



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
JANUARY 7, 2019 – 6:00 PM  
CITY HALL COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo  
Vice Mayor Sylvia Ballin  
Councilmember Robert C. Gonzales  
Councilmember Antonio Lopez  
Councilmember Hector A. Pacheco

**PLEDGE OF ALLEGIANCE**

Led by Police Chief Anthony Vairo

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- a) PRESENTATION BY METRO ON FIRST/LAST MILE PLANNING FOR THE EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR  
Karen Swift, Los Angeles Metro Community Relations Manager
- b) PROCLAMATION SAN FERNANDO SCHOOL CHOICE WEEK – JANUARY 20-26  
Vice Mayor Sylvia Ballin

**DECORUM AND ORDER**

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same

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rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

**CITY COUNCIL - LIAISON UPDATES****CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

**1) CONSIDERATION TO ADOPT RESOLUTION NO'S 18-122 AND 19-011 APPROVING THE WARRANT REGISTERS OF DECEMBER 17, 2018 AND JANUARY 7, 2019, RESPECTIVELY**

Recommend that the City Council:

- a. Adopt Resolution No. 18-122 approving the Warrant Register dated December 17, 2018; and
- b. Adopt Resolution No. 19-011 approving the Warrant Register dated January 7, 2019.

**2) CONSIDERATION TO APPROVE AN AGREEMENT WITH HDL SERVICES FOR TRANSACTIONS TAX AUDIT AND INFORMATION SERVICES AND ADOPT A RESOLUTION AUTHORIZING HDL SERVICES TO EXAMINE SALES, USE AND TRANSACTION TAX RECORDS**

Recommend that the City Council:

- a. Approve an Agreement (Contract No. 1902) with Hinderliter, de Llamas and Associates (HdL) for Transactions Tax Audit and Information Services; and

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- b. Adopt Resolution No. 7900 authorizing examination of Transactions and Use Tax records.

**3) CONSIDERATION TO PURCHASE A 2019 FORD TRANSIT VAN T-350 FROM THE NATIONAL AUTO FLEET GROUP**

Recommend that the City Council:

- a. Approve the purchase of a 2019 Ford Transit Van (T-350) from National Auto Fleet Group through a cooperative purchasing contract with Sourcewell (formerly known as National Joint Power Alliance), contract #120716-NAF;
- b. Authorize the City Manager to execute a purchase Order with National Auto Fleet Group in an amount not to exceed \$64,472.93; and
- c. Designate Vehicle Number WA-4470 as surplus property and authorize the City Manager to dispose of as surplus property and send to auction.

**4) CONSIDERATION TO APPROVE THE PURCHASE OF A 2019 FORD SUPER DUTY F-250 SRW XL 2WD WITH CARB CERTIFIED DEDICATED 19 GGE CNG SYSTEM**

Recommend that the City Council:

- a. Approve the purchase of a 2019 Ford Super Duty F250 SRW XL 2WD with Carb Certified Dedicated 19 GGE CNG System from National Auto Fleet Group through a cooperative purchasing contract with Sourcewell (formerly National Joint Power Alliance), contract #120716-NAF; and
- b. Authorize the City Manager to execute a Purchase Order with National Auto Fleet Group in an amount not to exceed \$42,709.65.

**5) CONSIDERATION TO APPROVE PARTICIPATION IN THE SAN GABRIEL VALLEY REGION LAW ENFORCEMENT HOMELESS OUTREACH SERVICES TEAM GRANT PROGRAM**

Recommend that the City Council:

- a. Approve the Police Department's participation in the San Gabriel Valley Region Law Enforcement Homeless Outreach Services Team (HOST) grant program;
- b. Authorize the City Manager and the Police Chief the use of overtime for sworn police personnel that will be reimbursed by the HOST grant through the City of Pomona Police Department; and

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- c. Adopt budget Resolution No. 7901 appropriating operating grant revenue and expenditures in the amount of \$35,000 to account for overtime costs to be reimbursed through the HOST grant.

**6) CONSIDERATION TO APPROVE HOMELESS CONNECT DAY AND THE USE OF THE CITY SEAL**

Recommend that the City Council:

- a. Approve Homeless Connect Day in the City of San Fernando to be held on February 21, 2019;
- b. Authorize the use of Las Palmas Park to host the event and waive any and all fees;
- c. Approve the use of the City seal on Homeless Connect Day print material and social media pursuant to City Council Resolution No. 6904;
- d. Authorize use of the City seal, City facilities, and waive fees for all future Homeless Connect Day events held in the City, with City Manager approval; and
- e. Authorize the Police Department to pursue donations to support the event.

**7) CONSIDERATION TO AWARD A CONTRACT FOR SAN FERNANDO ROAD STREET IMPROVEMENTS BETWEEN SOUTH HUNTINGTON STREET AND SAN FERNANDO MISSION BOULEVARD, CDBG PROJECT NO. 601994-18 JOB NO. 7606, PLAN NO. P-729**

Recommend that the City Council:

- a. Approve plans and specifications for the San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, Community Development Block Grant (CDBG) Project No. 601994-18 Job No. 7606, Plan No. P-729;
- b. Accept the lowest responsive bid from Palp Inc., DBA Excel Paving Company for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Excel Paving Company (Contract No. 1900) for an amount not to exceed \$309,903;
- d. Authorize the use of an additional \$82,503 in funds awarded by the Community Development Commission;
- e. Authorize the use of \$58,020 of Measure M Funds to make up the (\$27,030) difference between the not to exceed contract amount for construction and the total amount of

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grant funds available for the project; plus, a 10% contingency (\$30,990) to cover the cost of unforeseen construction expenses; and

- f. Adopt Resolution No. 7899 amending the Fiscal Year 2018-2019 adopted budget appropriating the additional CDBG grant and Measure M expenditures and revenues for the San Fernando Road Street Improvements Project.

**PUBLIC HEARING****8) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING THE SAN FERNANDO MUNICIPAL CODE PERTAINING TO CITYWIDE MEDICINAL AND ADULT USE COMMERCIAL CANNABIS PROHIBITIONS AND REGULATIONS**

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1683 “An Ordinance of the City Council of the City of San Fernando, California, amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to regulate commercial cannabis cultivation, distribution, manufacturing, and laboratory testing within certain specified zones and prohibit commercial cannabis retail (dispensaries and deliveries) and microbusinesses citywide except permitted medicinal cannabis delivery activities originating from licensed establishments outside of the City’s boundaries.”;
- c. Affirm the City’s determination that the proposed Ordinance is not subject to California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061(b)(3) because the code amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, does not constitute a “project,” and has no potential for causing a significant effect on the environment. Further, Business and Professions Code Section 26055(h) exempts local ordinances, such as the proposed code amendment, from CEQA that authorizes commercial cannabis activity through discretionary review and approval, which this code amendment requires; and
- d. Direct staff as appropriate to confer with the Cannabis Ad Hoc Committee (Mayor Fajardo and Vice Mayor Ballin) to develop the application process, forms, and fees.

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**ADMINISTRATIVE REPORTS****9) CONSIDERATION TO APPOINT A CITY COUNCIL AD HOC COMMITTEE TO REVIEW RESPONSES TO A REQUEST FOR PROPOSALS FOR FINANCIAL ADVISOR SERVICES RELATED TO THE CITY'S PENSION AND OTHER POST EMPLOYMENT BENEFIT LIABILITIES**

Recommend that the City Council appoint an Ad Hoc Committee to review proposals, interview firms, and recommend selection of a firm to the full City Council.

**10) REVIEW OF CITY COUNCIL PRIORITIES**

Recommend that the City Council review and discuss current City Council priorities.

**11) CONSIDERATION TO APPROVE A SOCIAL MEDIA POLICY**

Recommend that the City Council approve a Social Media Policy.

**12) CONSIDERATION TO APPROVE CITY COUNCIL LIAISON ASSIGNMENTS AND AD HOC AND STANDING COMMITTEES FOR 2018-2019**

This item is placed on the agenda by Mayor Joel Fajardo.

**13) CONSIDERATION TO REAPPOINT AN EDUCATION COMMISSIONER**

This item is placed on the agenda by Councilmember Hector A. Pacheco.

**14) DISCUSSION REGARDING A BALLOT MEASURE FOR CANNABIS REGULATION**

This item is placed on the agenda by Vice Mayor Sylvia Ballin.

**15) CONSIDERATION OF AMENDMENTS TO THE CAMPAIGN REFORM ORDINANCE IN THE SAN FERNANDO MUNICIPAL CODE**

Recommend that the City Council:

- a. Consider amendments to Chapter 2, Article 7 of the San Fernando Municipal Code regarding campaign reform; and
- b. Provide direction and feedback on potential amendments which would be brought back for adoption.

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**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****ADJOURNMENT**

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.*

*Elena G. Chávez, CMC*

*City Clerk*

*Signed and Posted: January 3, 2019 (4:20 p.m.)*

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.*

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# **Regular Meeting**

# **San Fernando City Council**

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** January 7, 2019

**Subject:** Consideration to Adopt Resolution No's 18-122 and 19-011 Approving the Warrant Registers of December 17, 2018 and January 7, 2019, Respectively

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 18-122 (Attachment "A") approving the Warrant Register dated December 17, 2018; and
- b. Adopt Resolution No. 19-011 (Attachment "B") approving the Warrant Register dated January 7, 2019.

### BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Deputy City Manager/Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Deputy City Manager/Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

**Consideration to Adopt Resolution No's 18-122 and 19-011 Approving the Warrant Registers of December 17, 2018 and January 7, 2019, Respectively**

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There are two Warrant Registers attached due to the lack of a formal City Council meeting on December 17, 2018. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandum provided to the City Treasurer approving the release of the Warrant is attached to this report (Attachments "C" & "D").

**ATTACHMENT:**

- A. Resolution No. 18-122 with Exhibit "A"
- B. Resolution No. 19-011 with Exhibit "A"
- C. Resolution No. 6212 (August 3, 1992)
- D. Memorandum Approving Release of Warrant Register (December 17, 2018)

**ATTACHMENT “A”****RESOLUTION NO. 18-122****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-111****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT “A”) as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of January, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA                    )**  
**COUNTY OF LOS ANGELES        ) ss**  
**CITY OF SAN FERNANDO            )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7<sup>th</sup> day of January, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

Voucher List

12/31/20184:50:48PM

CITY OF SAN FERNANDO

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212935	1/7/2019	100050 ACE INDUSTRIAL SUPPLY	1754821		SHOP TOWELS 041-320-0000-4300	182.56 Total :182.56
212936	1/7/2019	888356 ADVANCED AUTO REPAIR	1304	11838	VEHICLE MAINT., REPAIRS AND BODY '1 041-320-0225-4400	623.32
			1311	11838	VEHICLE MAINT., REPAIRS AND BODY '1 041-320-0225-4400	287.53
			1313	11838	VEHICLE MAINT., REPAIRS AND BODY '1 041-320-0390-4400	480.66 Total :1,391.51
212937	1/7/2019	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0119		DRINKING WATER 001-222-0000-4300	101.82 Total :101.82
212938	1/7/2019	889043 ALADIN JUMPERS	2370	11911	5K DIA DE LOS MUERTOS EVENT REN 017-420-1395-4300	2,986.00 Total :2,986.00
212939	1/7/2019	892271 ALL STAR ELITE SPORTS	1658	11778	BASKETBALL UNIFORMS SUMMER 201 017-420-1328-4300	1,705.07 Total :1,705.07
212940	1/7/2019	100222 ARROYO BUILDING MATERIALS, INC	220605		SIDEWALK SANDBLAST-COUNTY MEN 001-311-0000-4300	19.87
			220613		SIDEWALK SANDBLAST-COUNTY MEN 001-311-0000-4300	9.93 Total :29.80
212941	1/7/2019	889037 AT&T MOBILITY	287277903027X1208201		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	139.09 Total :139.09
212942	1/7/2019	889942 ATHENS SERVICES	5984525	11839	STREET SWEEPING SERVICES-DEC 20 011-311-0000-4260	12,249.91

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vchlist		Voucher List				Page:	2
12/31/2018	4:50:48PM	CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212942	1/7/2019	889942 ATHENS SERVICES	(Continued)	11839	001-343-0000-4260		2,299.39
					<b>Total :</b>		<b>14,549.30</b>
212943	1/7/2019	893013 AYSON, LEILANI	DEC 2018		ZUMBA INSTRUCTOR		150.00
					017-420-1337-4260	<b>Total :</b>	<b>150.00</b>
212944	1/7/2019	892784 BARAJAS, MARIA BERENICE	DEC 2018-1		CYCLING INSTRUCTOR		60.00
			DEC 2018-2		017-420-1337-4260		50.00
			DEC 2018-3		CROSSFIT/CARDIO INSTRUCTOR		150.00
					017-420-1337-4260	<b>Total :</b>	<b>260.00</b>
212945	1/7/2019	892426 BEARCOM	4762691	11807	COMPUTER MAINTENANCE CONTRAC		7,388.55
					001-135-0000-4260	<b>Total :</b>	<b>7,388.55</b>
212946	1/7/2019	892013 BERNSTEIN, DIANA	DEC 2018		ALL ABILITIES ART CLASS INSTRUCTOR		200.00
					017-420-1343-4260	<b>Total :</b>	<b>200.00</b>
212947	1/7/2019	888800 BUSINESS CARD	103118		POSTS BOOSTS		235.02
			103118-AM		001-105-0000-4270		145.24
			110618		FINANCE CHARGES		1,223.55
			110918		001-190-0000-4435		125.10
			111218		SENIOR DAY TRIP		629.19
			111618		004-2383		277.21
			112018		SENIOR DAY TRIP		
					004-2380		
					CLEANING SUPPLIES		
					001-423-0000-4300		
					SENIOR TRIP REFUND		



vchlist 12/31/2018 4:50:48PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212953	1/7/2019	103029 CITY OF SAN FERNANDO	1359-1390		REIMB TO WORKER'S COMP ACCT 006-1038	8,120.20
					<b>Total :</b>	<b>8,120.20</b>
212954	1/7/2019	100805 COOPER HARDWARE INC.	114188	11872	MISCELLANEOUS SUPPLIES 043-390-0000-4300	8.73
					<b>Total :</b>	<b>8.73</b>
212955	1/7/2019	888743 COUNTY OF LOS ANGELES	AR0232247		BACKFLOW-PD BOILER ROOM, BRANC 043-390-0000-4260	74.00
					<b>Total :</b>	<b>74.00</b>
212956	1/7/2019	103868 DAVID EVANS & ASSOCIATES, INC	432208	11727	DESIGN SERVICES FOR SRTS CYCLE 012-311-0552-4600	1,466.00
			432209	11728	DESIGN SERVICES FOR SRTS CYCLE 012-311-0553-4600	5,942.50
					<b>Total :</b>	<b>7,408.50</b>
212957	1/7/2019	890090 DEPARTMENT OF INDUSTRIAL	OSIP 65491		ASSESSMENTS FY07/01/18-06/30/19 006-190-0000-4240	11,708.61
					<b>Total :</b>	<b>11,708.61</b>
212958	1/7/2019	891425 DIAZ, MARISOL	REIMB.		REIMB OF VARIOUS ITEMS 017-420-1322-4300 001-422-0000-4300 004-2346 001-420-0000-4390	120.44 15.32 99.15 19.95
					<b>Total :</b>	<b>254.86</b>
212959	1/7/2019	892872 DOUMANIAN & ASSOCIATES	28625		LEGAL SERVICES 001-112-0000-4270	375.00
					<b>Total :</b>	<b>375.00</b>
212960	1/7/2019	103851 EVERSOF, INC.	CJ195011		CREDIT 070-384-0000-4260	-5.00
			R1883340		WATER SOFTNER-WELL 4A 070-384-0000-4260	152.32
						Page: 5

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212960	1/7/2019	103851 103851 EVERSOF, INC.	(Continued)			<b>Total : 147.32</b>
212961	1/7/2019	890981 FAJARDO, JOEL	REIMB.		WELLNESS BENEFIT REIMB. FY18/19 001-101-0103-4140	101.13
					<b>Total :</b>	<b>101.13</b>
212962	1/7/2019	891622 FARMER BROTHERS	68562051		BREAK ROOM SUPPLIES 001-222-0000-4300	165.38
			68593550		BREAK ROOM SUPPLIES 001-222-0000-4300	301.01
					<b>Total :</b>	<b>466.39</b>
212963	1/7/2019	101147 FEDEX	6-392-24395		COURIER SERVICE 001-190-0000-4280	81.79
					<b>Total :</b>	<b>81.79</b>
212964	1/7/2019	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191-		CITY YARD AUTO DIALER 070-384-0000-4220	54.85
			818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220	109.58
					001-190-0000-4220	54.79
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	367.07
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	60.81
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	33.67
			818-831-5002-052096		PD ACTIVITIES PHONE LINE 001-222-0000-4220	53.97
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	327.36
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	33.67
			818-898-7385-033105		LP FAX NUMBER 001-420-0000-4220	38.17
					<b>Total :</b>	<b>1,133.94</b>
						Page: 6

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212965	1/7/2019	891664 GOLDEN TOUCH CLEANING, INC	65758	11811	NOV-JANITORIAL SERVICES CONTRAC 043-390-0000-4260	13,345.50
					<b>Total :</b>	<b>13,345.50</b>
212966	1/7/2019	890124 GONZALEZ, JANETTE	2000388.001		YOUTH BASKETBALL REFUND 017-3770-1328	80.00
					<b>Total :</b>	<b>80.00</b>
212967	1/7/2019	101428 H & H WHOLESALE PARTS	BST3IN6346	11859	FULL SERVICE FOR VEHICLE BATTERI 041-1215	572.21
					<b>Total :</b>	<b>572.21</b>
212968	1/7/2019	101511 HINDERLITER DE LLAMAS & ASSOC.	0030183-IN 0030497-IN	11826	CONTRACTUAL SERVICES-SALES TAX 001-130-0000-4270 CANNABIS REGULATION AND PERMITI 001-190-0000-4270	5,087.35 4,875.00
					<b>Total :</b>	<b>9,962.35</b>
212969	1/7/2019	101599 IMAGE 2000 CORPORATION	249095		VARIOUS COPIER MAINT CONTRACT 1 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260	1,310.10 42.47 153.29
					<b>Total :</b>	<b>1,505.86</b>
212970	1/7/2019	891570 INNOVATIVE TELECOM. SYSTEMS	2446		UPS POWER BACKUP UNIT & INSTALL 001-190-0000-4220	638.48
					<b>Total :</b>	<b>638.48</b>
212971	1/7/2019	101633 INTERNATIONAL CITY/COUNTY	960595		FY18/19 MEMBERSHIP DUES 001-105-0000-4380	1,400.00
					<b>Total :</b>	<b>1,400.00</b>
212972	1/7/2019	892682 IPS GROUP, INC.	38501	11862	SMART METER MGMT & TRANSACTION 001-190-0000-4300	737.00
					<b>Total :</b>	<b>737.00</b>
212973	1/7/2019	891777 IRRIGATION EXPRESS	15133062-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	71.77
						Page: 7

