicable Consultants and Staff are asked to join the Closed Session meeting.

5. Public Employee Performance Evaluation Pursuant to California Government Code Section 54957:
City Manager
6. Conference with Labor Negotiators Pursuant to California Government Code Section 54957.6:
Unrepresented employee: City Manager

ADJOURNMENT



**City of Live Oak
Report to City Council**

Meeting Date: January 17, 2024

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Recommendation: Approve the December 20, 2023, City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES
DECEMBER 20, 2023
6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAIN, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:01 pm.

ROLL CALL

Present: Councilmembers Woten, Chapdelaine, Ghag, Vice Mayor Santana, and Mayor Hernandez

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hernandez led the Pledge of Allegiance. Vice Mayor Santana delivered the invocation.

CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

There were no corrections and/or changes to the agenda.

PRESENTATIONS AND RECOGNITIONS

A. Recognition of Ron Walker, Director of Public Works

Aaron Palmer, City Manager, spoke in support of Ron Walker.

B. Holiday Lights Decorating Contest Winners

Mayor Hernandez recognized the following winners of the Holiday Lights Decorating Contest:

3rd place: 2768 Deanne Street

2nd place: 9424 Sinnard Street

1st place: 2650 Gillespie Circle

Mayor's award: 2630 Kristen Street #112

PUBLIC COMMENT

Public Comment was opened and closed without any speakers.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

MOTION: APPROVE THE CONSENT AGENDA.
(MOTION: SANTANA; SECOND: GHAG)

VOTE: MOTION PASSED UNANIMOUSLY

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: December 6, 2023, City Council Regular Meeting minutes approved.
2. City Projects Update
Ron Walker, Public Works Director
Council action: Received and filed.
3. Approval of Additional Business Grant Applications
Aaron Palmer, City Manager
Council action: 1) Funding for all 14 business grant applications approved; and 2) Budget transfer of \$245,000 in ARPA Funding approved.

BUSINESS ITEMS

4. Discussion on Fire Contract
Aaron Palmer, City Manager

Aaron Palmer, City Manager, provided a report for the Council.

Public Comment was opened and closed without any speakers.

Council action: Directed staff to call for a special meeting to discuss and approve the Sutter County Fire Services contract.

5. 2024 Council Member Committee Assignments
Aaron Palmer, City Manager

Public Comment was opened and closed without any speakers.

MOTION: APPROVE THE 2024 COMMITTEE ASSIGNMENTS AS PRESENTED INCLUDING THE FOLLOWING CHANGES:

CITY COMMITTEE ASSIGNMENTS:

- ECONOMIC DEVELOPMENT COMMITTEE: COUNCILMEMBER WOTEN AND MAYOR HERNANDEZ APPOINTED AS MEMBERS.
- LOAN COMMITTEE: COUNCILMEMBER WOTEN AND VICE MAYOR SANTANA APPOINTED AS MEMBERS.

REGIONAL COMMITTEE ASSIGNMENTS:

- SUTTER BUTTE FLOOD CONTROL AGENCY: VICE MAYOR SANTANA APPOINTED AS ALTERNATE MEMBER.
- YUBA-SUTTER REGIONAL ARTS COUNCIL: VICE MAYOR SANTANA APPOINTED AS REGULAR MEMBER.

(MOTION: GHAG; SECOND: HERNANDEZ)

VOTE: MOTION PASSED UNANIMOUSLY

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

There were no items removed from the Consent Agenda.

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

Aaron Palmer, City Manager, thanked the participants of the Holiday Lights Decorating Contest. Mr. Palmer announced the Santa on a Fire Engine event is scheduled for Thursday, December 21, 2023, and City Hall will be closed for the holidays from Monday, December 25, 2023, through Tuesday, January 2, 2024.

COUNCILMEMBER COMMENTS

Councilmember Woten requested the Ad Hoc Committee on Sheriff's Contract come back for discussion.

Councilmember Chapdelaine also requested the updated proposal for the Sutter County Sheriff's contract be brought back for discussion and possible approval. Councilmember Chapdelaine thanked staff for their hard work and wished everyone happy holidays.