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212973	1/7/2019	891777 IRRIGATION EXPRESS	(Continued) 15133333-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	116.63
			15135925-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	47.25
					<b>Total :</b>	<b>235.65</b>
212974	1/7/2019	892996 KS STATEBANK	6	11854 11854	SMART METERS LOAN REPAYMENT-FE 001-190-0000-4405 001-190-0000-4428	219.59 1,380.66
					<b>Total :</b>	<b>1,600.25</b>
212975	1/7/2019	101990 L.A. COUNTY METROPOLITAN	103061		TAP CARDS-NOV 2018 007-440-0441-4260	936.00
					<b>Total :</b>	<b>936.00</b>
212976	1/7/2019	102007 L.A. COUNTY SHERIFFS DEPT.	191859BL		PRISONER MEALS-NOV 2018 001-225-0000-4350	970.67
					<b>Total :</b>	<b>970.67</b>
212977	1/7/2019	101971 L.A. MUNICIPAL SERVICES	494-750-1000 500-750-1000 594-750-1000 757-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 WATER-14060 SAYRE 070-384-0000-4210	75.64 170.48 5,348.51 59.45
					<b>Total :</b>	<b>5,654.08</b>
212978	1/7/2019	101837 LAKE NATOMA INN	TRAVEL		LODGING-POST SBSLI CLASS 418 001-225-0000-4370	321.42
					<b>Total :</b>	<b>321.42</b>
212979	1/7/2019	101848 LANGUAGE LINE SERVICES	4442207		TRANSLATION SERVICES 001-222-0000-4260	60.84
					<b>Total :</b>	<b>60.84</b>
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212980	1/7/2019	101926 LILES, RICHARD	209717		REPL STL DTD CK-APR. CALPERS HEA 070-2140 072-2140	264.23 264.22 <b>Total : 528.45</b>
212981	1/7/2019	101974 LOS ANGELES COUNTY	NOV 2018	11816	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	6,646.69 <b>Total : 6,646.69</b>
212982	1/7/2019	102003 LOS ANGELES COUNTY	RE-PW18121002519	11833	FY 18-19 INDUSTRIAL WASTE CHARGE 072-360-0000-4450	4,826.84 <b>Total : 4,826.84</b>
212983	1/7/2019	892477 LOWES	1198 1656 2536		SAFETY KNEE PADS 043-390-0000-4300 SUPPLIES FOR TREE LIGHTING EVEN1 043-390-0000-4300 SUPPLIES FOR TREE LIGHTING EVEN1 043-390-0000-4300	83.04 156.31 42.03 <b>Total : 281.38</b>
212984	1/7/2019	892243 MAGALY'S TAMALES	210262		REPL STALE DTD CK-CATERING FOR 2 001-115-0000-4450	165.00 <b>Total : 165.00</b>
212985	1/7/2019	888468 MAJOR METROPOLITAN SECURITY	1090832 1090833 1090834 1090835 1090836 1090837	11844 11844 11844 11844 11844 11844	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00

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212985	1/7/2019	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1090838 1090839 1090840 1090841 1090842 1090843 1090844 1090845 1090846	11844 11844 11844 11844 11844 11844 11844 11844 11844	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	15.00 15.00 15.00 15.00 25.00 15.00 23.00 23.00 23.00 <b>Total : 267.00</b>
212986	1/7/2019	892471 MATHESON TRI-GAS INC	18672614		WORKSHOP BENCH GRINDER WHEEL 070-384-0000-4320	179.55 <b>Total : 179.55</b>
212987	1/7/2019	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	33.39 <b>Total : 33.39</b>
212988	1/7/2019	892756 MEYERHOFF, ALEXANDER	REIMB. REIMB.		WELLNESS BENEFIT REIMB. FY18-19 001-105-0000-4140 VARIOUS MEETINGS & TRAININGS 001-105-0000-4390 001-105-0000-4370	438.05 18.00 37.65 <b>Total : 493.70</b>
212989	1/7/2019	102201 MIERZYNSKI, IRMGARD	OCT-DEC 2018		LINE DANCE INSTRUCTOR	

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212989	1/7/2019	102201 MIERZYNSKI, IRMGARD	(Continued)		017-420-1339-4260	133.00
					<b>Total :</b>	<b>133.00</b>
212990	1/7/2019	891329 MIKE'S TIRE MAN INC	123900	11846	TIRES FOR FLEET. 041-1215	1,388.44
			124662	11846	TIRES FOR FLEET. 041-1215	606.63
					<b>Total :</b>	<b>1,995.07</b>
212991	1/7/2019	102226 MISSION LINEN SUPPLY	508799187		LAUNDRY 001-225-0000-4350	138.23
			508825747		LAUNDRY 001-225-0000-4350	118.24
			508847362		LAUNDRY 001-225-0000-4350	105.87
			508874066		LAUNDRY 001-225-0000-4350	98.50
					<b>Total :</b>	<b>460.84</b>
212992	1/7/2019	102260 MOORE MEDICAL LLC	83688398		MEDICATIONS 001-225-0000-4350	3.58
			83691809		MEDICATIONS 001-225-0000-4350	122.88
					<b>Total :</b>	<b>126.46</b>
212993	1/7/2019	893050 MORALES-RODRIGUEZ, CRYSTAL	DEC 2018		MMA MENTOR INSTRUCTOR 109-424-3614-4260	136.00
					<b>Total :</b>	<b>136.00</b>
212994	1/7/2019	892535 MORAN, YOVANNI	DEC 2018		YOGA INSTRUCTOR 017-420-1337-4260	75.00
					<b>Total :</b>	<b>75.00</b>
212995	1/7/2019	102325 NAPA AUTO PARTS	5478-979170		BATTERY-PW0582 041-320-0370-4400	189.76
					<b>Total :</b>	<b>189.76</b>
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212996	1/7/2019	892783 NORTH AMERICAN RESCUE	IN341795	11907	FIRST AID SUPPLIES 010-220-3622-4500	1,075.29
					<b>Total :</b>	<b>1,075.29</b>
212997	1/7/2019	102403 NOW IMAGE PRINTING	2018210		WATER WINDOW ENVELOPES 070-382-0000-4300	180.13
					072-360-0000-4300	180.12
					<b>Total :</b>	<b>360.25</b>
212998	1/7/2019	102432 OFFICE DEPOT	2251818444		OFFICE SUPPLIES 001-423-0000-4300	27.78
			239966181001		OFFICE SUPPLIES 001-424-0000-4300	95.24
			239966182001		OFFICE SUPPLIES 001-420-0000-4300	15.47
			242515719001		TONER & OFFICE SUPPLIES 001-130-0000-4300	105.34
			243761092001		TONERS 001-130-0000-4300	508.95
			246014972001		OFFICE SUPPLIES 041-320-0000-4300	55.41
			246015926001		OFFICE SUPPLIES 070-384-0000-4300	48.28
			249125703001		OFFICE SUPPLIES 001-423-0000-4300	96.84
			249125704001		OFFICE SUPPLIES 001-423-0000-4300	41.50
			249125705001		OFFICE SUPPLIES 001-423-0000-4300	37.60
					<b>Total :</b>	<b>1,032.41</b>
212999	1/7/2019	892572 OLIVAREZ MADRUGA	5747		LEGAL SERVICES 001-110-0000-4270	17,252.49
					<b>Total :</b>	<b>17,252.49</b>
213000	1/7/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-308751	11847	VEHICLE SERVICE MAINT. & REPAIR P/ 041-320-0152-4400	11.02
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213000	1/7/2019	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued) 4605-313307	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-314437	11847	041-1215 VEHICLE SERVICE MAINT. & REPAIR P/	109.99
			4605-314565	11847	041-1215 VEHICLE SERVICE MAINT. & REPAIR P/	91.59
					041-1215	19.36
					<b>Total :</b>	<b>231.96</b>
213001	1/7/2019	892095 OSCAR SIGNS	121718		RECRUITMENT BROCHURES	
					001-222-0000-4300	275.00
					<b>Total :</b>	<b>275.00</b>
213002	1/7/2019	893068 PACIFIC COAST RACE TIMING	1423		5K TIMING COMPANY PAYMENT	
					017-420-1395-4260	679.00
					<b>Total :</b>	<b>679.00</b>
213003	1/7/2019	892958 PADILLA'S AUTO CENTER	121018		VEHICLE MAINT-PW2116	
					041-320-0370-4400	485.00
					<b>Total :</b>	<b>485.00</b>
213004	1/7/2019	892360 PARKING COMPANY OF AMERICA	INVM0013163	11834	NOV-DIAL A RIDE AND TROLLEY SERVI	
				11834	007-313-0000-4260	23,074.76
					008-313-0000-4260	23,074.76
					<b>Total :</b>	<b>46,149.52</b>
213005	1/7/2019	889545 PEREZ, MARIBEL	REIMB.		MILEAGE-CPRS & UPPER LA RIVER MT	
					001-420-0000-4390	36.08
					001-420-0000-4300	7.00
					<b>Total :</b>	<b>43.08</b>
213006	1/7/2019	887646 PLUMBERS DEPOT INC	PD-40398		SEWER JET REPAIR	
					072-360-0000-4300	1,939.90
					<b>Total :</b>	<b>1,939.90</b>
213007	1/7/2019	102738 QUINTERO ESCAMILLA, VIOLETA	NOV 2018		SENIOR MUSIC INSTRUCTOR	
			OCT 2018		017-420-1323-4260	240.00
					SENIOR MUSIC INSTRUCTOR	

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213007	1/7/2019	102738 QUINTERO ESCAMILLA, VIOLETA	(Continued)			
			SEPT 2018		017-420-1323-4260	300.00
					SENIOR MUSIC INSTRUCTOR	
					017-420-1323-4260	240.00
					<b>Total :</b>	<b>780.00</b>
213008	1/7/2019	102779 RAMIREZ, THOMAS	DEC 2018		KARATE INSTRUCTOR	
					017-420-1326-4260	420.00
					<b>Total :</b>	<b>420.00</b>
213009	1/7/2019	888322 RAMONA BOWL AMPHITHEATRE	122818		DEPOSIT FOR SENIOR TRIP ON 4/13/15	
					004-2383	250.00
					<b>Total :</b>	<b>250.00</b>
213010	1/7/2019	102855 RIO HONDO REGIONAL	F18-213-ZSFN		RGSTR-PHYSICAL AGILITY TESTS	
					001-222-0000-4370	18.40
					<b>Total :</b>	<b>18.40</b>
213011	1/7/2019	887165 RYAN HERCO PRODUCTS CORP	9101574		PVC/VIT UNION SLOANES & VALVES	
			9101575		070-384-0000-4320	281.77
			9101576		PRM PRESS GUAGES	
			9102736		070-384-0000-4320	105.22
			9102752		PVC GUAGE GUARDS	
					070-384-0000-4320	181.92
					PVC/VIT UNION SPEARS	
					070-384-0000-4320	22.28
					CREDIT-RETURNED ITEM	
					070-384-0000-4320	-18.48
					<b>Total :</b>	<b>572.71</b>
213012	1/7/2019	103038 SAN FERNANDO FLORIST	121918		SENIOR HOLIDAY DANCE CENTER PIE	
					004-2380	1,089.00
					<b>Total :</b>	<b>1,089.00</b>
213013	1/7/2019	891253 SAN FERNANDO SMOG TEST ONLY	1482		SMOG TEST-E1249700	
			1484		041-320-0000-4450	60.00
					SMOG TEST-E005628	

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213013	1/7/2019	891253 SAN FERNANDO SMOG TEST ONLY	(Continued)			
			1486		041-320-0000-4450 SMG TEST-E1008775	60.00
			1490		041-320-0000-4450 SMOG TEST-E1094923	60.00
			1492		041-320-0000-4450 SMOG TEST-E1194738	60.00
			1499		041-320-0000-4450 SMOG TEST-E1277222	60.00
					041-320-0000-4450	60.00
					<b>Total :</b>	<b>360.00</b>
213014	1/7/2019	892416 SANCHEZ, KARLA	DEC 2018		ZUMBA INSTRUCTOR 017-420-1337-4260	200.00
					<b>Total :</b>	<b>200.00</b>
213015	1/7/2019	891331 SESAC	10253779		ANNUAL MUSIC LICENSING FEE 001-424-0000-4260	438.00
					<b>Total :</b>	<b>438.00</b>
213016	1/7/2019	103184 SMART & FINAL	37609		BREAK ROOM SUPPLIES 001-222-0000-4300	54.49
			38999		SENIOR DANCE-WATER & SODAS 004-2380	100.56
			45061		SENIOR PROG HOLIDAY CELEBRATION 004-2359	82.57
			45986		SENIOR DANCE-SODAS 004-2380	68.30
			46928		SENIOR DANCE-APPLE CIDER 004-2380	52.90
			52313		BREAK ROOM SUPPLIES 070-381-0000-4300	120.47
					072-360-0000-4300	120.47
			53674		SENIOR TRIP REFRESHMENTS 004-2383	41.78
			53675		ENP COFFEE SUPPLIES 004-2346	62.68
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213016	1/7/2019	103184 SMART & FINAL	(Continued) 55329		SUPPLIES-TREE LIGHTING CELEBRATI 004-2359	5.58
					<b>Total :</b>	<b>709.80</b>
213017	1/7/2019	103218 SOLIS, MARGARITA	30-38		PETTY CASH REIMBURSEMENT 001-116-0000-4300	46.20
					001-130-0000-4370	23.24
					001-222-0000-4370	57.15
					001-225-0000-4350	31.72
					001-311-0000-4300	28.60
					001-341-0000-4300	34.10
					070-383-0000-4310	35.84
					<b>Total :</b>	<b>256.85</b>
213018	1/7/2019	892367 SOLIS, MARGARITA	42; 44-46		L P SENIOR PETTY CASH REIMB. 004-2380	158.60
					<b>Total :</b>	<b>158.60</b>
213019	1/7/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST 043-390-0000-4210	4,258.85
			2-33-746-5215		ELECTRIC-190 PARK 027-344-0000-4210	545.18
			2-39-084-2581		ELECTRIC-1117 SECOND 043-390-0000-4210	28.60
			2-39-717-6769		ELECTRIC-801 8TH 043-390-0000-4210	31.59
					<b>Total :</b>	<b>4,864.22</b>
213020	1/7/2019	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS FOR CNG STATION 074-320-0000-4402	1,596.21
					<b>Total :</b>	<b>1,596.21</b>
213021	1/7/2019	889149 STAPLES BUSINESS ADVANTAGE	8052388815		BREAK ROOM SUPPLIES 001-190-0000-4300	380.90
			8052472106		TONER 070-383-0000-4300	59.39
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213021	1/7/2019	889149 889149 STAPLES BUSINESS ADVANTAGE	(Continued)			<b>Total : 440.29</b>
213022	1/7/2019	103090 SUSAN SAXE-CLIFFORD, PH.D.	18-1210-1		PSYCH EVALUATION 001-222-0000-4260	450.00 <b>Total : 450.00</b>
213023	1/7/2019	888621 SWRCB	SW-0159731 WD-0138516 WD-0141578		ANNUAL PERMIT FEE 10/01/18-09/30/19 070-381-0000-4450 ANNUAL PERMIT FEE 07/01/18-06/30/19 070-381-0000-4450 ANNUAL PERMIT FEE 07/01/18-06/30/19 070-381-0000-4450	8,539.00 2,286.00 2,286.00 <b>Total : 13,111.00</b>
213024	1/7/2019	888946 TEKWERKS	22481	11804	WEBSITE HOSTING & MAINT-JAN 2018 001-135-0000-4260	800.00 <b>Total : 800.00</b>
213025	1/7/2019	103205 THE GAS COMPANY	042-320-6900-7 084-220-3249-3 088-520-6400-8 090-620-6400-2 143-287-8131-6		GAS-910 FIRST 043-390-0000-4210 GAS-505 S HUNTINGTON 043-390-0000-4210 GAS-117 N MACNEIL 043-390-0000-4210 GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210	123.43 135.46 102.40 22.36 22.36 44.73 126.43 <b>Total : 577.17</b>
213026	1/7/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	1075028 1075029 4974462		MATL'S FOR FENCE REPAIR & SMALL T 043-390-0000-4300 SMALL TOOLS 043-390-0000-4300 SALT	81.75 63.72

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213026	1/7/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)	5031368 5072630		070-384-0301-4300 RAKE & ROUGH SURFACE BROOMS 001-311-0000-4300 MACLAY HOLIDAY DECORATIONS 001-311-0000-4300	1,285.20 95.61 179.89 <b>Total : 1,706.17</b>
213027	1/7/2019	890833 THOMSON REUTERS	839334254		DET INVESTIGATION TOOLS-NOV 2018 001-135-0000-4260	192.12 <b>Total : 192.12</b>
213028	1/7/2019	103903 TIME WARNER CABLE	10369121018 196309121318 222204122018 28882120518		CABLE-PD 12/18-01/17 001-222-0000-4260 INTERNET SERVICES 12/23/18-01/22/19 001-190-0000-4220 CABLE-PW 11/26/18-12/28/18 001-190-0000-4220 CABLE-LP PARK 12/13-1/12 001-420-0000-4260	231.50 1,299.00 105.20 185.62 <b>Total : 1,821.32</b>
213029	1/7/2019	891252 TIMECLOCK PLUS	480560	11918	TIMECLOCK EMPLOYEE LICENSES (12 001-135-0000-4260	4,680.00 <b>Total : 4,680.00</b>
213030	1/7/2019	103445 UNDERGROUND SERVICE ALERT	1120180677		(52) USA DIGALERT TICKETS 070-381-0000-4260	95.80 <b>Total : 95.80</b>
213031	1/7/2019	888241 UNITED SITE SERVICES OF CA INC	114-7170293	11896	PORTABLE TOILET RENTAL AT CITY FA 043-390-0000-4260	173.81 <b>Total : 173.81</b>
213032	1/7/2019	103534 VALLEY LOCKSMITH	5754	11865	LOCKSMITH SERVICES FOR ALL FACIL 043-390-0000-4330	350.00 <b>Total : 350.00</b>

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213033	1/7/2019	890680 VASQUEZ, BERTHA	2000187.003		SENIOR TRIP CREDIT REFUND 004-2383	70.00
					Total :	70.00
213034	1/7/2019	103574 VERDIN, FRANCISCO JAVIER	OCT-DEC 2018		MEXICAN FOLKLORICO DANCE CLASS 017-420-1362-4260	945.00
					Total :	945.00
213035	1/7/2019	889644 VERIZON BUSINESS	6262718		CITY HALL LONG DISTANCE 001-190-0000-4220	50.59
			6262719		CITY YARD LONG DISTANCE 070-384-0000-4220	15.18
			6262720		CITY HALL LONG DISTANCE 001-190-0000-4220	25.49
			6262721		PD LONG DISTANCE 001-222-0000-4220	112.00
			6262722		CITY YARD LONG DISTANCE 070-384-0000-4220	10.11
			6262723		PARKS LONG DISTANCE 001-420-0000-4220	15.42
			6263265		CITY YARD LONG DISTANCE 001-310-0000-4220	5.14
			6263276		CITY HALL LONG DISTANCE 001-190-0000-4220	55.86
					Total :	289.79
213036	1/7/2019	100101 VERIZON WIRELESS-LA	9819982214		VARIOUS CELL PHONE PLANS 001-105-0000-4220	109.38
					072-360-0000-4220	62.42
					001-101-0111-4220	61.02
					001-101-0107-4220	37.58
					001-101-0103-4220	54.03
					Total :	324.43
213037	1/7/2019	891531 WILLDAN ENGINEERING	00327466	11900	NPDES COMPLIANCE & LA EWMG 001-310-0000-4270	3,416.25
			003-283359		GENERAL ENGINEERING SERVICES-10	

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vchlist		Voucher List				Page:	20
12/31/2018 4:50:48PM		CITY OF SAN FERNANDO					
<hr/>							
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
213037	1/7/2019	891531 WILLDAN ENGINEERING	(Continued)				
			00616863	11812	001-310-0000-4270	1,560.00	
					DESIGN SERVICES FOR STREET RESL		
				11736	012-311-6673-4600	28,117.50	
			327800		NPDES COMPLIANCE & LA EWMG		
				11900	001-310-0000-4270	12,286.43	
			328000		NPDES COMPLIANCE & LA EWMG		
				11900	001-310-0000-4270	9,679.75	
					Total :	55,059.93	
213038	1/7/2019	892023 WINDSTREAM	70817740		PHONE SERVICES-12/18/18-01/17/19		
					001-222-0000-4220	642.84	
					001-420-0000-4220	947.72	
					070-384-0000-4220	514.47	
					001-190-0000-4220	1,803.59	
					Total :	3,908.62	
213039	1/7/2019	892785 WONG, MICHELLE	DEC 2018		YOGA INSTRUCTOR		
					017-420-1337-4260	75.00	
					Total :	75.00	
105 Vouchers for bank code :		bank3				Bank total :	755,564.12
105 Vouchers in this report						Total vouchers :	755,564.12

Voucher Registers are not final until approved by Council.

**SPECIAL CHECKS**

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212698	12/5/2018	891797 VALLEY POWER REPAIRS	4135		SMALL EQUIP MAINT 043-390-0000-4310	118.72
					<b>Total :</b>	<b>118.72</b>
212699	12/5/2018	892903 AGUILERA, SAMUEL	2000099.003		SENIOR TRIP REFUND 004-2384	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
212700	12/6/2018	103648 CITY OF SAN FERNANDO	SPR 12-5-18		REIMB FOR SPECIAL PAYROLL W/E 12/ 001-1003 070-1003 072-1003	49,895.94 2,212.43 2,212.45
					<b>Total :</b>	<b>54,320.82</b>
212701	12/13/2018	103648 CITY OF SAN FERNANDO	PR 12-14-18		REIMB FOR PAYROLL W/E 12/7/18 001-1003 007-1003 008-1003 017-1003 018-1003 027-1003 029-1003 041-1003 043-1003 070-1003 072-1003 119-1003	356,435.75 787.03 2,061.11 291.99 67,117.24 3,295.44 2,544.92 9,445.67 19,082.10 36,993.80 23,817.88 1,554.82
					<b>Total :</b>	<b>523,427.75</b>
212833	12/19/2018	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS- DEC 2018 001-1160	11,960.42
					<b>Total :</b>	<b>11,960.42</b>
212834	12/19/2018	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS- DEC 2018 001-1160	234.96

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212834	12/19/2018	891230 891230 DELTA DENTAL INSURANCE COMPANY (Continued)				<b>Total : 234.96</b>
212835	12/19/2018	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS- DEC 2018 001-1160	2,486.87
					<b>Total :</b>	<b>2,486.87</b>
212836	12/19/2018	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS- DEC 2018 001-1160	3,988.00
					<b>Total :</b>	<b>3,988.00</b>
8 Vouchers for bank code :		bank3			<b>Bank total :</b>	<b>598,537.54</b>
8 Vouchers in this report					<b>Total vouchers :</b>	<b>598,537.54</b>

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**SPECIAL CHECKS**

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**Voucher List**  
**CITY OF SAN FERNANDO**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212838	1/1/2019	100286 BAKER, BEVERLY	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
212839	1/1/2019	891015 CROOK, ROBERT	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					<b>Total :</b>	<b>653.66</b>
212840	1/1/2019	100916 DEIBEL, PAUL	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
212841	1/1/2019	891041 GARCIA, CONNIE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
212842	1/1/2019	101781 KISHITA, ROBERT	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
212843	1/1/2019	101926 LILES, RICHARD	19-Jan		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	247.21 247.20
					<b>Total :</b>	<b>494.41</b>
212844	1/1/2019	891027 LOCKETT, JOANN	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
212845	1/1/2019	891028 MANTHEY, DONALD	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					<b>Total :</b>	<b>653.66</b>
212846	1/1/2019	102126 MARTINEZ, MIGUEL	19-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	482.64
					<b>Total :</b>	<b>482.64</b>

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**Voucher List**  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212847	1/1/2019	102483 OROZCO, ELVIRA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	163.37
					<b>Total :</b>	<b>163.37</b>
212848	1/1/2019	891031 ORTEGA, JIMMIE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					<b>Total :</b>	<b>258.83</b>
212849	1/1/2019	891032 OTREMBE, EUGENE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					<b>Total :</b>	<b>653.66</b>
212850	1/1/2019	891354 RAMIREZ, ROSALINDA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					<b>Total :</b>	<b>482.64</b>
212851	1/1/2019	102940 RUIZ, RONALD	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
212852	1/1/2019	103121 SERRANO, ARMANDO	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					<b>Total :</b>	<b>533.75</b>
212853	1/1/2019	892782 TIGHE, DONNA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
212854	1/1/2019	891046 VANAALST, LEONILDA	19-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	187.74
					<b>Total :</b>	<b>187.74</b>
17 Vouchers for bank code : bank3						<b>Bank total :</b> 6,712.74
17 Vouchers in this report						<b>Total vouchers :</b> 6,712.74

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212864	1/1/2019	100642 CASTRO, RICO	(Continued)		001-180-0000-4127		1,551.56
						Total :	1,551.56
212865	1/1/2019	891014 CREEKMORE, CASIMIRA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		258.83
						Total :	258.83
212866	1/1/2019	891016 DEATON, MARK	19-Jan		CALPERS HEALTH REIMB 070-180-0000-4127		494.41
						Total :	494.41
212867	1/1/2019	100913 DECKER, CATHERINE	19-Jan		CALPERS HEALTH REIMB 070-180-0000-4127		653.66
						Total :	653.66
212868	1/1/2019	100925 DELGADO, RALPH	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		462.74
						Total :	462.74
212869	1/1/2019	892102 DOSTER, DARRELL	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		653.66
						Total :	653.66
212870	1/1/2019	100996 DRAKE, JOYCE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		258.83
						Total :	258.83
212871	1/1/2019	100995 DRAKE, MICHAEL	19-Jan		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127		129.42
						Total :	258.83
212872	1/1/2019	100997 DRAPER, CHRISTOPHER	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		1,472.46
						Total :	1,472.46
212873	1/1/2019	101044 ELEY, JEFFREY	19-Jan		CALPERS HEALTH REIMB		

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212873	1/1/2019	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	1,940.00
					Total :	1,940.00
212874	1/1/2019	891040 FISHKIN, RIVIAN	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
212875	1/1/2019	892103 GAJDOS, BETTY	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
212876	1/1/2019	891351 GARCIA, DEBRA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,490.94
					Total :	1,490.94
212877	1/1/2019	891067 GARCIA, NICOLAS	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.56
					Total :	1,177.56
212878	1/1/2019	101318 GLASGOW, KEVIN	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46
					Total :	1,472.46
212879	1/1/2019	891020 GLASGOW, ROBERT	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	377.00
					Total :	377.00
212880	1/1/2019	891021 GUIZA, JENNIE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
212881	1/1/2019	101415 GUTIERREZ, OSCAR	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
212882	1/1/2019	891352 HADEN, SUSANNA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212882	1/1/2019	891352 891352 HADEN, SUSANNA	(Continued)			Total : 482.64
212883	1/1/2019	101440 HALCON, ERNEST	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00
					Total :	1,226.00
212884	1/1/2019	891918 HARTWELL, BRUCE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
212885	1/1/2019	101465 HARVEY, DAVID	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
212886	1/1/2019	101466 HARVEY, DEVERY MICHAEL	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,679.00
					Total :	1,679.00
212887	1/1/2019	101471 HASBUN, NAZRI A.	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50
					Total :	1,203.50
212888	1/1/2019	891023 HATFIELD, JAMES	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
212889	1/1/2019	892104 HERNANDEZ, ALFONSO	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07
					Total :	1,503.07
212890	1/1/2019	891024 HOOKER, RAYMOND	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	707.78
					Total :	707.78
212891	1/1/2019	101538 HOUGH, RAY	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212892	1/1/2019	101597 IBRAHIM, SAMIR	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
212893	1/1/2019	101694 JACOBS, ROBERT	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,147.00 <b>1,147.00</b>
212894	1/1/2019	892105 KAHMANN, ERIC	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 <b>511.48</b>
212895	1/1/2019	101786 KLOTZSCHE, STEVEN	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 <b>832.98</b>
212896	1/1/2019	891866 KNIGHT, DONNA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
212897	1/1/2019	892929 LEWIS, WANDA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
212898	1/1/2019	891043 LIEBERMAN, LEONARD	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 <b>187.74</b>
212899	1/1/2019	101933 LITTLEFIELD, LESLEY	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
212900	1/1/2019	102059 MACK, MARSHALL	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
212901	1/1/2019	891010 MAERTZ, ALVIN	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212901	1/1/2019	891010 MAERTZ, ALVIN	(Continued)			<b>511.48</b>
212902	1/1/2019	888037 MARTINEZ, ALVARO	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 <b>1,101.28</b>
212903	1/1/2019	102206 MILLER, WILMA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
212904	1/1/2019	102212 MIRAMONTES, MONICA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 <b>1,203.50</b>
212905	1/1/2019	102232 MIURA, HOWARD	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
212906	1/1/2019	892106 MONTAN, EDWARD	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 <b>832.98</b>
212907	1/1/2019	102365 NAVARRO, RICARDO A	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 <b>462.74</b>
212908	1/1/2019	102473 ORDELHEIDE, ROBERT	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,551.56 <b>1,551.56</b>
212909	1/1/2019	102486 ORSINI, TODD	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,605.35 <b>1,605.35</b>
212910	1/1/2019	102569 PARKS, ROBERT	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,940.00 <b>1,940.00</b>
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212911	1/1/2019	891353 PEAVY, JOSEPH	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
212912	1/1/2019	102527 PISCITELLI, ANTHONY	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	462.74
					Total :	462.74
212913	1/1/2019	891033 POLLOCK, CHRISTINE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	377.00
					Total :	377.00
212914	1/1/2019	102735 QUINONEZ, MARIA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28
					Total :	1,101.28
212915	1/1/2019	891034 RAMSEY, JAMES	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	677.47
					Total :	677.47
212916	1/1/2019	102864 RIVETTI, DOMINICK	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	886.00
					Total :	886.00
212917	1/1/2019	102936 RUELAS, MARCO	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,503.07
					Total :	1,503.07
212918	1/1/2019	891044 RUSSUM, LINDA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
212919	1/1/2019	890806 SALDIVAR, GEORGE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
212920	1/1/2019	892107 SHANAHAN, MARK	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212920	1/1/2019	892107 892107 SHANAHAN, MARK	(Continued)			Total : 511.48	
212921	1/1/2019	891035 SHERWOOD, NINA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83	
					Total :	258.83	
212922	1/1/2019	103175 SKOBIN, ROMELIA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61	
					Total :	1,102.61	
212923	1/1/2019	103220 SOMERVILLE, MICHAEL	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.00	
					Total :	1,487.00	
212924	1/1/2019	103394 TORRES, RACHEL	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83	
					Total :	258.83	
212925	1/1/2019	889588 UFANO, VIRGINIA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	187.74	
					Total :	187.74	
212926	1/1/2019	888417 VALDIVIA, LAURA	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	707.78	
					Total :	707.78	
212927	1/1/2019	103562 VASQUEZ, JOEL	19-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	1,940.00	
					Total :	1,940.00	
212928	1/1/2019	891038 WAITE, CURTIS	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61	
					Total :	1,102.61	
212929	1/1/2019	891036 WATT, DAVID	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	653.66	
					Total :	653.66	
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212930	1/1/2019	891037 WEBB, NANCY	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 <b>677.47</b>
212931	1/1/2019	103643 WEDDING, JEROME	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 <b>653.66</b>
212932	1/1/2019	103727 WYSBEEK, DOUDE	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 <b>258.83</b>
212933	1/1/2019	103737 YNIGUEZ, LEONARD	19-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 <b>1,102.61</b>
79 Vouchers for bank code : bank3						<b>Bank total : 60,155.70</b>
79 Vouchers in this report						<b>Total vouchers : 60,155.70</b>

Voucher Registers are not final until approved by Council.

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**ATTACHMENT “B”****RESOLUTION NO. 19-011****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-011****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT “A”) as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of January, 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA                    )**  
**COUNTY OF LOS ANGELES            ) ss**  
**CITY OF SAN FERNANDO             )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7<sup>th</sup> day of January, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist		Voucher List				Page: 1	
12/17/2018 10:23:46AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212702	12/17/2018	892552 A & M CATERING, INC.	1616		SENIOR CLUB THANKSGIVING-ADDT'L 004-2380	1,089.00	
					Total :	1,089.00	
212703	12/17/2018	891587 ABLE MAILING INC.	28936	11802	MAILING & FULFILLMENT SERVICES-N	102.11	
				11802	072-360-0000-4300	102.11	
			28937		STORAGE OF WATER ENV-OCT 2018		
					072-360-0000-4300	25.00	
					070-382-0000-4300	25.00	
			29131	11802	MAILING & FULFILLMENT SERVICES-D	90.95	
				11802	072-360-0000-4300	90.95	
			29132		STORAGE OF WATER ENV-NOV 2018		
					072-360-0000-4300	25.00	
					070-382-0000-4300	25.00	
					Total :	486.12	
212704	12/17/2018	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-1118	11720	NOV-SEVEN (7) ADS D-SITE OVERFLOW		
					072-360-0000-4260	903.00	
					Total :	903.00	
212705	12/17/2018	100130 ALMANZA, LAURA	112118		SENIOR CLUB REIMB FOR ITEMS PUR	173.50	
			113018		004-2380		
					SENIOR CLUB REIMB FOR ITEMS PUR		
					004-2380	109.49	
					Total :	282.99	
212706	12/17/2018	893057 ALMENS GROUP LLC	41-1155-04		WATER ACCT REFUND-611 LASHBURN		
					070-2010	22.50	
					Total :	22.50	
212707	12/17/2018	100143 ALONSO, SERGIO	NOV 20118		MMAP INSTRUCTOR		
					108-424-3647-4260	270.00	
					109-424-3614-4260	270.00	
						Page: 1	

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vchlist		Voucher List				Page: 2	
12/17/2018 10:23:46AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212707	12/17/2018	100143 100143 ALONSO, SERGIO	(Continued)			Total :	540.00
212708	12/17/2018	892646 ALVARADO, GLORIA	120318		SENIOR CLUB REIMB FOR ITEMS PURH 004-2380		98.30
						Total :	98.30
212709	12/17/2018	890628 ANDERSON, CAROL	60-0986-01		WATER ACCT REFUND-445 GRISWOLD 070-2010		74.92
						Total :	74.92
212710	12/17/2018	102500 APCO INTERNATIONAL	559084		2019 MEMBERSHIP 001-222-0000-4380		120.00
						Total :	120.00
212711	12/17/2018	893056 AVENU MUNISERVICES	INV06-004435		CAFR REPORT 001-130-0000-4270		1,000.00
						Total :	1,000.00
212712	12/17/2018	892252 AYALA, JUANA	2000178.003		SENIOR TRIP REFUND 004-2383		20.00
						Total :	20.00
212713	12/17/2018	893013 AYSON, LEILANI	NOV 2018		ZUMBA INSTRUCTOR 017-420-1337-4260		100.00
						Total :	100.00
212714	12/17/2018	893066 BANUELOS, SERGIO	2000386.001		SOCCER REFUND 017-3770-1328		43.00
						Total :	43.00
212715	12/17/2018	890546 BARAJAS, CRYSTAL	NOV 2018		MMAP MENTOR INSTRUCTOR 109-424-3614-4260		204.00
						Total :	204.00
212716	12/17/2018	892784 BARAJAS, MARIA BERENICE	NOV 2018		CYCLING INSTRUCTOR 017-420-1337-4260		60.00
			NOV 2018		TOTAL BODY CONDITIONING INSTRUCC 017-420-1337-4260		75.00