Councilmember Ghag touched on his attendance at the Sacramento Valley Division League of California Cities meeting, Sutter-Yuba Mosquito and Vector Control District meeting, Sacramento Area Council of Governments Committee meeting, Feather River Air Quality Management District meeting, and Sutter Butte Flood Control Agency meeting. Councilmember Ghag discussed funds being available in the Live Oak Chamber of Commerce account and holding a meeting to discuss the possibility of bringing back the Live Oak Chamber of Commerce. Lastly, Councilmember Ghag requested an office at City Hall for the Mayor and Council.

Vice Mayor Santana discussed residents' concerns about the holiday decorations throughout the city and requested the decorations be updated. Vice Mayor Santana requested candy be provided for the children at the Santa on a Fire Truck event and touched on the special meeting regarding the Sutter County Fire Services contract. Vice Mayor Santana thanked staff and the council for their hard work and wished everyone happy holidays. Lastly, Mayor Santana touched on the hanging banners located on the bridge posts from Yuba City to Marysville and requested the city do something similar for the veterans and community members who have served the Live Oak community.

Mayor Hernandez touched on decorations throughout the city as well. Mayor Hernandez highlighted the Government Affairs Committee of the Sutter Yuba Homeless Consortium meeting and wished everyone happy holidays.

ADJOURNMENT

Mayor Hernandez adjourned the meeting at 7:00 pm.

Ashley Hernandez, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



**City of Live Oak
Report to City Council**

Meeting Date: January 17, 2024

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Recommendation: Approve the December 22, 2023, City Council Special Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

SPECIAL MEETING MINUTES DECEMBER 22, 2023 1:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 1:00 pm.

ROLL CALL

Present: Councilmembers Woten, Chapdelaine, Ghag, Vice Mayor Santana, and Mayor Hernandez

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Ghag led the Pledge of Allegiance. Councilmember Chapdelaine delivered the invocation.

PUBLIC COMMENT

Public Comment was opened and closed without any speakers.

BUSINESS ITEMS

1. Proposed Sutter County Fire Contract for City Fire Services
Aaron Palmer, City Manager

Aaron Palmer, City Manager, provided a report for the Council.

John Shalowitz, Sutter County Fire Chief, and Steve Smith, Sutter County Administrator, addressed questions from the Council.

Public Comment was opened and closed without any speakers.

MOTION: APPROVE THE PROPOSED CONTRACT WITH THE CORRECTION TO EXHIBIT D SECTION 10 TO INCLUDE THE CITY COUNCIL ON NOTIFICATIONS AND CORRECTION TO SECTION B SO THAT YEARS ONE THROUGH FIVE THE CITY WILL ASSUME 100% OF THE SALARY AND BENEFITS COST FOR THE BATTALION CHIEF.
(MOTION: SANTANA; SECOND: GHAG)

VOTE: MOTION PASSED UNANIMOUSLY

ADJOURNMENT

Adjourned the meeting at 1:55 pm.

Ashley Hernandez, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



**City of Live Oak
Report to City Council**

Meeting Date: January 17, 2024
Title: City Project Updates
Contact Information: Luis Cibrian, Parks and Recreation Director

Background:

1. Pennington Road - West Project: Staff is working with the construction management and construction contractor teams to close out the project.
2. Pennington - East Project: The City Council awarded a construction contract on December 6, 2023. The City Engineer sent the award package to the contractor on December 7, 2023. The contractor returned the contract, bonds and insurance information on December 22, 2023. A fully executed contract is anticipated in January.
3. P Street Lift Station Improvement Project: Staff will update as funds become available.
4. Wastewater Treatment Plant Solar Project: The design team has sent a new proposal which the cities legal department is reviewing.
5. Wastewater Treatment Plant Headworks Rehabilitation Project: Staff will update as funds become available.
6. Well 7 and Well 4 Generator Grant Project: Staff will update as funds become available.
7. Customer Complaint Project: City Clerk, Clarissa Menchaca, is currently engaged in weekly meetings with the OneView design and implementation team. To date, we have started building the App, and the complaint system. We anticipate that this project will be finished within the next three to five months.
8. Welcome to Live Oak Signs: City staff has received an updated package from Arrow Sign Co. The city engineering staff will continue working on the project as time allows, but this project is fourth in line behind three other projects.
9. Streets Master Plan: Staff will update as funds become available.
10. The Public Works Department installed 25 new MXU and five new registers.
11. Staff is working on getting repair quotes for the backhoe.
12. Dog Park: Staff has trenched and installed the waterline for the new park. Staff will continue to work on this project as weather permits.
13. Eco Green project is now complete.
14. Milkweed project on the recreation trail has a tentative date of March 23, 2024.