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vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212716	12/17/2018	892784 BARAJAS, MARIA BERENICE	(Continued) NOV 2018		CROSSFIT/CARDIO INSTRUCTOR 017-420-1337-4260	175.00
					<b>Total :</b>	<b>310.00</b>
212717	12/17/2018	891301 BERNARDEZ, RENATE Z.	493		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					<b>Total :</b>	<b>250.00</b>
212718	12/17/2018	892847 B-LINE INVESTIGATIONS, INC	1023	11908	PO APP BACKGROUND INVESTIGATION 001-222-0000-4270	2,600.00
					<b>Total :</b>	<b>2,600.00</b>
212719	12/17/2018	891890 BLODGETT BAYLOSIS	181771		ENVIRONMENTAL CONSULTANT FEES 001-2203	4,550.00
					<b>Total :</b>	<b>4,550.00</b>
212720	12/17/2018	888800 BUSINESS CARD	110918		SERVICE RIBBON YARDAGE 001-222-0000-4300	1,117.40
			111418		REGISTRATION-2019 LCW ANNUAL CO 001-130-0000-4370	525.00
					001-133-0000-4370	525.00
					001-222-0000-4370	1,575.00
			111618		ADULT SPORTS PROG SUBSCRIPTION 017-420-1334-4260	89.94
			111618		AIRFARE-POST SBSLI CLASS 418 001-225-0000-4370	117.96
			111918		DINNER FOR CC & STAFF-CC MTG 11/1 001-101-0000-4300	58.10
			111918		DINNER FOR CC & STAFF-CC MTG 11/1 001-101-0000-4300	37.96
			111918		LODGING-POST SBSLI CLASS 418 001-225-0000-4370	310.66
			112818		2019 MEMBERSHIP DUES 001-130-0000-4300	110.00
			112918		OFFICE SUPPLIES 001-222-0000-4300	302.16
						Page: 3

vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212720	12/17/2018	888800 BUSINESS CARD	(Continued) 113018		FINANCE CHARGES 001-190-0000-4435	5.01
					<b>Total :</b>	<b>4,774.19</b>
212721	12/17/2018	889056 CALLEROS, MARIA	REIMB.		REIMB-ITEMS PURCHASED FOR DIA DI 004-2391	54.75
					017-420-1395-4300	35.04
					<b>Total :</b>	<b>89.79</b>
212722	12/17/2018	892380 CARDENAS, ENEDINA	2000170.003		SENIOR TRIP REFUND 004-2383	35.00
					<b>Total :</b>	<b>35.00</b>
212723	12/17/2018	892425 CASTRO, ANGIE	102718		PHOTO BOOTH-DIA DE LOS MUERTOS 001-424-0000-4260	125.00
					<b>Total :</b>	<b>125.00</b>
212724	12/17/2018	103029 CITY OF SAN FERNANDO	1309-1337 1338-1358		REIMB TO WORKER'S COMP ACCT 006-1038	12,914.85
					REIMB TO WORKER'S COMP ACCT 006-1038	8,841.43
					<b>Total :</b>	<b>21,756.28</b>
212725	12/17/2018	892480 CLEAN ENERGY	16	11552 11552	CNG FUELING STATION IMPROVEMEN 010-310-3661-4600	27,363.60
					010-320-3697-4600	6,840.90
					010-2037	-1,710.22
			17	11552 11552	CNG FUELING STATION IMPROVEMEN 010-310-3661-4600	-2,449.00
					010-320-3697-4600	-612.25
					010-2037	153.06
					<b>Total :</b>	<b>29,586.09</b>
212726	12/17/2018	100805 COOPER HARDWARE INC.	114062	11872	MISCELLANEOUS SUPPLIES 043-390-0000-4300	49.34
					<b>Total :</b>	<b>49.34</b>
						Page: 4

vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212727	12/17/2018	892937 CORONA, AIDEE	10/29-12/14		CARDIO DANCE & PUMP INSTRUCTOR 017-420-1322-4260	180.00
					Total :	180.00
212728	12/17/2018	893059 DE FELICE, RICHARD	62-1802-02		WATER ACCT REFUND-1512 FOURTH 070-2010	75.10
					Total :	75.10
212729	12/17/2018	892472 DE NORA WATER TECHNOLOGIES	1133003		FREIGHT CHARGE 070-384-0000-4260	152.00
					Total :	152.00
212730	12/17/2018	887121 DELL MARKETING L.P.	10264946813	11820	200 OUTLOOK 365 LICENSE RENEWAL 001-135-0000-4260	15,082.00
			10269720364	11843	WATER PRODUCTION BACKFLOW PC I 070-384-0000-4310	2,412.03
					Total :	17,494.03
212731	12/17/2018	891533 DEXYP	610039434928		DOMAIN REG & E-MAIL HOSTING-NOV 001-190-0000-4220	8.21
					Total :	8.21
212732	12/17/2018	887518 DURHAM, ALVIN	NOV&DEC 2018		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
					Total :	100.00
212733	12/17/2018	892845 EMRANI, YAZDAN T.	REIMB.-1		ASCE NATIONAL CONFERENCE 001-310-0000-4370	660.29
			REIMB.-2		REIMB-VARIOUS TRAININGS & LUNCH 001-310-0000-4360	35.74
					001-310-0000-4370	206.97
					Total :	903.00
212734	12/17/2018	888577 ESRI INC.	93557211	11903	ARCGIS LICENSE 001-135-0000-4260	3,300.00
					Total :	3,300.00
212735	12/17/2018	890879 EUROFINS EATON ANALYTICAL, INC	L0421319		PROFESSIONAL SERVICES - LAB DRIN	
						Page: 5

vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212735	12/17/2018	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0421603	11899	070-384-0000-4260	534.60
				11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	534.60
					Total :	1,069.20
212736	12/17/2018	103851 EVERSOF, INC.	R1873510		WATER SOFTNER RENTAL-WELL 2A 070-384-0000-4260	79.68
					Total :	79.68
212737	12/17/2018	103856 FLAGS USA INC.	72306		REPLACE OLD FLAG ROPE-REC PARK 043-390-0000-4300	134.00
					Total :	134.00
212738	12/17/2018	892198 FRONTIER COMMUNICATIONS	209-150-5145-01598-5		PAC 50 TO SHERIFFS 001-222-0000-4220	559.22
			209-150-5250-081292-		RADIO REPEATER-PD 001-222-0000-4220	45.82
			209-150-5251-040172-		MWD METER (PW) 070-384-0000-4220	45.82
			209-151-4939-102990-		MUSIC CHANNEL 001-190-0000-4220	41.70
			209-151-4941-102990-		POLICE PAGING 001-222-0000-4220	41.70
			209-151-4943-081292-		RADIO REPEATER-PD 001-222-0000-4220	45.82
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	113.92
			209-188-4362-031792		PD MAJOR PHONE LINES 001-222-0000-4220	569.57
			209-188-4363-031892		VARIOUS PHONE LINES 001-190-0000-4220	74.04
					070-384-0000-4220	219.82
					001-420-0000-4220	251.27
			818-361-0901-051499		SEWER FLOW MONITORING (PW) 072-360-0000-4220	50.22
			818-361-2385-012309		MTA PHONE LINES	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212738	12/17/2018	892198 FRONTIER COMMUNICATIONS	(Continued)		007-440-0441-4220	103.56
			818-361-3958-091407		001-190-0000-4220	51.78
					CNG STATION	
			818-361-6728-080105		074-320-0000-4220	47.54
					ENGINEERING FAX LINE	
			818-361-7825-120512		001-310-0000-4220	33.89
					HERITAGE PARK IRRIG SYSTEM	
					001-420-0000-4220	51.78
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	33.67
			818-837-1509-032207		PW PHONE LINE	
					001-190-0000-4220	33.61
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	327.37
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	25.40
			818-838-4696-021803		POLICE ALARM PANEL	
					001-222-0000-4220	116.09
			818-898-7385-033105		LP FAX LINE	
					001-420-0000-4220	29.01
					Total :	2,912.62
212739	12/17/2018	893067 GONZALEZ, IVAN	NOV&DEC 2018		COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
					Total :	100.00
212740	12/17/2018	101376 GRAINGER, INC.	9006266416		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	043-390-0000-4300	44.08
			9006580626		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	001-370-0000-4310	346.36
			9007002315		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	043-390-0000-4300	74.05
			9015952170		MISC. SUPPLIES FOR BUILDING, ELEC	
				11853	001-370-0000-4310	102.04
					Total :	566.53

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12/17/2018 10:23:46AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
212741	12/17/2018	893065 GUZMAN, GINA	2000172.003		SENIOR TRIP REFUND 004-2383		35.00
					Total :		35.00
212742	12/17/2018	101434 GUZMAN, JESUS ALBERTO	NOV 2018		MMAP INSTRUCTOR 108-424-3647-4260 109-424-3614-4260		450.00 450.00
					Total :		900.00
212743	12/17/2018	893031 GUZMAN, SYLVIA	2000163.003		SENIOR TRIP REFUND 004-2383		35.00
			2000173.003		SENIOR TRIP REFUND 004-2383		35.00
					Total :		70.00
212744	12/17/2018	888647 HDL SOFTWARE, LLC	0013272-IN	11822	SEPT-BUSINESS LICENSE ADMINISTR/001-130-0000-4260		3,122.52
					Total :		3,122.52
212745	12/17/2018	101483 HERNANDEZ, ALICIA	2000168.003		SENIOR TRIP REFUND 004-2383		10.00
					Total :		10.00
212746	12/17/2018	893058 HERRERA, MARTIN	54-3605-00		WATER ACCT REFUND-939 GRISWOLD 070-2010		3.52
					Total :		3.52
212747	12/17/2018	101599 IMAGE 2000 CORPORATION	249253		CONTRACT BASE RATE FOR EQ1067 001-135-0000-4260		186.82
					Total :		186.82
212748	12/17/2018	891570 INNOVATIVE TELECOM. SYSTEMS	2438		TELEPHONE EQUIPMENT MAINT-JAN 2 001-190-0000-4260		395.00
					Total :		395.00
212749	12/17/2018	891777 IRRIGATION EXPRESS	15133954-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & MAINT-043-390-0000-4300		75.77
			15133959-00		IRRIGATION SUPPLIES FOR REPAIRS & MAINT-043-390-0000-4300		
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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212763	12/17/2018	889014 LUJAN, JUANITA	2000171.003		SENIOR TRIP REFUND 004-2383	60.00
					Total :	60.00
212764	12/17/2018	892089 MACGREGOR, MONIQUE	102718		SUGAR SKULLS & CRAFTS-DIA DE LOS 001-424-0000-4260	150.00
					Total :	150.00
212765	12/17/2018	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	33.99
					Total :	33.99
212766	12/17/2018	891054 MEJIA, YVONNE G	NOV 2018		COMMISSIONER'S STIPEND 001-150-0000-4111	50.00
					Total :	50.00
212767	12/17/2018	889169 MENDEZ, ALEJANDRO	REIMB.		SWRCB-DWCP CERT RENEWAL 070-381-0000-4380	90.00
					Total :	90.00
212768	12/17/2018	893064 MENDOZA, ELIA	2000180.003		SENIOR TRIP REFUND 004-2383	30.00
					Total :	30.00
212769	12/17/2018	892140 MICHAEL BAKER	1033433	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0157-4260	2,017.50
					Total :	2,017.50
212770	12/17/2018	102226 MISSION LINEN SUPPLY	508705602		LAUNDRY 001-225-0000-4350	113.33
			508735155		LAUNDRY 001-225-0000-4350	111.64
			508750510		LAUNDRY 001-225-0000-4350	124.65
			508780161		LAUNDRY 001-225-0000-4350	118.24
					Total :	467.86
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vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 12
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212771	12/17/2018	892731 MONTES, AIDA	NOV&DEC 2018		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00
					Total :	100.00
212772	12/17/2018	102260 MOORE MEDICAL LLC	83686870		MEDICATIONS 001-225-0000-4350	121.47
					Total :	121.47
212773	12/17/2018	893050 MORALES-RODRIGUEZ, CRYSTAL	NOV 2018		MMAP MENTOR INSTRUCTOR 109-424-3614-4260	204.00
					Total :	204.00
212774	12/17/2018	892535 MORAN, YOVANNI	NOV 2018		YOGA INSTRUCTOR 017-420-1337-4260	100.00
					Total :	100.00
212775	12/17/2018	893062 MORENO, JOSEFINA	2000181.003		SENIOR TRIP REFUND 004-2383	35.00
					Total :	35.00
212776	12/17/2018	102275 MOTION PICTURE LICENSING CORP.	504186154		MPLC LICENSING FEE 001-424-0000-4260	396.80
					Total :	396.80
212777	12/17/2018	102303 NACHO'S ORNAMENTAL SUPPLY	INV196774		ELECTRICAL MAT'L FOR LOT 6N 043-390-0000-4300	188.79
					Total :	188.79
212778	12/17/2018	892916 NADA BUS INC	48519		SENIOR CLUB DAY TRIP-MEDIEVAL TIM 004-2383	885.00
					Total :	885.00
212779	12/17/2018	102325 NAPA AUTO PARTS	5478-978205		HOSE CLAMPS FOR HOLIDAY DECOR I 001-311-0000-4300	133.05
					Total :	133.05
212780	12/17/2018	102403 NOW IMAGE PRINTING	2018186		2019 PARKING PERMITS 001-310-0000-4300	1,199.00
						Page: 12

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212780	12/17/2018	102403 102403 NOW IMAGE PRINTING	(Continued)		<b>Total :</b>	<b>1,199.00</b>
212781	12/17/2018	102432 OFFICE DEPOT	2245408769		OFFICE SUPPLIES	
			2246342025		001-420-0000-4300	31.01
			2248264485		OFFICE SUPPLIES	
			2249666065		070-384-0301-4300	271.07
			231715024001		OFFICE SUPPLIES	
			231715345001		070-383-0000-4300	55.24
			231829000001		OFFICE SUPPLIES RETURNED	
			232385633001		070-384-0301-4300	-9.54
			232411720001		OFFICE SUPPLIES	
			232413236001		043-390-0000-4300	241.99
			232413243001		OFFICE SUPPLIES	
			232681917001		041-320-0000-4300	20.27
			232682708001		OFFICE SUPPLIES	
			232894341001		001-222-0000-4300	138.26
			232896499001		OFFICE SUPPLIES	
			232896500001		041-320-0000-4300	-7.00
			234310280001		OFFICE SUPPLIES	
			234366310001		001-222-0000-4300	278.50
					OFFICE SUPPLIES	
					001-222-0000-4300	12.34
					OFFICE SUPPLIES	
					001-222-0000-4300	12.34
					OFFICE SUPPLIES	
					070-383-0000-4300	78.31
					OFFICE SUPPLIES	
					041-320-0000-4300	29.69
					OFFICE SUPPLIES	
					001-150-0000-4300	61.28
					OFFICE SUPPLIES	
					001-150-0000-4300	5.93
					OFFICE SUPPLIES	
					001-152-0000-4300	66.32
					OFFICE SUPPLIES	
					001-222-0000-4300	66.08
					OFFICE SUPPLIES	

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vchlist

12/17/2018 10:23:46AM

**Voucher List**  
**CITY OF SAN FERNANDO**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212781	12/17/2018	102432 OFFICE DEPOT	(Continued)			
			234368456001		001-130-0000-4300	56.62
			234368457001		OFFICE SUPPLIES	
			237698692001		001-130-0000-4300	22.76
			237724866001		OFFICE SUPPLIES	
			237761681001		001-130-0000-4300	56.42
			237866733001		OFFICE SUPPLIES	
			237873974001		001-222-0000-4300	34.05
			238605465001		OFFICE SUPPLIES	
					001-222-0000-4300	52.02
					OFFICE SUPPLIES RETURNED	
					001-222-0000-4300	-16.18
					OFFICE SUPPLIES	
					001-130-0000-4300	3.73
					OFFICE SUPPLIES	
					001-130-0000-4300	63.97
					OFFICE SUPPLIES	
					001-222-0000-4300	101.31
					<b>Total :</b>	<b>1,726.79</b>
212782	12/17/2018	892572 OLIVAREZ MADRUGA	5448		OCTOBER 2018 LEGAL SERVICES	
					001-110-0000-4270	26,227.62
					<b>Total :</b>	<b>26,227.62</b>
212783	12/17/2018	890095 O'REILLY AUTOMOTIVE STORES INC	4605-311929	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-312010	11847	041-320-0311-4400	60.15
			4605-312021	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-312142	11847	041-320-0390-4400	11.20
					VEHICLE SERVICE MAINT. & REPAIR P/	
					041-1215	161.66
					VEHICLE SERVICE MAINT. & REPAIR P/	
					041-320-0390-4400	250.05
					<b>Total :</b>	<b>483.06</b>
212784	12/17/2018	892733 OROZCO, RENE	102718		MUSIC FOR DIA DE LOS MUERTOS 5K	
					001-424-0000-4260	250.00

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vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 15
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212784	12/17/2018	892733 892733 OROZCO, RENE	(Continued)			Total : 250.00
212785	12/17/2018	892749 PACHECO, VERONICA	NOV 2018		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00 Total : 50.00
212786	12/17/2018	887366 PIONEER MANUFACTURING COMPANY	INV03210		PAINT FOR SPORTS FIELD 017-420-1334-4300	379.92 Total : 379.92
212787	12/17/2018	893060 PLAINS ALL AMERICAN PIPELINE	PERMIT 4660		STREET CLOSURE REFUND 001-3730-0000	550.00 Total : 550.00
212788	12/17/2018	891379 PROTECT YOUTH SPORTS	658973		BACKGROUND CHECK FOR VOLUNTEI 017-420-1328-4260	20.95 Total : 20.95
212789	12/17/2018	102779 RAMIREZ, THOMAS	NOV 2018		KARATE INSTRUCTOR 017-420-1326-4260	450.00 Total : 450.00
212790	12/17/2018	891881 REMENIH, MICHAEL	NOV 2018		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00 Total : 50.00
212791	12/17/2018	892368 REYES, MIGUEL ANGEL	10/29-12/14		LIFTING & ENERGY TRAINING INSTRU 017-420-1322-4260	180.00 Total : 180.00
212792	12/17/2018	887296 ROBLED0, OLIVIA	NOV 2018		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00 Total : 50.00
212793	12/17/2018	887872 ROSENBERG, IRWIN	REIMB REIMB.		LUNCH-DISASTER RECOVERY TRAININ 001-222-0000-4360 LUNCH-SPECIAL EVENT TRAINING IN 001-222-0000-4360	27.03 12.13
						Page: 15

vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 16
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212793	12/17/2018	887872 887872 ROSENBERG, IRWIN	(Continued)			Total : 39.16
212794	12/17/2018	892036 ROTHSCHILD, DEBORAH	10/29-12/14		STRETCH TO THE MUSIC INSTRUCTOR 017-420-1322-4260	700.00 Total : 700.00
212795	12/17/2018	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-768895	11848	ELECTRICAL SUPPLIES 001-370-0301-4300	293.82 Total : 293.82
212796	12/17/2018	892856 SALAS, JUAN	REIMB.		REIMB-ITEMS PURCHASED FOR VOUN 004-2380 004-2391	171.90 140.10 Total : 312.00
212797	12/17/2018	103045 SAN FER. MALL DOWNTOWN ASSOC.	OCT & NOV 2018		REIMB TO DOWNTOWN ASSOC-OCT&N 001-2260	2,452.50 Total : 2,452.50
212798	12/17/2018	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB OF DINNER PROVIDED FOR VAI 001-226-0230-4430	148.17 Total : 148.17
212799	12/17/2018	103038 SAN FERNANDO FLORIST	4281		TREE DECORATIONS FOR TREE LIGHT 001-424-0000-4260	985.50 Total : 985.50
212800	12/17/2018	891253 SAN FERNANDO SMOG TEST ONLY	1442 1443 1444 1451 1453 1456		SMOG TEST-E051362 041-320-0000-4450 SMOG TEST-E1067118 041-320-0000-4450 SMOG TEST-E1473090 041-320-0000-4450 SMOG TEST-E1033542 041-320-0000-4450 SMOG TEST-E059424 041-320-0000-4450 SMOG TEST-E1200677	60.00 55.00 60.00 60.00 60.00 60.00
						Page: 16

vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 17
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212800	12/17/2018	891253 SAN FERNANDO SMOG TEST ONLY	(Continued)		041-320-0000-4450	60.00
					Total :	355.00
212801	12/17/2018	103057 SAN FERNANDO VALLEY SUN	10346		LEGAL PUBLICATION-CUP 1661 SFRD	
			10353		001-2205	168.75
					FACEBOOK DISPLAY AD-TREE LIGHTIN	
					001-424-0000-4260	200.00
					Total :	368.75
212802	12/17/2018	892416 SANCHEZ, KARLA	NOV 2018		ZUMBA INSTRUCTOR	
					017-420-1337-4260	275.00
					Total :	275.00
212803	12/17/2018	887570 SIMPLOT PARTNERS	205055599		ROUNDUP WEED CONTROL FOR FACII	
					043-390-0000-4300	438.00
					Total :	438.00
212804	12/17/2018	103170 SIRCHIE FINGER PRINT	0373457-IN		EVIDENCE BAG	
					001-222-0000-4300	316.85
					Total :	316.85
212805	12/17/2018	103184 SMART & FINAL	046429		ICE-SENIOR CLUB DANCE	
			22550		004-2380	26.33
			24142		WATER	
					001-420-0000-4300	5.94
					SUPPLIES FOR SENIOR CLUB DANCE	
			33005		004-2380	59.88
					SUPPLIES FOR SENIOR CLUB DANCE	
			33324		004-2380	104.13
					ICE-SENIOR CLUB DANCE	
			35997		004-2380	26.33
					SUPPLIES FOR SENIOR CLUB MTG	
					004-2380	59.92
					Total :	282.53
212806	12/17/2018	890553 SMART SOURCE OF CALIFORNIA LLC	1466195		GREEN WATER BILL STOCK	
						Page: 17

vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 18
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212806	12/17/2018	890553 SMART SOURCE OF CALIFORNIA LLC	(Continued)		070-382-0000-4300	545.55
					072-360-0000-4300	545.54
					Total :	1,091.09
212807	12/17/2018	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	
			2-21-082-3241		043-390-0000-4210	4,118.93
					ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	15,028.84
					029-335-0000-4210	1,903.55
					070-384-0000-4210	1,086.37
					043-390-0000-4210	14,497.96
					Total :	36,635.65
212808	12/17/2018	890834 SPARKLING IMAGE CORP	83564		CAR WASHES-OCT 2018	
					001-222-0000-4320	128.00
					Total :	128.00
212809	12/17/2018	103251 STANLEY PEST CONTROL	095849	11880	PEST EXTERMINATIONFOR THE INTER	
			095926	11880	043-390-0000-4260	94.00
			095927	11880	PEST EXTERMINATIONFOR THE INTER	
					043-390-0000-4260	55.00
			095928	11880	PEST EXTERMINATIONFOR THE INTER	
					043-390-0000-4260	85.00
			099706	11880	PEST EXTERMINATIONFOR THE INTER	
					043-390-0000-4260	85.00
			99750	11880	PEST EXTERMINATIONFOR THE INTER	
					043-390-0000-4260	95.00
			99751	11880	PEST EXTERMINATIONFOR THE INTER	
					043-390-0000-4260	135.00
					PEST EXTERMINATIONFOR THE INTER	
					043-390-0000-4260	62.00
					Total :	611.00
212810	12/17/2018	893061 TAPIA, FREDDY	12.18.18		MUSIC FOR HOLIDAY TREE LIGHTING	
					001-424-0000-4260	300.00
						Page: 18



vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 21
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212820	12/17/2018	888241 UNITED SITE SERVICES OF CA INC	114-7678429		PORTABLE TOILET RENTAL AT CITY FA	
			114-7681811	11896	043-390-0000-4260	668.96
				11896	PORTABLE TOILET RENTAL AT CITY FA	
			114-7700580		043-390-0000-4260	461.69
				11896	PORTABLE TOILET RENTAL AT CITY FA	
					070-384-0000-4260	146.27
					<b>Total :</b>	<b>1,276.92</b>
212821	12/17/2018	103439 UPS	831954488		COURIER SERVICE	
					001-190-0000-4280	108.00
					<b>Total :</b>	<b>108.00</b>
212822	12/17/2018	892081 VERIZON BUSINESS SERVICES	70970326		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1,045.93
					<b>Total :</b>	<b>1,045.93</b>
212823	12/17/2018	100101 VERIZON WIRELESS-LA	9818548812		MDT MODEMS-PD UNITS	
					001-222-0000-4220	1,185.23
			9818810697		PLANNING CELL PHONE	
					001-140-0000-4220	5.36
			9818860627		VARIOUS PHONE LINES	
					001-222-0000-4220	279.30
					001-152-0000-4220	152.04
			9819112483		PD CELL PHONE	
					001-222-0000-4220	164.99
			9819122821		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	120.89
					043-390-0000-4220	21.58
					041-320-0000-4220	21.58
					072-360-0000-4220	31.78
			9819133125		VARIOUS CELL PHONE PLANS	
					001-133-0000-4220	57.70
					070-384-0000-4220	45.22
					001-310-0000-4220	33.35
					<b>Total :</b>	<b>2,119.02</b>
212824	12/17/2018	887212 VILLAFANA, REBEKAH	NOV 21-30		GRANT ASSISTANT	

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vchlist 12/17/2018 10:23:46AM		Voucher List CITY OF SAN FERNANDO				Page: 22
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212824	12/17/2018	887212 VILLAFANA, REBEKAH	(Continued)			
					109-424-3614-4260	300.00
					004-2359	300.00
					<b>Total :</b>	<b>600.00</b>
212825	12/17/2018	892712 WES KUYKENDALL PHOTOGRAPHY	003		SANTA PHOTOS-TREE LIGHTING EVEN	
					001-424-0000-4260	450.00
					<b>Total :</b>	<b>450.00</b>
212826	12/17/2018	888390 WEST COAST ARBORISTS, INC.	142482		ANNUAL TREE TRIMMING SERVICES	
				11836	011-311-0000-4260	1,608.00
					<b>Total :</b>	<b>1,608.00</b>
212827	12/17/2018	893012 WESTAIR GASES & EQUIPMENT	10775088		DEPT SUPPLIES	
					041-320-0000-4300	35.24
					<b>Total :</b>	<b>35.24</b>
212828	12/17/2018	890970 WEX BANK	56798409		FUEL FOR CITY FLEET	
					041-320-0152-4402	290.53
					041-320-0221-4402	162.92
					041-320-0222-4402	162.35
					041-320-0224-4402	632.60
					041-320-0225-4402	5,585.88
					041-320-0226-4402	89.27
					041-320-0000-4402	625.31
					041-320-0311-4402	1,141.39
					041-320-0312-4402	2.00
					041-320-0320-4402	188.44
					041-320-0346-4402	158.42
					041-320-0370-4402	563.90
					041-320-0390-4402	1,411.75
					041-320-0420-4402	2.00
					007-313-3630-4402	4.00
					029-335-0000-4402	119.52
					070-381-0000-4402	42.67
					070-382-0000-4402	276.85
					070-383-0000-4402	453.71

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## Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212828	12/17/2018	890970 WEX BANK	(Continued)		070-384-0000-4402 072-360-0000-4402	228.25 173.89
					<b>Total :</b>	<b>12,315.65</b>
212829	12/17/2018	889138 WIEDER, CAROL	110518		CANCELLATION FEE-INTERPRETATION 001-101-0000-4270	50.00
			120318		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
			120318		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
					<b>Total :</b>	<b>550.00</b>
212830	12/17/2018	891531 WILLDAN ENGINEERING	00616862	11736	DESIGN SERVICES FOR STREET RESL 012-311-6673-4600	8,688.00
					<b>Total :</b>	<b>8,688.00</b>
212831	12/17/2018	892785 WONG, MICHELLE	NOV 2018		YOGA INSTRUCTOR 017-420-1337-4260	75.00
					<b>Total :</b>	<b>75.00</b>
212832	12/17/2018	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	NOV 2018		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00
					<b>Total :</b>	<b>50.00</b>
131	Vouchers for bank code : bank3				<b>Bank total :</b>	<b>299,367.40</b>
131	Vouchers in this report				<b>Total vouchers :</b>	<b>299,367.40</b>

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECKS**

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Voucher List

CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212119	11/1/2018	103648 CITY OF SAN FERNANDO	PR 11-2-18		REIMB FOR PAYROLL W/E 10-26-18	
					001-1003	345,860.80
					007-1003	799.52
					008-1003	2,061.10
					017-1003	28.73
					018-1003	67,625.34
					027-1003	3,492.71
					029-1003	2,466.99
					041-1003	9,408.73
					043-1003	20,723.29
					070-1003	34,389.58
					072-1003	23,762.61
					119-1003	2,319.48
					<b>Total :</b>	<b>512,938.88</b>
212463	11/15/2018	103648 CITY OF SAN FERNANDO	PR 11-16-18		REIMB FOR PAYROLL W/E 11-9-18	
					001-1003	336,366.84
					007-1003	787.04
					008-1003	2,061.12
					017-1003	163.50
					018-1003	67,432.49
					027-1003	3,390.87
					029-1003	2,590.63
					041-1003	9,371.82
					043-1003	20,800.04
					070-1003	33,893.48
					072-1003	23,846.35
					119-1003	1,554.82
					<b>Total :</b>	<b>502,259.00</b>
212464	11/15/2018	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - NOV 2018	
					001-1160	11,960.42
					<b>Total :</b>	<b>11,960.42</b>
212465	11/15/2018	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - NOV 2018	
					001-1160	234.96

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Voucher List

CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212465	11/15/2018	891230 891230 DELTA DENTAL INSURANCE COMPANY (Continued)			<b>Total :</b>	<b>234.96</b>
212466	11/15/2018	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - NOV 2018	
					001-1160	2,486.87
					<b>Total :</b>	<b>2,486.87</b>
212467	11/15/2018	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - NOV 2018	
					001-1160	3,982.73
					<b>Total :</b>	<b>3,982.73</b>
212468	11/20/2018	100766 COMMUNITY DEVELOPMENT	NONPO		LOAN REIMB TO CDC	
					026-2085	25,000.00
					<b>Total :</b>	<b>25,000.00</b>
212696	11/29/2018	103648 CITY OF SAN FERNANDO	PR 11-30-18		REIMB FOR PAYROLL W/E 11-23-18	
					001-1003	346,431.59
					007-1003	799.52
					008-1003	2,061.12
					017-1003	215.91
					018-1003	67,048.61
					027-1003	2,850.99
					029-1003	2,590.62
					041-1003	9,334.87
					043-1003	18,849.41
					070-1003	35,571.97
					072-1003	23,148.11
					110-1003	585.69
					119-1003	1,554.82
					<b>Total :</b>	<b>511,043.23</b>
<b>8 Vouchers for bank code : bank3</b>						<b>Bank total : 1,569,906.09</b>
<b>8 Vouchers in this report</b>						<b>Total vouchers : 1,569,906.09</b>

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Voucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher Registers are not final until approved by Council.

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CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
212697	12/6/2018	102519 P.E.R.S.	DEC 2018		HEALTH INS. BENEFITS-DEC 2018 001-1160	141,532.34
Total :						141,532.34
1 Vouchers for bank code : bank3						Bank total : 141,532.34
1 Vouchers in this report						Total vouchers : 141,532.34

Voucher Registers are not final until approved by Council.

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**RESOLUTION NO. 6212**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and


WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.


NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES:	Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5
NOES:	None - 0
ABSENT	None - 0

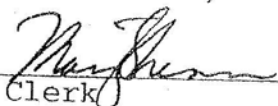
  
\_\_\_\_\_  
Mayor, City of San Fernando

ATTEST:

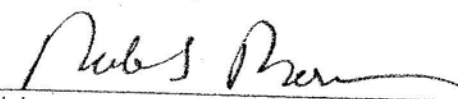
  
\_\_\_\_\_  
City Clerk

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   ) SS.  
CITY OF SAN FERNANDO     )

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



## MEMORANDUM

**To:** Margarita Solis, City Treasurer

**From:** Sandra Franco-Rivas, Senior Account Clerk

**Date:** December 18, 2018

**Subject:** Release of Warrants

Due to the lack of a formal City Council meeting on December 17, 2018, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Finance Director. Copy of resolution is attached.

Approval is hereby provided:

Approved: \_\_\_\_\_

  
Nick Kimball, Deputy City Manager/Director of Finance

Approved: \_\_\_\_\_

  
Alexander Meyerhoff, City Manager



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** January 7, 2019

**Subject:** Consideration to Approve an Agreement with HdL Services for Transactions Tax Audit and Information Services and Adopt a Resolution Authorizing HdL Services to Examine Sales, Use and Transaction Tax Records

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Agreement (Contract No. 1902 – Attachment “A”) with Hinderliter, de Llamas and Associates (HdL) for Transactions Tax Audit and Information Services; and
- b. Adopt Resolution No. 7900 (Attachment “B”) authorizing examination of Transactions and Use Tax records.

### BACKGROUND:

1. On June 4, 2018, the City Council considered Resolution No. 7852 and Ordinance No. 1678 to place a measure to extend the existing half-cent transaction tax on the November ballot. There were revisions made to the proposed ballot question at that meeting and an Ad Hoc Committee (Councilmembers Fajardo and Gonzales) was appointed to review the ballot question and draft a ballot argument.
2. On July 16, 2018, the City Council unanimously approved Resolution No. 7872 and revised Ordinance No. 1678, placing a measure to extend the existing half-cent transaction tax on the November ballot. The City Council also introduced Ordinance No. 1678 for first reading.
3. On August 6, 2018, the City Council unanimously approved an “Argument in Favor” of the local transaction tax, which was signed by the Mayor and all City Councilmembers.
4. On August 17, 2018, the Los Angeles County Registrar/Recorder notified the City the that upcoming ballot measure has been assigned the title “Measure A.”

**Consideration to Approve an Agreement with HdL Services for Transactions Tax Audit and Information Services and Adopt a Resolution Authorizing HdL Services to Examine Sales, Use and Transaction Tax Records**Page 2 of 3

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5. On November 6, 2018, San Fernando voters overwhelmingly supported “Measure A” with more than 63% casting a vote in favor of extending the local Transactions Tax indefinitely.
6. On December 12, 2018, the City Council adopted resolution No. 7898 declaring the results of the November 6, 2018 General Municipal Election and adopted Ordinance No. 1678 after the second reading.

**ANALYSIS:**

All sales and use taxes, including local transaction taxes, are collected from businesses by the California Department of Tax and Fee Administration (CDTFA) through the issuance of a sellers permit. Consequently, the City contracts with the CDTFA to perform all functions incident to administration and collection of local sales, use and transaction taxes. CDTFA remits taxes to the City on a monthly basis, net of the CDTFA administration fee.

As part of its fiduciary responsibility to collect and manage revenues raised through the voter approved local transaction tax (“Measure A”), the City has contracted HdL Companies to monitor, identify, and correct allocation errors and reporting deficiencies. HdL specializes in auditing transaction tax revenues and has developed proprietary software and data analysis techniques to identify allocation errors and work with CDTFA to correct those errors. HdL also provides staff with invaluable information through a variety of reports to assist with annual budget projections, economic development and business attraction/retention efforts, and accurate account of revenue collections.

Sales and transaction tax receipts for each taxpayer is confidential by law (California Revenue and Taxation Code, Section 7056). In order for HdL to continue to access sales and transaction tax data, City Council must adopt a resolution authorizing HdL to access that data on the City’s behalf (Attachment “B”). HdL is contractually bound to maintain strict taxpayer confidentiality and HdL indemnifies the City with respect to any and all losses, claims, liens, demands and causes of action arising from their performance or lack of performance under the agreement.

**BUDGET IMPACT:**

HdL charges \$100 per month (\$1,200 per year) for reports and analysis, which are presented and reviewed with City staff at a quarterly meeting with HdL staff. Additionally, HdL charges 25% of the recovery amount of new transaction tax revenue received by the City as a result of audit and recovery work performed by HdL. The fee does not apply to additional revenue that is not directly attributable to HdL’s audit work pursuant to the agreement. This fee is

**Consideration to Approve an Agreement with HdL Services for Transactions Tax Audit and Information Services and Adopt a Resolution Authorizing HdL Services to Examine Sales, Use and Transaction Tax Records**Page 3 of 3

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calculated based on the actual past due amount recovered. Revenues collected after the date of recovery are allocated 100% to the City.

Since 2013, HdL has recovered \$29,270 in misallocated Measure A revenue with an additional \$10,500 currently pending with CDTFA.

**CONCLUSION:**

HdL has provided excellent sales and transaction tax audit and information services to the City for many years, which has resulted in recovering a significant amount of revenue that was either mis-allocated by the State or not reported by taxpayers. It is in the City's best interest to approve the agreement, and related resolution, to continue services to ensure the City is receiving all sales and transaction taxes due.

**ATTACHMENTS:**

- A. Contract No. 1902
- B. Resolution No. 7900

**ATTACHMENT "A"**  
**Contract No. 1902**

**AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the CITY OF SAN FERNANDO, hereinafter referred to as "CITY" and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as "CONTRACTOR".