Fiscal Impacts:

None.

Recommendation:

Receive and file.



City of Live Oak Report to City Council

Meeting Date:	January 17, 2024
Title:	Discussion of Proposed Sheriff's Contract for Police Services
Contact Information:	Aaron Palmer, City Manager
Location:	City wide
Background:	The City of Live Oak is in negotiations with Sutter Count for a new police services contract with Sutter County Sheriff.
Analysis:	The City Council will discuss the proposed Sheriff's contract and determine if the City Council would like to counter with any changes.
Fiscal Impacts:	None.
Recommendation:	None.
Attachments:	

[Current County Sheriff's Contract.pdf](#)
[Proposed County Sheriff's Contract.docx](#)



AGREEMENT - LAW ENFORCEMENT SERVICES

THIS AGREEMENT dated this 1st day of November, 2007, by and between the County of Sutter, hereinafter referred to as the "County", and the City of Live Oak, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services and functions within its boundaries by the County of Sutter, hereinafter referred to as city limits, and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Article 1 Chapter 1 Part 2, Division 1, Title 5 and Article 2, Chapter 4, Part 2, Division 1 of the Government Code of the State of California;

NOW THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Sutter, to provide for the general enforcement of law and traffic enforcement within the incorporated city limits of Live Oak in the manner hereinafter set forth and as provided for by law including, but not limited to, enforcement of appropriate City ordinances. It is specifically understood that services provided hereunder do not include non-emergency animal control functions and no enforcement of City ordinances in the animal control field unless an emergency is involved.

2. It is specifically understood between the parties hereto that all employees authorized and used in the pursuit of the provisions of this agreement are employees of the County and as such, are subject to the control and under the direction of the Sheriff in the performance of duty in accordance with this agreement. The rendering of said service, the standards of performance, the discipline of officers, and matters incident to the performance of such services and the control of personnel so employed, shall remain under the direct control of the Sheriff. In event of dispute between parties as to extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the parties hereto.

3. Subject to conditions set forth in budgetary planning, support service shall be provided by the County. Such services shall be as needed to maintain the level of services as set forth in this agreement. County shall supply all necessary labor, supervision, equipment, communication, and supplies necessary to maintain the level of services to be rendered hereunder. Notwithstanding the foregoing, the County shall not be responsible for interpretation, drafting, or amendment of City ordinance, but rather the City shall remain responsible for those functions.

4. For the purpose of performing services and functions pursuant to this agreement and only for the purpose of giving official status to the performance thereof, the County, its officers, agents and employees engaged in performing any such services or functions as described in this agreement, shall have the immunities that they would enjoy were they officers or employees of City, provided the services are within the scope of this agreement and are municipal functions.

5. County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated thereon for any injury or damages resulting.

6. (a) The City is not directly responsible for any employment-related costs of the County employees performing services hereunder, including but not limited to, their salaries, wages, benefits, workers' compensation, or other employment-related costs or benefits.

(b) The City is not responsible for any injury or sickness to a County employee unless such injury arose as a result of the sole or comparative negligence or the other wrongful act or omission by the City or its employees. County agrees to defend, indemnify, and hold City harmless for any claims or actions of the type described in these subparts (a) and (b), shall bear the cost of defense, including attorneys' fees, and shall discharge and indemnify City for any resulting adverse judgment, except as otherwise provided in this subpart.

(c) In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this agreement, City shall bear a pro-rata share of the cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code section 895.6.