**I. RECITALS**

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, CITY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure "A" transactions and use tax base the recovery of revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

**II. SERVICES**

The CONTRACTOR shall perform the following services:

**A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY**

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
  - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "A" CITY boundaries, and therefore subject to transactions tax.
  - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.

- (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
  - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “A” Transactions Tax District.
- 2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY’s relations with the business community.
- 3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

#### B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

- 1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure “A” District boundaries holding a seller’s permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
- 2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
- 3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.
- 4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure “A” database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

### **III. CONFIDENTIALITY**

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the conditions established by the California Revenue and Taxation law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

### **IV. CONSIDERATION**

- A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its

efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the City Manager or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Department of Tax and Fee Administration Staff.
- C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by CITY unless such extra work is specifically authorized in writing by City Manager or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.
- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

## **VI. CITY MATERIALS AND SUPPORT**

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of CITY. CITY further agrees to continue

CONTRACTOR'S authorization to examine the confidential records of the CITY by maintaining CITY's name on the CITY Resolution until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and audit fees due the CONTRACTOR have been paid.

## **VII. LICENSE, PERMITS, FEES AND ASSESMENTS**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

## **VIII. TERMINATION**

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

## **IX. INDEPENDENT CONTRACTOR**

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

## **X. COOPERATIVE AGREEMENT**

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The CITY of San Fernando shall incur no responsibility, financial or

otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

#### **XI. NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

#### **XII. ATTORNEY'S FEES**

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

#### **XIII. GOVERNING LAW**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

#### **XIV. INDEMNIFICATION**

With respect to losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the CITY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY).

Except for losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, the CITY hereby agrees to protect, defend, indemnify, and hold CONTRACTOR free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from CONTRACTOR's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by CONTRACTOR arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CONTRACTOR).

Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if

the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the liability of CONTRACTOR or the CITY but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

#### **XV. NOTICE**

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S State College Blvd., Suite 200, Brea, CA 92821; and notices to CITY shall be sent to CITY OF SAN FERNANDO, 117 Macneil Street, San Fernando, CA 91730.

#### **XVI. ENTIRE AGREEMENT; ETC.**

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

#### **XVII. COUNTERPARTS; AUTHORITY TO SIGN**

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY: CITY OF SAN FERNANDO

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Alexander P. Meyerhoff, City Manager

CONTRACTOR:

HINDERLITER, DE LLAMAS & ASSOCIATES  
A California Corporation

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Andrew Nickerson, President

APPROVED AS TO FORM:  
CITY ATTORNEY:

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*SAMPLE**SAMPLE***EXHIBIT A****Transactions Tax Audit**

Work Authorization No. \_\_\_\_\_

The following business or businesses, located in the City of San Fernando, have been identified as having the potential for generating additional tax revenues to the City of San Fernando. Contractor is hereby authorized to contact the given business(s) and the California Department of Tax and Fee Administration to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Department of Tax and Fee Administration, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be \$100 monthly billed quarterly and 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

**CITY: CITY OF SAN FERNANDO**

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

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

**HINDERLITER, DE LLAMAS AND ASSOCIATES**

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

Date\_\_\_\_\_

**ATTACHMENT "B"****RESOLUTION NO. 7900****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AUTHORIZING  
EXAMINATION OF SALES, USE AND TRANSACTIONS TAX  
RECORDS**

**WHEREAS**, pursuant to Ordinance No. 1678, the City of San Fernando entered into a contract with the Department of Tax and Fee Administration to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

**WHEREAS**, the City Council of the City of San Fernando deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the Department for the City pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department of Tax and Fee Administration records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Department.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1.** That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department of Tax and Fee Administration (hereafter referred to as Department), is hereby appointed to represent the City of San Fernando with authority to examine sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department pursuant to the contract between the City and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to that contract.

**Section 2.** That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Department, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development

(d) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

**Section 3.** That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Department pertaining to sales, use and transactions taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of January, 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA                    )**  
**COUNTY OF LOS ANGELES            ) ss**  
**CITY OF SAN FERNANDO             )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7<sup>th</sup> day of January, 2019, by the following vote to it:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

**Date:** January 7, 2019

**Subject:** Consideration to Purchase a 2019 Ford Transit Van T-350 from the National Auto Fleet Group

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of a 2019 Ford Transit Van (T-350) from National Auto Fleet Group through a cooperative purchasing contract with Sourcewell (formerly known as National Joint Power Alliance), contract #120716-NAF (Attachment "A");
- b. Authorize the City Manager to execute a purchase Order with National Auto Fleet Group in an amount not to exceed \$64,472.93 (Attachment "B"); and
- c. Designate Vehicle Number WA-4470 as surplus property and authorize the City Manager to dispose of as surplus property and send to auction.

### BACKGROUND:

1. In August 2006, a Ford E-350 Transit Van was purchased for use within the Public Works Department Water Division.
2. On August 14, 2015, the City became a member of the National Joint Power Alliance (NJPA), providing competitive bid pricing for various supplies and equipment.
3. In June 2018, the National Joint Power Alliance (NJPA) was renamed to Sourcewell.
4. On October 30, 2018, staff obtained a competitively solicited bid for a 2019 Ford Transit Van from National Auto Fleet Group via their cooperative purchasing contract with Sourcewell.

### ANALYSIS:

**Consideration to Purchase a 2019 Ford Transit Van T-350 from the National Auto Fleet Group**

Page 2 of 3

Funds that were obligated during Fiscal Year (FY) 2017-2018 for the purchase of a new water van were not expended. Per the annual budget resolution, unexpended capital funds were carried over to purchase the van during FY 2018-2019. The new vehicle being requested will replace the Water Division's 2006 utility van (Vehicle #WA-4470) that is used daily for carrying out tasks related to maintaining the City's water infrastructure. The daily tasks consist of:

- Maintenance and repairs of water wells, reservoirs, and booster stations;
- State mandated water sampling and collection;
- Underground service alerts and backflow program; and
- Responding to water related service calls regarding water quality.

Replacing the existing vehicle with a 2019 Ford Transit Van will reduce overall vehicle maintenance costs and improve fuel efficiency within the City's fleet. Additionally, the new van will be available for use on a variety of tasks within the Public Works Water Department.

Below is a brief description of the equipment that is recommended for replacement due to age, condition, and mileage.

Vehicle #	Dept./Division	Year	Make/Model	Mileage
WA-4470	PW-Water	2006	Ford/ E350 Van	87,000



Vehicle #WA-4470 is approximately 12 years old and is reaching the end of its useful life as related to maintenance and operational efficiency. Over the past several years, the van has seen a substantial increase in maintenance/repair costs due to issues with its breaking system and the high and inefficient rate it burns oil. In addition, the space within the front cab of van is limited and restrictive, making it very difficult for staff to drive safely.

**Consideration to Purchase a 2019 Ford Transit Van T-350 from the National Auto Fleet Group**Page 3 of 3

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**New Vehicle Purchase.**

The proposed replacement vehicle is a 2019 Ford Transit Van T-350. It is of similar design to those used in several neighboring cities for similar work functions. The vehicle meets the requirements necessary for water infrastructure activities. Staff actively participated in the selection of this vehicle by surveying and inspecting similar vehicles used in neighboring cities. Based on staff's analysis, it was determined that a 2019 Ford Transit Van would serve the City well.

As proposed, the City would purchase one 2019 Ford Transit Van from the National Auto Fleet Group through their cooperative purchasing contract with Sourcewell. The contract is based on a competitively solicited bid price which was procured and negotiated by Sourcewell and is available to a multitude of public agencies to purchase fleet vehicles.

**City's Purchasing Policy.**

In accordance with the City's Purchasing Policy, the City Council may use a competitive bid conducted by another public agency to purchase goods and services. Known as "Piggybacking" on another contract, this process allows the City to receive the same competitively bid price without having to spend a significant amount of staff time to formally bid and purchase the same goods or services.

**BUDGET IMPACT:**

Funding is included in the City's approved FY 2018-2019 budget within Public Works Department's Water Division; 070-385-0000-4500 (Capital Projects).

**CONCLUSION:**

It is recommended that the City Council approve the purchase of a 2019 Ford Transit Van; authorize the City Manager to execute a purchase agreement for the van; designate Vehicle Number WA-4470 as surplus property and authorize the City Manager to dispose of as surplus property and send to auction.

**ATTACHMENTS:**

- A. National Auto Fleet Group/Sourcewell Contract
- B. Vehicle Quote and Specifications

**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**
 Company Name: 72 Hoot LLC, DBA National Auto Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<u>N/A</u>		<u>None taken</u>	

 Proposer's Signature: [Signature]

 Date: 12-5-16
NJPA's clarification on exceptions listed above:

**Contract Award  
RFP #120716**

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

*72 HOOT LLC, DBA*

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature: *[Signature]* JESSE COOPER  
(Name printed or typed)

# FORM E

## CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

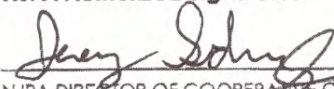
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

### NJPA Authorized Signatures:

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

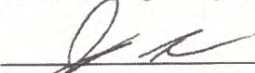
NJPA Contract # 120716-NAF

### Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

  
VENDOR AUTHORIZED SIGNATURE

Jesse Coquet  
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 AUTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: [Signature]

Authorized Name (printed): JESSE COOPER

Title: FLEET MANAGER

Date: 12-2-16

**Notarized**

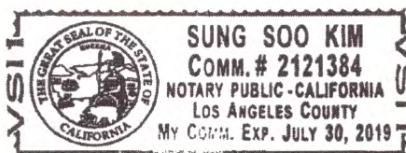
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: JULY 30, 2019

Signature: [Signature]





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/3/2018

Quote ID: **8470 R2**

Order Cut Off Date: **TBA**

Mr Frank Avila  
City of San Fernando  
120 Macneil St  
San Fernando, California, 91340

Dear Frank Avila,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2019 Ford Transit Van (W2X) T-350 148" Hi Rf 9500 GVWR Sliding RH Dr, American Truck & Trailer Ranger Design Van Insert & Equip.)** and delivered to your specified location, each for

	One Unit
Contract Price	\$40,033.62
American Truck & Trailer	\$18,570.18
Ranger Design Van Insert & Equip.	
Tax (10.0000 %)	\$5,860.38
Tire fee	\$8.75
Total	\$64,472.93

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



**GMC**

**In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:**

**Fax: (831) 480-8497**

**Mail: National Auto Fleet Group  
490 Auto Center Drive  
Watsonville, CA 95076**

**Email: Fleet@nationalautofleetgroup.com**

**We will then send a W-9 if you need one**

**Please contact our main office with any questions:  
1-855-289-6572**

# Vehicle Configuration Options

**AMERICAN TRUCK & TRAILER BODY CO., INC.**

100 W. Valpico Road, Building "D", Tracy, CA 95376 (209) 836-8985 (800) 499-8985 Fax (209) 836-1697

October 29, 2018

City of San Fernando  
120 MacNeil St.  
San Fernando, CA 91340

Attention: Frank Avila

**PROPOSAL FOR FORD TRANSIT VAN INSERT**

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval. I have requested a drawing to verify the unit meets your requirements.

**Ranger Design Van Insert for 2018 Ford Transit Van**

- (1) C30-FTH Swing door partition with perforated window, steel,
- (1) N5-RS96-4 Steel Shelving Unit for, 14" x 62" x 96"
- (8) 62-U1114 14" deep plastic bin with a center divider
- (1) 62-UDR12 Set of 5 dividers for a 12" Shelf
- 3.00 62-UDR14 Set of 5 dividers for a, 14" Shelf
- (1) 7211 Workbench, aluminum w/hardwood top, 2 bin shelves, 18"d x 48"w x 36"h
- (1) 5086 Partskeeper cabinet with 8 carry cases & 2 shelves, 14"d x 17"w x 62 1/2"
- (1) X51-F Steel drawer cabinet with 9 divided drawers
- (1) 7124 Reel holder with two 5/8" dia. rods, aluminum, 7 1/4"d x 15"w x 24"h
- (1) 6073 Large movable hook painted yellow, 2 3/4"w X 4"h, 6 1/2" opening
- (1) 6052 Vise Holder, Painted Steel, 48"Lx8"x with 8" mounting plate
- (1) Q17702.5 Custom Trough for Driver's Side
- (4) Federal Signal strobes
- (1) Federal Signal Latitude SignalMaster SL8S-A18
- (1) Air Compressor
- (1) Ceiling Mount Power Robo Reel
- (1) Retractable Hose Reel, Campbell Hausfeld
- (1) Go Light
- (1) Xantrex 5,000-Watt Inverter
- (1) Compartment/Interior Lighting

Total \$18,570.18

Thank you.

Bob Davis

**FOB:** San Fernando, CA

**Delivery:** Within three weeks of receipts of Transit Van.

**Taxes:** Above price, unless noted, does not include sales tax or license fee. Applicable sales tax will be charged at time of delivery and will be reflected on our invoice.

<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
99M	ENGINE: 3.7L TI-VCT V6, -inc: SEIC capability (STD)
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
446	TRANSMISSION: 6-SPEED AUTOMATIC W/OD & SELECTSHIFT, -inc: auxiliary transmission oil cooler (STD)
<b>PRIMARY PAINT</b>	
<b>Code</b>	<b>Description</b>
YZ	OXFORD WHITE
<b>PAINT SCHEME</b>	
<b>Code</b>	<b>Description</b>
—	STANDARD PAINT
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
CK	PEWTER, CLOTH FRONT BUCKET SEATS
<b>AXLE RATIO</b>	
<b>Code</b>	<b>Description</b>
X4L	4.10 LIMITED-SLIP AXLE RATIO
<b>SEATING ARRANGEMENT</b>	
<b>Code</b>	<b>Description</b>
21L	PEWTER CLOTH DUAL BUCKET SEATS, -inc: 2-way manual driver seat w/manual lumbar, 2-way manual passenger seat w/manual lumbar and driver and passenger armrest
<b>OPTION PACKAGE</b>	
<b>Code</b>	<b>Description</b>
101A	ORDER CODE 101A
<b>ADDITIONAL EQUIPMENT</b>	
<b>Code</b>	<b>Description</b>
53B	HEAVY-DUTY TRAILER TOW PACKAGE, -inc: Deletes rear recovery eye, 4-pin/7-pin connector and relay system for backup/B+/running lights, Note: This package does not include a Trailer Brake Controller (67D), Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness, Frame Mounted Hitch Receiver, Tow/Haul Mode w/Trailering Wiring Provisions, trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper, Note: This package does not include a Trailer Brake Controller (67D), Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness

425	50-STATE EMISSIONS SYSTEM, -inc: Standard equipment on all non-FFV vehicles including the 3.5L EcoBoost V6 and 3.2 I-5 diesel engines, Required for 3.7L Ti-VCT engines shipped to California emission state dealers (CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT, WA), Optional for 3.7 Ti-VCT engines shipped to cross border state dealers (AZ, DC, ID, NH, NV, OH, VA, WV) and fleet orders
63C	HEAVY-DUTY ALTERNATOR
63E	DUAL HEAVY-DUTY BATTERIES, -inc: 70 amp-hr each, absorbed glass mat
59B	TOW/HAUL MODE W/TRAILERING WIRING PROVISIONS, -inc: trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper, Note: This package does not include a Trailer Brake Controller (67D), Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness
67D	TRAILER BRAKE CONTROLLER
542	SHORT-ARM HTD POWER-FOLDING MIRRORS W/TURN SIGNALS
68J	EXTENDED LENGTH RUNNING BOARDS, -inc: Covers A-B pillar driver-side and A-C pillar passenger-side
584	RADIO: AM/FM STEREO W/SYNC3/NAVIGATION, -inc: (28), 6.5" color multi-function display, media hub and HD and SiriusXM satellite radio capability, Does not include single-CD, Subscriptions to all SiriusXM services are sold by SiriusXM after 6-month trial expires, Subscriptions are governed by SiriusXM customer agreement; see www.siriusxm.com, SIRIUS U.S, satellite service is available in the 48 contiguous United States, D.C, and P.R, SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc, SiriusXM cannot be activated if not factory installed, SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack, 6 Speakers (4 Front/2 Rear), Lane Keeping Alert w/Driver Alert, level 2 instrument cluster, Steering Wheel, controls for audio and multi-function display
91G	6 SPEAKERS (4 FRONT/2 REAR)
86F	2 ADDITIONAL KEYS (4 TOTAL), -inc: key fobs
60C	CRUISE CONTROL W/MESSAGE CENTER, -inc: full trip computer and engine-hour meter
57G	DR CONTROLLED FR/RR AUX A/C & HEATER, -inc: Heat distributed from rear of front-passenger seat, A/C distributed from rear of van
53K	MODIFIED VEHICLE WIRING SYSTEM, -inc: modified vehicle connections for customized wiring harness provisions
67C	HIGH CAPACITY UPFITTER SWITCHES
43R	REVERSE SENSING SYSTEM
41C	LANE KEEPING ALERT W/DRIVER ALERT, -inc: level 2 instrument cluster, Steering Wheel, controls for audio and multi-function display
87E	AUXILIARY FUSE PANEL, -inc: high spec interface connector, Modified Vehicle Wiring System, modified vehicle connections for customized wiring harness provisions
90C	12V TO 110V POWER INVERTER
66P	SECURILOCK PASSIVE ANTI-THEFT SYSTEM (PATS), -inc: engine immobilizer
59D	PERIMETER ALARM
43B	BACK UP ALARM