7. Except as otherwise expressly provided in paragraph 5 and paragraph 6, the parties hereto agree pursuant to and as authorized by Government Code Sections 895.4 and 895.6, that in connection with the services contemplated by this agreement and to be performed hereunder, the parties hereto agree with respect to any third party claims that they will share equally any liability resulting therefrom with each party assuming the expense of its own defense.

8. This agreement shall not be construed as, or deemed to be as agreement for the benefit of any third party or parties, nor shall any third party have any right of action hereunder for any cause whatsoever.

9. The term of this agreement shall be one year and shall commence on July 1, 2006, upon adoption by the County Board of Supervisors and the City Council. The agreement shall be automatically renewed on the first day of July of each and every year thereafter unless either party, at least sixty (60) days prior to July 1 of any year, gives written notice of its intention not to renew said agreement subject, however, to earlier termination as may be mutually agreed upon between the parties.

10. In consideration of all the above and provision to the City of the above-described law enforcement services for one year, the City promises to pay to County in the manner hereinafter set forth a sum equal to all items of costs and expense incurred by the County in providing law enforcement services to the City.

The consideration to be paid by the City to the County for law enforcement services to be provided by the County to the City pursuant to this agreement shall be: 100% of the cost of any vehicles and their accessories; 100% of the salaries and benefits of a Patrol Lieutenant position; 100% of all costs related to a K9 dog including, but not limited to: purchase, training, and certification of the dog, overtime spent by the dog handler on K9 duties and training, dog-handling special pay, K9-related vehicle equipment and modifications, and expenditures under Canine Protection, account number 2208-52187, including upkeep of the dog, food, veterinary care, first aid kits, protection training equipment, training fees, and certification; 80% of the salaries and benefits of seven Deputy Sheriff and one Sheriff's Sergeant Detective positions, and 80% of all other expenses incurred by the Live Oak Contract budget unit. It is agreed that each position is subject to leave of absence due to vacation, sick leave, compensation time off, training, holiday, etc. Staffing levels shall be maintained to ensure adequate coverage at all times. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should unforeseen events result in a possible decrease in coverage below this point, then the Sheriff's Department will notify the City Manager and discuss the staffing levels and possible impacts to the City.

The remaining 20%, it is agreed, represents the value to the County of the additional law enforcement services which will be provided to the unincorporated area of the County surrounding the City as a consequence of this agreement. The consideration for the annual renewal period shall be agreed upon annually by the governing bodies for the City and County.

There will be no expenditures charged to the Live Oak budget in excess of the agreed upon total budget unless approved by County and City. The City will reimburse County for expenses accrued on a monthly basis. Said payments are due within 15 days of receipt of invoice.

11. In the event of litigation to enforce provisions of all or part of this agreement, the losing party agrees to pay all reasonable attorney's fees and costs of legal proceedings.

12. Subject to the pro-rata reimbursement to County by City pursuant to Section 10 of this agreement, County will pay for: all insurance on personnel employed by County, including worker's compensation coverage, all contributions to pension funds covering said personnel and all charges in excess of contributions out of said funds for injury or sickness of County personnel.

13. City hereby leases to County, for no consideration other than the execution of this agreement, the building located at 9867 O Street in its entirety. City shall continue fire and liability coverage on the referenced leased premises at the same limits as are in existence on the effective date of this agreement by policies of insurance naming the County of Sutter, its agents, officers, and employees as additional insureds.

IN WITNESS WHEREOF, the City of Live Oak, by a resolution duly adopted by its City Council causes this agreement to be signed by its mayor and attested by its Clerk, and the County of Sutter by order of its Board of Supervisors has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board.

CITY OF LIVE OAK

Mayor

ATTEST:

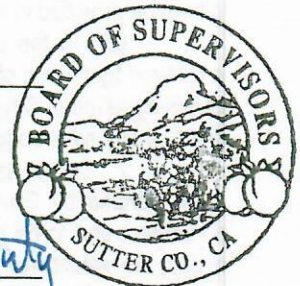
City Clerk

COUNTY OF SUTTER

Chairman/Board of Supervisors

ATTEST:

Clerk, Board of Supervisors



Approved

County Counsel

Sutter County, California

By

AGREEMENT – LAW ENFORCEMENT SERVICES

This Agreement dated this 1st day of July, 2023, by and between the County of Sutter, hereinafter referred to as the "County", and the City of Live Oak, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services and functions within its boundaries by the County of Sutter, hereinafter referred to as city limits, and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

NOW THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Sutter, to provide for the general enforcement of law and traffic enforcement within the incorporated city limits of Live Oak in the manner hereinafter set forth and as provided by law including, but not limited to enforcement of appropriate City ordinances. It is specifically understood that services provided hereunder do not include non-emergency animal control functions and no enforcement of City ordinances in the animal control field unless an emergency is involved.
2. It is specifically understood between the parties hereto that all employees authorized and used in the pursuit of the provisions of this Agreement are employees of the County and, as such, are subject to the control and under the direction of the Sheriff in the performance of duty in accordance with this Agreement. The rendering of said service, the standards of performance, the discipline of officers, and matters incident to the performance of such services and the control of personnel so employed, shall remain under the direct control of the Sheriff. In event of dispute between parties as to extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the parties hereto.
3. Subject to conditions set forth in budgetary planning, support service shall be provided by the County. Such services shall be as needed to maintain the level of services as set forth in this Agreement. County shall supply all necessary labor, supervision, equipment, communication, and supplies necessary to maintain the level of services to be rendered hereunder. Notwithstanding the foregoing, the County shall not be responsible for interpretation, drafting, or amendment of City ordinance, but rather the City shall remain responsible for those functions.
4. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, the County, its

officers, agents and employees engaged in performing any such services or functions as described in this Agreement shall have the immunities that they would enjoy were they officer or employees of City, provided the services are within the scope of this Agreement and are municipal functions.

5. County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated thereon for any injury or damages resulting.
6. (a) The City is not directly responsible for any employment-related costs of the County employees performing services hereunder, including but not limited to, their salaries, wages, retirement, benefits, workers' compensation, or other employment-related costs or benefits.
(b) The City is not responsible for any injury or sickness to a County employee unless such injury arose as a result of the sole or comparative negligence or the other wrongful act or omission by the City or its employees. County agrees to defend, indemnify, and hold City harmless for any claims or actions of the type described in these subparts (a) and (b), shall bear the cost of defense, including attorneys' fees, and shall discharge and indemnify City for any resulting adverse judgment, except as otherwise provided in this subpart.
(c) In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this Agreement, City shall bear a pro-rata share of the cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code Section 895.6.
7. Except as otherwise expressly provided in paragraph 5 and paragraph 6, the parties hereto agree, pursuant to and as authorized by Government Code Sections 895.4 and 895.6, that in connection with the services contemplated by this Agreement and to be performed hereunder, the County shall assume all liability with respect to any third-party claims resulting from incidents that occur during the term of this Agreement, including the full expense of its own defense.
8. This Agreement shall not be construed as or deemed to be as Agreement for the benefit of any third party or parties, nor shall any third party have any right of action hereunder for any cause whatsoever.
9. The term of this Agreement shall be one year and shall commence on July 1, 2023, upon adoption by the County Board of Supervisors and the City Council. The Agreement shall be automatically renewed on the first day of July of each and every year thereafter unless either party, at least six months prior to July 1 of any year, gives written notice of its intention not to renew said Agreement subject, however, to earlier termination as may be mutually agreed upon between the parties.

10. In consideration of all the above and provision to the City of the above-described law enforcement services of one year, the City promises to pay to County in the manner hereinafter set forth a sum equal to all items of costs and expense incurred by the County in providing law enforcement services to the City.