# 2019 Fleet/Non-Retail Ford Transit Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr

## WINDOW STICKER

2019 Ford Transit Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr

CODE	MODEL	MSRP
W2X	2019 Ford Transit Van T-350 148" Hi Rf 9500 GVWR Sliding RH Dr	\$39,665.00
<b>OPTIONS</b>		
99M	ENGINE: 3.7L TI-VCT V6, -inc: SEIC capability (STD)	INC
446	TRANSMISSION: 6-SPEED AUTOMATIC W/OD & SELECTSHIFT, -inc: auxiliary transmission oil cooler (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
CK	PEWTER, CLOTH FRONT BUCKET SEATS	\$0.00
X4L	4.10 LIMITED-SLIP AXLE RATIO	\$325.00
21L	PEWTER CLOTH DUAL BUCKET SEATS, -inc: 2-way manual driver seat w/manual lumbar, 2-way manual passenger seat w/manual lumbar and driver and passenger armrest	\$60.00
101A	ORDER CODE 101A	\$0.00
53B	HEAVY-DUTY TRAILER TOW PACKAGE, -inc: Deletes rear recovery eye, 4-pin/7-pin connector and relay system for backup/B+/running lights, Note: This package does not include a Trailer Brake Controller (67D), Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness, Frame Mounted Hitch Receiver, Tow/Haul Mode w/Trailer Wiring Provisions, trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper, Note: This package does not include a Trailer Brake Controller (67D), Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness	\$485.00
425	50-STATE EMISSIONS SYSTEM, -inc: Standard equipment on all non-FFV vehicles including the 3.5L EcoBoost V6 and 3.2 I-5 diesel engines, Required for 3.7L Ti-VCT engines shipped to California emission state dealers (CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT, WA), Optional for 3.7 Ti-VCT engines shipped to cross border state dealers (AZ, DC, ID, NH, NV, OH, VA, WV) and fleet orders	\$0.00
63C	HEAVY-DUTY ALTERNATOR	INC
63E	DUAL HEAVY-DUTY BATTERIES, -inc: 70 amp-hr each, absorbed glass mat	\$295.00
59B	TOW/HAUL MODE W/TRAILERING WIRING PROVISIONS, -inc: trailer wiring harness to rear of vehicle for upfit, Trailer Sway Control (TSC), 4/7 pin connector assembly and rear jumper, Note: This package does not include a Trailer Brake Controller (67D), Additionally, if customer wants a trailer brake controller after initial purchase, it will have to be an aftermarket trailer brake controller and aftermarket wiring harness	INC
67D	TRAILER BRAKE CONTROLLER	\$230.00
542	SHORT-ARM HTD POWER-FOLDING MIRRORS W/TURN SIGNALS	\$225.00
68J	EXTENDED LENGTH RUNNING BOARDS, -inc: Covers A-B pillar driver-side and A-C pillar passenger-side	\$655.00
584	RADIO: AM/FM STEREO W/SYNC3/NAVIGATION, -inc: (28), 6.5" color multi-function display, media hub and HD and SiriusXM satellite radio capability, Does not include single-CD, Subscriptions to all SiriusXM services are sold by SiriusXM after 6-month trial expires, Subscriptions are governed by SiriusXM customer agreement; see www.siriusxm.com, SIRIUS U.S. satellite service is available in the	\$2,035.00

48 contiguous United States, D.C. and P.R. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc. SiriusXM cannot be activated if not factory installed, SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack, 6 Speakers (4 Front/2 Rear), Lane Keeping Alert w/Driver Alert, level 2 instrument cluster, Steering Wheel, controls for audio and multi-function display

91G	6 SPEAKERS (4 FRONT/2 REAR)	INC
86F	2 ADDITIONAL KEYS (4 TOTAL), -inc: key fobs	\$75.00
60C	CRUISE CONTROL W/MESSAGE CENTER, -inc: full trip computer and engine-hour meter	\$325.00
57G	DR CONTROLLED FR/RR AUX A/C & HEATER, -inc: Heat distributed from rear of front-passenger seat, A/C distributed from rear of van	\$860.00
53K	MODIFIED VEHICLE WIRING SYSTEM, -inc: modified vehicle connections for customized wiring harness provisions	INC
67C	HIGH CAPACITY UPFITTER SWITCHES	\$85.00
43R	REVERSE SENSING SYSTEM	\$295.00
41C	LANE KEEPING ALERT W/DRIVER ALERT, -inc: level 2 instrument cluster, Steering Wheel, controls for audio and multi-function display	INC
87E	AUXILIARY FUSE PANEL, -inc: high spec interface connector, Modified Vehicle Wiring System, modified vehicle connections for customized wiring harness provisions	\$0.00
90C	12V TO 110V POWER INVERTER	\$100.00
66P	SECURILOCK PASSIVE ANTI-THEFT SYSTEM (PATS), -inc: engine immobilizer	\$75.00
59D	PERIMETER ALARM	\$155.00
43B	BACK UP ALARM	\$125.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$46,070.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,395.00
<b>TOTAL PRICE</b>	<b>\$47,465.00</b>

Est City: N/A MPG  
 Est Highway: N/A MPG  
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: 3.7L Ti-VCT V6 -inc: SEIC capability
Transmission: 6-Speed Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler
4.10 Axle Ratio
GVWR: 9,500 lbs
Transmission w/Oil Cooler
Rear-Wheel Drive
Engine Oil Cooler
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
4220# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Steering
25 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

### EXTERIOR

Wheels: 16" Steel w/Black Center Hubcap
Tires: 235/65R16C AS BSW
Wheels w/Silver Accents
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Side Mirrors w/Convex Spotter and Manual Folding
Short-Arm Power Mirrors
Light Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille
Split Swing-Out Rear Cargo Access

Sliding Rear Passenger Side Door
Tailgate/Rear Door Lock Included w/Power Door Locks
Aero-Composite Halogen Headlamps
Laminated Glass

## ENTERTAINMENT

Radio: AM/FM Stereo -inc: (18), digital clock and audio input jack
Radio w/Seek-Scan
Fixed Antenna
4 Front Speakers -inc: No rear speakers
1 LCD Monitor In The Front

## INTERIOR

Pewter Vinyl Dual Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest
4-Way Driver Seat
4-Way Passenger Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
Front Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Manual Air Conditioning
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Front Cloth Headliner
Urethane Gear Shift Knob
Vinyl Front Bucket Seats
Day-Night Rearview Mirror
Partial Floor Console w/Storage, Full Overhead Console w/Storage and 3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Front Only Vinyl/Rubber Floor Covering
Cargo Space Lights
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
3 12V DC Power Outlets

## SAFETY

Advancetrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Back-Up Camera



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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
**By:** Anthony Vairo, Police Chief

**Date:** January 7, 2019

**Subject:** Consideration to Approve the Purchase of a 2019 Ford Super Duty F-250 SRW XL 2WD with Carb Certified Dedicated 19 GGE CNG System

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of a 2019 Ford Super Duty F250 SRW XL 2WD with Carb Certified Dedicated 19 GGE CNG System from National Auto Fleet Group through a cooperative purchasing contract with Sourcewell (formerly National Joint Power Alliance), contract #120716-NAF (Attachment "A"); and
- b. Authorize the City Manager to execute a Purchase Order with National Auto Fleet Group in an amount not to exceed \$42,709.65 (Attachment "B").

### BACKGROUND:

1. In 2006, the City purchased a Ford Escape to be used as for Parking Enforcement for the Police Department.
2. On August 14, 2015, the City became a member of the National Joint Power Alliance (NJPA), providing competitive bid pricing for various supplies and equipment.
3. In June 2018, the National Joint Power Alliance (NJPA) was renamed to Sourcewell.
4. On December 5, 2018, staff obtained a competitively solicited bid for a 2019 Ford Super Duty F-250 SRW CARB Certified CNG vehicle from National Auto Fleet Group via their cooperative purchasing contract with Sourcewell.
5. The City has established a six-year rotation for the Police Department's Parking Enforcement vehicles to maximize their useful lives.

**Consideration to Approve the Purchase of a 2019 Ford Super Duty F-250 SRW XL 2WD with Carb Certified Dedicated 19 GGE CNG System**Page 2 of 2

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6. Funds were allocated in the Fiscal Year (FY) 2018-2019 budget to purchase one clean air Parking Enforcement vehicle using Air Quality Management Department (AQMD) local allocation funds.

**ANALYSIS:**

This vehicle is being purchased by cooperative procurement through a competitively bid contract between Sourcewell and National Auto Fleet Group (Attachment "A"). Purchasing the vehicle in this manner is in accordance with the City's Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the vehicle is being offered by the vendor at the same terms, conditions and price as described in the contract with Sourcewell (Attachment "B").

**BUDGET IMPACT:**

A total of \$50,000 was budgeted in the City's approved FY 2018-2019 Budget for the purchase of a new Parking Enforcement vehicle (Fund 016-225-0000-4500) using Air Quality Management District Local Funds (AQMD). Sufficient funds are allocated for this purchase.

**CONCLUSION:**

It is recommended that the City Council waive formal bid requirements and approve the purchase of a 2019 Ford Super Duty F-250 SRW XL 2WD with Carb Certified Dedicated 19 GGE CNG System and authorize the City Manager to execute a purchase order in the amount of \$42,709.65 using the Sourcewell Contract Purchasing Cooperative contract.

**ATTACHMENTS:**

- A. National Auto Fleet Group/Sourcewell Contract
- B. Vehicle Quote and Specifications

## ATTACHMENT "A"

**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**
 Company Name: 72 Hect LLC, DBA National Auto Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<u>N/A</u>		<u>None taken</u>	

 Proposer's Signature: [Signature]

 Date: 12-5-16
**NJPA's clarification on exceptions listed above:**

Contract Award  
RFP #120716

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOOT LLC, DBA

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 ALTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature: [Signature] JESSE COOPER  
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

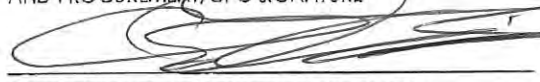
**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

  
VENDOR AUTHORIZED SIGNATURE

Jesse Colet  
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCH LLC, DBA National Auto Fleet Group

Address: 490 Auto Center Drive

City/State/Zip: Watsonville, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCooper@nationalautofleetgroup.com

Authorized Signature: [Signature]

Authorized Name (printed): Jesse Cooper

Title: Fleet Manager

Date: 12-2-16

**Notarized**

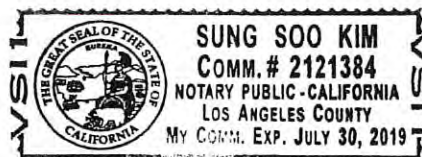
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: [Signature]



**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: National Auto Fleet Group \_\_\_\_\_

Questionnaire completed by: Jesse Cooper \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at [www.nationalautofleetgroup.com](http://www.nationalautofleetgroup.com), builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

### **Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

### **Industry-Specific Questions**

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

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



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

12-6-16

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

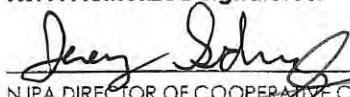
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

  
VENDOR AUTHORIZED SIGNATURE

Jesse Cooley  
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

**National Auto Fleet Group contract #120716-NAF** pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from 25.86% down to 1% across 15 manufacturers depending on the model. All vehicles can come with or without up-fitting from our national supplier or your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using [www.NationalAutoFleetGroup.com](http://www.NationalAutoFleetGroup.com). Once the Sourcwell member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.  
*\*Sourcwell pricing is built right into the NAFG site.*
2. The Sourcwell member can also reach out to National Auto Fleet Group directly (1-855-289-6572) to have an associate help guide your agency with the appropriate vehicle's to fit your need.

Jesse Cooper

National Auto Fleet Group



ATTACHMENT "B"



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/5/2018

Quote ID: **9046 R1**

Order Cut Off Date: **8/2/2019**

Mr Pete Aguirre  
San Fernando Police Department  
910 Fist St  
San Fernando , California, 91340

Dear Pete Aguirre,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2019 Ford Super Duty F-250 SRW (F2A) XL 2WD Reg Cab 8' Box 142" WB, Carb Certified Dedicated 19 GGE CNG System) and delivered to your specified location, each for**

	One Unit
Contract Price	\$26,944.00
Carb Certified Dedicated	\$11,875.00
19 GGE CNG System	
Tax (10.0000 %)	\$3,881.90
Tire fee	\$8.75
Total	\$42,709.65

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



**GMC**

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Anthony Vairo, Police Chief

**Date:** January 7, 2019

**Subject:** Consideration to Approve Participation in the San Gabriel Valley Region Law Enforcement Homeless Outreach Services Team (HOST) Grant Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Police Department's participation in the San Gabriel Valley Region Law Enforcement Homeless Outreach Services Team (HOST) grant program (Attachment "A"); and
- b. Authorize the City Manager and the Police Chief the use of overtime for sworn police personnel that will be reimbursed by the HOST grant through the City of Pomona Police Department.
- c. Adopt budget Resolution No. 7901 appropriating operating grant revenue and expenditures in the amount of \$35,000 to account for overtime costs to be reimbursed through the HOST grant.

### BACKGROUND:

1. In March, 2017, the Los Angeles County Board of Supervisors (Board) approved funding from Measure "H" for cities in the greater Los Angeles area to develop city homelessness plans, and thereby enhance their ability to contribute to the County's regional effort to prevent and combat homelessness. The Board invested over \$2 million in these homelessness planning grants, plus \$500,000 for regional coordination services by Councils of Governments.

### ANALYSIS:

**Consideration to Approve Participation in the San Gabriel Valley Region Law Enforcement Homeless Outreach Services Team (HOST) Grant Program**Page 2 of 3

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A Memorandum of Agreement (MOA) has been established between Los Angeles County Sheriff's Department (LASD) and Pomona Police Department (PPD) (Attachment "A") authorizing \$1,000,000 for a three-year funding cycle; Fiscal Year (FY) 2017-2018, FY 2018-2019 and FY 2019-2020 for HOST activities. The approved HOST activity allowable for reimbursement is homeless outreach centered on referral to housing, rehabilitative services and support. The allocated amount of \$1,000,000 is divided by region based on the number of cities in each region. The City of San Fernando is part of the San Gabriel Valley region, which has been allocated \$500,000.

The purpose of this homeless outreach project is to provide services to cities experiencing homeless issues similar to others in the San Gabriel Valley area, such as Pomona, Azusa, La Verne, Covina and Glendora. The HOST team only provides resource information to the homeless and there is no enforcement during this type of activity. The 2018 Greater Los Angeles Homeless Count indicates that the City of San Fernando has 40 unsheltered homeless persons, an increase from 24 in 2016 and 34 in 2017.

Reimbursement is made on a monthly basis upon approval of the police departments invoice submitted to Pomona Police Department along with supporting documents showing activities and expenditures for the period under the agreement.

**BUDGET IMPACT:**

There will be up front staff costs, which will be reimbursed on a monthly basis from the HOST grant and administered by the Pomona Police Department. Overtime costs related to participation in this program will be accounted for in the City's Operating Grant Fund to ensure the City is reimbursed. A budget amendment is required (Attachment "B") to appropriate the grant revenues and expenditures.

**CONCLUSION:**

Staff has established the need and funding source to help the City's homeless population, utilizing funding made available through the HOST grant which was established by Los Angeles County approved Measure "H". The HOST program is another excellent program to reach out, evaluate and assist the City's homeless population, along with the Police Department Homeless Connect Day program.

Staff is recommending the City Council approve the Police Department participate in the HOST program and authorize the City Manager and the Chief of Police the use of overtime for sworn police personnel which will be reimbursed by the HOST grant through the City of Pomona Police Department.

**Consideration to Approve Participation in the San Gabriel Valley Region Law Enforcement Homeless Outreach Services Team (HOST) Grant Program**Page 3 of 3

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**ATTACHMENT:**

- A. Memorandum of Agreement with Los Angeles Sheriff's Department and Pomona Police Department
- B. Budget Resolution No. 7901

# MEMORANDUM OF AGREEMENT

## Los Angeles County Law Enforcement Homeless Outreach Services Teams (HOST)

This Memorandum of Agreement (MOA) is being executed by the below listed agencies in connection with the Los Angeles County Homeless Initiative. The agencies listed below agree to abide by the terms and provisions of this MOA while utilizing resources allocated by the County for law enforcement homeless outreach services.

- County of Los Angeles (County) by and through the Los Angeles County Sheriff's Department (LASD) and the Chief Executive Office (CEO)
- Los Angeles County Police Chiefs' Association (LACPCA)
- City of Pomona (Acting as "fiscal agent" for LACPCA)

### I. PURPOSE

The purpose of this MOA is to establish and memorialize the responsibilities of LASD as the director for law enforcement homeless outreach services, as detailed in the Los Angeles County Homeless Initiative, "Strategy E4 – Homeless Policy" and "Strategy E6 – Homeless Outreach." LASD is committed to working with LACPCA to ensure collaboration and consistency in law enforcement outreach by local police departments, (excluding the city of Los Angeles which has established its own law enforcement homeless outreach). This MOA stands as evidence that LASD and LACPCA will be committed to work together toward the mutual goal of conducting homeless outreach, centered on referral to housing, rehabilitative services and support, in lieu of arrest when possible. Nothing in this MOA shall be construed as prohibiting law enforcement personnel from enforcing laws when there is probable cause to believe a crime was committed and when in the best interest of public safety.

### II. MISSION

LASD and LACPCA jointly recognize that homelessness is a serious cross-jurisdictional problem in the County. The homelessness crisis has impacted public safety and quality of life throughout the community. The mission of the law enforcement Homeless Outreach Services Teams (HOST) is to work collaboratively with public and private partners to assist homeless individuals and address problems associated with homeless encampments. The objective will be met by law enforcement HOST teams, working in collaboration with outreach teams, consisting of subject matter experts, housing, mental health and recovery case managers and service providers, to get homeless individuals the services they need.

The law enforcement HOST will also focus on forming community partnerships with local leaders, civic groups, faith and community based organizations to bring about community awareness on services available to assist homeless individuals. Each agency believes the Los Angeles County Homeless Initiative, as described herein, will further this goal. To this end, each agency agrees to participate in the program through mutual coordination and/or by providing certain agreed-upon services as specifically enumerated below.

### **III. ORGANIZATION**

#### **A. Directing Body and Administration of Funds**

LASD shall be the Directing Body for law enforcement HOST in the County, and will collaborate with LACPCA to assist with coordination of law enforcement HOST with local police departments. The County will provide funding for local law enforcement HOST to the city of Pomona, who will act as the "fiscal agent" for LACPCA. The city of Pomona will administer funds to local police departments for their deployment of law enforcement HOST, based on the terms developed by LACPCA. As the Directing Body, LASD shall ensure all funds are used in accordance with the County Homeless Initiative, as described in the PURPOSE and MISSION (Section I and II) of this MOA. Each party shall perform all services under this MOA as an independent contractor, and neither party, nor its employees, shall be considered employees or agents of the other by virtue of this MOA. This MOA is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties.

#### **B. Los Angeles County HOST Coordinator**

A LASD Chief will be designated as the County HOST Coordinator. The Chief will be responsible for managing Los Angeles County HOST, coordinating with LACPCA, reporting on law enforcement HOST issues and activities to the County Board of Supervisors and CEO, and preparation of any annual law enforcement HOST reports.