The consideration to be paid by the City to the County for law enforcement services to be provided by the County to the City pursuant to this Agreement shall be:

- 100% of the cost of any vehicles and their build or replacement equipment, maintenance, and accessories.
- 100% of the salaries and benefits of one (1.00) full-time equivalent (FTE) Patrol Lieutenant position.
- 100% of the salaries and benefits of one (1.00) FTE Deputy Sheriff with Detective assignment position.
- 100% of the salaries and benefits of a .20 FTE Sheriff Communications Coordinator (PIO) position.
- 100% of the salaries and benefits of a .50 FTE Supervising Public Safety Dispatcher.
- 100% of the salaries and benefits of two and one half (2.50) FTE Public Safety Dispatcher I/II/III.
- 100% of all costs related to a K9 dog including, but not limited to: purchase training, and certification of the dog, overtime spent by the dog handler on K9 duties and training, dog-handling special pay, K9-related vehicle equipment and modifications, and expenditures under Canine Protection Account, including upkeep of the dog, food, veterinary care, first aid kits, protection training equipment, training fees, and certification.
- 86% of the salaries and benefits of one (1.00) FTE Sheriff's Sergeant Detective position.
- 86% of the salaries and benefits of seven (7.00) FTE Deputy Sheriff position.
- 86% of all other expenses incurred by the Live Oak Contract budget unit. It is agreed that each position is subject to leave of absence due to vacation, sick leave, compensation time off, training, holiday, etc. Staffing levels shall be maintained to ensure adequate coverage at all times. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should unforeseen event result in a possible decrease in coverage below this point, then the Sheriff's Department will notify the City Manager and discuss the staffing levels and possible impacts to the City.
- 5% Administrative Fee calculated based on Total Expenditures of Sheriff Live Oak Contract, Department 2208. The 5% Administrative Fee charges represents other operational costs such as: specialized SED and Search & Rescue services, SED equipment usage, recruitment, human resources services, payroll, backgrounds, manage workers compensation and liability claims, new hire medical and

psychological services, evidence processing, internal affairs, and administrative and finance staff time. Other operational services are integral and necessary to provide for the general enforcement of law and traffic enforcement for the City.

For the above cost categories stated at 86%, the remaining 14%, it is agreed, represents the value to the County of the additional law enforcement services which will be provided to the unincorporated area of the County surrounding the City as a consequence of this Agreement. The consideration for the annual renewal period shall be agreed upon annually by the governing bodies for the City and County.

There will be no expenditures charged to the Live Oak budget in excess of the agreed upon total budget unless approved by County and City. The City will reimburse County for expenses accrued on a monthly or quarterly basis. Said payments are due within 15 days of receipt of invoice.

11. In the event of litigation to enforce provisions of all or part of this Agreement, the losing party agrees to pay all reasonable attorney's fees and costs of legal proceedings.
12. Subject to the pro-rata reimbursement to County by City pursuant to Section 10 of this Agreement, County will pay for: all insurance on personnel employed by County, including worker's compensation coverage, all contributions to pension funds covering said personnel and all charges in excess of contributions out of said funds for injury or sickness of County personnel.
13. City hereby leases to County, for no consideration other than the execution of this Agreement, the building located at 9867 O Street in its entirety. City shall continue fire and liability coverage on the referenced leased premises at the same limits as are in existence on the effective date of this Agreement by policies of insurance naming the County of Sutter, its agents, officers, and employees as additional insureds.
14. Final Agreement/Amendment. This Agreement represents the final Agreement between the Parties regarding its subject matter and supersedes all prior and written agreements or communications. This Agreement may be amended only by a writing by both parties.

In WITNESS WHEREOF, the City of Live Oak, by resolution duly adopted by its City Council causes the Agreement to be signed by its mayor and attested by its Clerk, and the County of Sutter by order of its Board of Supervisors has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board.

CITY OF LIVE OAK

By: _____

Name: Bob Woten

Title: Mayor

COUNTY OF SUTTER

By: _____

Name: Karm Bains

Title: Board Chairman



**City of Live Oak
Report to City Council**

Meeting Date: January 17, 2024

Title: Public Employee Performance Evaluation Pursuant to California Government
Code Section 54957:
City Manager



**City of Live Oak
Report to City Council**

Meeting Date: January 17, 2024

Title: Conference with Labor Negotiators Pursuant to California Government Code
Section 54957.6:
Unrepresented employee: City Manager