The County HOST Coordinator and designated manager/supervisor(s) of the participating agencies will cooperate and share information as necessary and to the extent allowed by law regarding data related to number of homeless outreach contacts, referrals to housing and services, incidents related to homeless outreach, including but not limited to arrests, use of force, complaints and other statistical data relevant to determine best practices, corrective action, and performance measures. Each agency shall at all times retain sole responsibility for the acts and/or omissions of its own employees.

### **IV. LIABILITY**

Each party agrees to indemnify, defend and hold harmless the other parties, their elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including

attorney and expert witness fees), arising from or connected with acts and/or omissions of the indemnifying party arising from and/or relating to this MOA.

Neither termination of this MOA nor completion of the acts to be performed under this MOA shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this MOA and prior to the effective date of termination or completion.

LACPCA and city of Pomona shall include a provision in all funding agreements with city police departments related to HOST services funded by the County of Los Angeles that requires the city police departments to expressly indemnify, defend and hold harmless the County of Los Angeles, its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with acts and/or omissions of the city police department arising from and/or relating to HOST services provided by the city police department.

#### **V. EQUIPMENT / FACILITY**

Each party will utilize its own equipment and/or facilities to accomplish the purpose and mission of this MOA.

#### **VI. TERM OF AGREEMENT**

This MOA becomes effective on the date that all those listed below have affixed their signatures. The terms and provisions of this MOA shall be in effect while utilizing resources allocated by the County for law enforcement homeless outreach services, but may be terminated at any time upon written mutual consent of the agencies involved. Continued participation in law enforcement HOST may be terminated by LACPCA, County, or any participating agency by written notice thirty (30) calendar days prior thereof. Notwithstanding early termination, this MOA shall terminate on June 30, 2020. The terms of this MOA may be extended beyond FY 2019-2020 with County Board of Supervisors approval.

#### **VII. FUNDING**

The MOA authorizes one million dollars per year for FY 2017-2018, FY 2018-2019, and FY 2019-2020 for HOST activities. It is agreed that the CEO will hold the balance of funds and will reimburse LASD upon claim of services rendered by city police departments. As the "fiscal agent", the City of Pomona Police Department will coordinate homeless outreach services provided by LACPCA member cities who choose to engage in homeless outreach pursuant to this MOA. Such cities will submit invoicing for hourly outreach services rendered by designated personnel trained in homeless outreach by LASD.

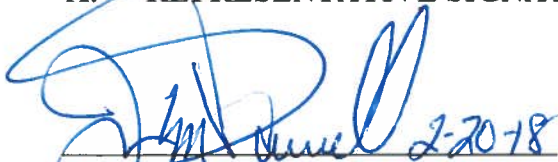
**VIII. AUTHORIZATION**


The parties hereto, by their duly authorized officials, have executed this MOA on the respective dates indicated below.

**IX. AMENDMENTS TO THE MEMORANDUM OF AGREEMENT**

This MOA may be amended by written agreement signed by all parties.

**X. REPRESENTATIVE SIGNATURES**

  
\_\_\_\_\_  
Jim McDonnell, Date  
Sheriff  
County of Los Angeles

  
\_\_\_\_\_  
Sachi A. Hamai, Date 4/3/18  
Chief Executive Officer  
County of Los Angeles

APPROVED AS TO FORM

MARY C. WICKHAM

County Counsel

By

  
Michele Jackson

Principal Deputy County Counsel

County Counsel

By

  
Adrienne M. Byers


Assistant County Counsel

  
\_\_\_\_\_  
1-18-18

Michael Olivieri, Date  
Chief of Police  
City of Pomona

  
\_\_\_\_\_  
1-16-18

Linda Lowry, Date  
City Manager  
City of Pomona

  
\_\_\_\_\_  
1/12/18  
Chief Robert Guthrie, President Date  
Los Angeles County Police Chiefs  
Association (LACPCA)

**ATTACHMENT “B”****RESOLUTION NO. 7901****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET  
FOR THE FISCAL YEAR 2018-19 ADOPTED ON JUNE 18, 2018**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2018-19, commencing July 1, 2018, and ending June 30, 2019; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, the City Council has approved the Police Department’s participation in the HOST grant program administered by the Pomona Police Department; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019, a copy of which is on file in the City Clerk’s Office, was adopted on June 18, 2018.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1.** The following adjustments are made to the City Budget:

**OPERATING GRANTS:**

Increase in Expenditures 110-225-3683-4105	\$35,000
Increase in Revenues 110-3696-3683	\$35,000

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of January, 2019.

---

Joel Fajardo, Mayor

**ATTEST:**

---

Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES    ) ss**  
**CITY OF SAN FERNANDO       )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7<sup>th</sup> day of January, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

---

Elena G. Chávez, City Clerk

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Anthony Vairo, Police Chief

**Date:** January 7, 2019

**Subject:** Consideration to Approve Homeless Connect Day and the Use of the City Seal

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Homeless Connect Day in the City of San Fernando to be held on February 21, 2019;
- b. Authorize the use of Las Palmas Park to host the event and waive any and all fees;
- c. Approve the use of the City seal on Homeless Connect Day print material and social media pursuant to City Council Resolution No. 6904 (Attachment "A"); and
- d. Authorize use of the City seal, City facilities, and waive fees for all future Homeless Connect Day events held in the City, with City Manager approval; and
- e. Authorize the Police Department to pursue donations to support the event.

### BACKGROUND:

1. Similar to other jurisdictions in Southern California, San Fernando has seen a slow, yet steady, increase in the population of homeless persons residing on the City streets and other public and private property in the City. The 2018 Greater Los Angeles Homeless Count indicates that the City of San Fernando has 40 unsheltered homeless persons, an increase from 24 in 2016 and 34 in 2017.
2. On September 18, 2017, the City Council approved co-sponsoring the City's first Homeless Connect day, which was held at Recreation Park on November 16, 2017. The event drew over 80 homeless persons locally and assisted in providing essential services and potential housing placement for many of the attendees.

**Consideration to Approve Homeless Connect Day and the Use of the City Seal**Page 2 of 4

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3. On May 21, 2018, the City Council approved co-sponsoring the City's second Homeless Connect Day, which was held at Las Palmas Park on July 19, 2018. The event drew over 100 homeless persons locally (increase from the previous year) and assisted in providing essential services and potential housing placement for many of the attendees.
4. The 2017 and 2018 events provided free breakfast and lunch donated by local private persons, businesses and through the support of Los Angeles County Supervisor Shelia Kuehl's Office and State Senator Robert Hertzberg.

**ANALYSIS:**

The region has experienced a steady increase in the population of homeless persons. Businesses and residents have complained about the growth of the homeless population within the City. Staff has worked diligently to connect homeless persons with available resources. Staff has also engaged in appropriate enforcement activities to discourage violations of City ordinances and preserve public health and safety. The Police Department has encouraged members of the homeless community to continue to participate in Homeless Connect Days held in Sylmar and other neighboring communities. Few have participated in similar events conducted outside of San Fernando, even when offered transportation.

The goal of Homeless Connect Day is to link people experiencing homelessness with long-term services and housing so that they may end their experience of homelessness. To accomplish this, the Homeless Connect Day includes: 1) homeless services agencies; 2) assistance with critical needs; 3) incentives to connect to services; 4) showers; and 5) meals. Homeless service providers include: Los Angeles Homeless Services Authority (LAHSA), housing providers, health providers, mental health providers, substance abuse treatment agencies, court services employment assistance, veterans' assistance agencies, agencies serving transition age youth, etc.

This proposed event will again be co-sponsored by Los Angeles County Supervisor Sheila Kuehl, State Senator Robert Hertzberg, and the City of San Fernando. The event will provide a one-stop approach for homeless persons to be assessed and intake processed for essential services including mental health services, housing, hygiene needs, public assistance and other important available resources.

The resources provided by the event sponsors would be as follows:

- Secure the core services needed for housing placement and stabilization;
- Provide the core services signage and partner navigation map;
- Complete an initial intake with each participant (LAHSA);

**Consideration to Approve Homeless Connect Day and the Use of the City Seal**Page 3 of 4

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- Collect Homeless Connect Day services data including follow-up services provided in the 30 days post event;
- Compile the data and create the Homeless Connect Day presentation;
- Conduct the evaluation of the event to get same day feedback; and
- Provide outreach and transportation of participants.

As the host, the City will provide the following:

- Secure the Homeless Connect Day venue (proposing Las Palmas Park Gym);
- Provide tables and chairs;
- Authorize use of the City Seal to be used on print material and social media for the event using a flyer template created by Supervisor Kuehl's Office (Attachment "B");
- Advertising Homeless Connect Day in the surrounding community, particularly to Neighborhood Watch and other interested civic groups;
- Provide water and paper products through donations from local businesses;
- Set-up/break-down event;
- Secure any additional service providers (if desired) such as pet grooming, haircuts, etc.;
- Provide "passport" that encourage participants to visit service providers; and
- Invite media to cover the event through the distribution of a press release and social media campaign.

Example of Homeless services to be available:

- Los Angeles Homeless Services Authority (LASHA)
- Northeast Valley Health Corporation
- Department of Public Social Services
- Homeless Court (City Attorney Office Citation Project, also serve county homeless)
- Operation Healthy Homecoming
- Tarzana Treatment Center
- Olive View Community Mental Health Urgent Care
- The Village Family Services
- Hope Mill
- Shower trucks
- Free lunch will be provided courtesy of In and Out Burger Corporation

**BUDGET IMPACT:**

There will be minimal direct staff cost associated with this event. Recreation and Community Services Department will utilize staff already assigned to work at the park and the Police

**Consideration to Approve Homeless Connect Day and the Use of the City Seal**Page 4 of 4

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Department will use one Police Sergeant during their regularly scheduled shift. The event will also utilize volunteers and Police Explorers to assist with setup and breakdown for the event.

As a city event, there is no cost to rent the gym at Las Palmas Park.

**CONCLUSION:**

Staff is requesting the City Council approve the event to be hosted in the City at Las Palmas Park, authorize the use of the City Seal and waive any and all fees for the event. These Homeless Connect Day are highly beneficial to local homeless persons and address a concern raised often by residents and business members of the community. Therefore, staff is also requesting City Council approve the use of the City seal and City facilities for all future "Homeless Connect" branded events in the City.

**ATTACHMENTS:**

- A. Resolution No. 6904
- B. Sample flyer

**ATTACHMENT "A"****RESOLUTION NO. 6904****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:**

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
4. The City seal may not be used for political or commercial purposes.
5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5<sup>th</sup> day of May, 2003.

Dr. José Hernández  
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez  
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada  
Michael Estrada, City Attorney

STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    ) ss.  
CITY OF SAN FERNANDO        )

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5<sup>th</sup> day of May, 2003; and that the same was passed by the following vote:

AYES:           Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES:           None

ABSENT:        None

Elena G. Chávez  
Elena G. Chávez, City Clerk

# SAN FERNANDO

## HOMELESS

## CONNECT DAY



Thursday, November 16, 2017

10am – 1pm

### WHERE:

San Fernando Recreation Park  
208 Park Avenue  
San Fernando, CA 91340

This event is a collaboration between the Los Angeles County, City of San Fernando, the State of California and non-profit agencies that will provide free services to homeless individuals in need of assistance.



**Veterans are welcome & encouraged to participate**

Lunch will be provided to participants on a first come, first served basis. For more information, please contact Moses Ledesma at [mledesma@bos.lacounty.gov](mailto:mledesma@bos.lacounty.gov) or by phone at (818) 901-3831



*Sheila Kuehl*  
Supervisor Sheila Kuehl

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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Yazdan T. Emrani, P.E., Director of Public Works /City Engineer

**Date:** January 7, 2019

**Subject:** Consideration to Award a Contract for San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, CDBG Project No. 601994-18 Job No. 7606, Plan No. P-729

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve plans and specifications (Attachment "A") for the San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, CDBG Project No. 601994-18 Job No. 7606, Plan No. P-729;
- b. Accept the lowest responsive bid from Palp Inc., DBA Excel Paving Company for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Excel Paving Company (Attachment "B" - Contract No. 1900) for an amount not to exceed \$309,903;
- d. Authorize the use of an additional \$82,503 in Community Development Block Grant (CDBG) funds awarded by the Community Development Commission (CDC);
- e. Authorize the use of \$58,020 of Measure M Funds to make up the (\$27,030) difference between the not to exceed contract amount for construction and the total amount of grant funds available for the project; plus a 10% contingency (\$30,990) to cover the cost of unforeseen construction expenses; and
- f. Adopt Resolution No. 7899 (Attachment "C") amending the Fiscal Year (FY) 2018-2019 adopted budget appropriating the additional CDBG grant and Measure M expenditures and revenues for the San Fernando Road Street Improvements Project.

**Consideration to Award a Contract for San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, CDBG Project No. 601994-18 Job No. 7606, Plan No. P-729**

Page 2 of 4

**BACKGROUND:**

1. On February 5, 2018, City Council conducted a Public Hearing to determine the FY 2018-2019 CDBG Project. After closing the Public Hearing, City Council adopted Resolution No. 7838 approving a street, curb/curb ramp and gutter rehabilitation projection along San Fernando Road using the City's FY 2018-2019 CDBG funding allocation of \$225,370.
2. The approved project includes the following improvements:
  - a. Repair sidewalk/curb ramps in compliance with ADA accessibility requirements, and repair and replacement of curb, cross gutter, asphalt concrete (AC) pavement.
  - b. Construction of Asphalt Rubber Hot Mix (ARHM) overlay.
  - c. Installation of striping.
3. On June 18, 2018, City Council adopted the FY 2018-2109 Budget, which included a total allocation of \$225,370 from CDBG funds for the "CDBG Street Resurfacing Project."
4. On October 31, 2018, staff published a Notice Inviting Bids (NIB) for the project and advertised the NIB in the San Fernando Valley Sun plus numerous online publications.
5. On November 29, 2018, at 11:00 a.m., the City Clerk received and opened four bids for construction of stated improvements (Attachment "D").

**ANALYSIS:**

Staff analyzed all bids and determined the bid from Excel Paving Company to be the lowest responsive bid. Although All American Asphalt was the lowest bidder, they failed to submit all the required documents with their bid package. Therefore, the bid received from All American Asphalt has been deemed to be unresponsive. The table below summarizes the bids received for project construction:

<b>RANK</b>	<b>BIDDER</b>	<b>BID AMOUNT</b>
1	Toro Enterprises, Inc.	\$326,550.00
2	EC Construction	\$315,746.00
3	All American Asphalt	\$296,875.00
4	Excel Paving Company	\$309,903.00

**Consideration to Award a Contract for San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, CDBG Project No. 601994-18 Job No. 7606, Plan No. P-729**

Page 3 of 4

Excel Paving Company has successfully completed projects in the City, including North Maclay Avenue Streetscape Project.

Timeline.

If the construction contract is awarded by the City Council, staff will work to complete this project according to the following schedule:

- January 7, 2019  
City Council Award of Contract
- February – April 2019  
Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has 30 working days to complete the project.

**BUDGET IMPACT:**

For Fiscal Year 2018-2019, a total of \$225,000 in CDBG funds were appropriated in which \$200,000 is available for the project. Once staff qualified the contractor who submitted the lowest response bid for the project, it was found to be a \$109,533 gap between CDBG funds available and Excel Paving's bid amount. To make up the difference, staff is requesting to appropriate an additional \$82,503 in unused CDBG funds from previously completed street improvement projects. These funds are recommended because they must be used within 2 years or they risk being re-distributed to other agencies. Additionally, \$58,020 in unallocated Measure M funds. Appropriating the additional CDBG and Measure M funds will impact future fiscal year budgets by reducing the amount of funding available for upcoming street improvement projects.

The total estimated construction cost for this capital project is \$340,893, including contingencies.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
CDBG	026-3693	\$ 282,873
Measure M	024-3210	\$ 58,020
<b>Total Sources:</b>		<b>\$ 340,893</b>

**Consideration to Award a Contract for San Fernando Road Street Improvements between South Huntington Street and San Fernando Mission Boulevard, CDBG Project No. 601994-18 Job No. 7606, Plan No. P-729**

Page 4 of 4

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<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Construction	026-311-0159-4600 024-311-0159-4600	\$ 309,903
Contingency (10%)	024-311-0159-4600	\$ 30,990
<b>Total Uses</b>		<b>\$ 340,893</b>

**CONCLUSION:**

It is recommended that the City Council approve the project plans and specifications; authorize the City Manager to execute a construction contract with Excel Paving Company; authorize the use of an additional \$82,503 in CDBG and \$58,020 of Measure M Funds; and adopt Resolution No. 7899 amending the Fiscal Year (FY) 2018-2019 adopted budget.

**ATTACHMENTS:**


- A. Plans and Specifications
- B. Contract No. 1900
- C. Resolution No. 7899
- D. Bid Summary



## CONTRACT DOCUMENTS

**SAN FERNANDO ROAD STREET IMPROVEMENTS  
BETWEEN S HUNTINGTON ST AND SAN FERNANDO MISSION BLVD  
CDBG PROJECT NO. 601994-18  
PROJECT NO. 7606, PLAN NO. P-729**



Prepared by:  Date: 10/18/18  
Manuel Fabian, Civil Engineering Assistant II

Under the Supervision of:  Date: 10/18/18  
Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Public Works Department

117 Macneil Street

San Fernando, CA 91340-2993

818-898-1222

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## Federal Requirements

**(A) The following documents (pages A-1 to A-4, A-7, and A-8) must be submitted with the bid package:**

Non-Collusion Affidavit .....	A-1
Non-Segregated Facilities Certification .....	A-2
Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports .....	A-3
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**(B) The following documents must be submitted prior to award of contract:**

Section 3 Economic Opportunity Report .....	A-5
Contractor's Outreach Efforts .....	A-6
Contractor's Notification of Subcontracts Awarded .....	A-9
Federal Lobbyist Certification .....	A-10
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## NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 A.M. on Thursday, November 29, 2018**, and said bids will be publicly opened and declared for performing work on the following project:

**SAN FERNANDO ROAD STREET IMPROVEMENTS  
BETWEEN S HUNTINGTON STREET AND SAN FERNANDO MISSION BLVD  
CDBG PROJECT NO. 601994-18, JOB NO. 7606, PLAN NO. P-729**

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and sewer manhole frame and cover; installation of tree; installation of traffic striping and pavement marking; and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions. Based on the quantities listed in the Proposal, the construction cost is estimated to be in the range of \$175,000 to \$225,000.

**This is a HUD Section 3 covered construction contract and requires compliance with the hiring goals outlined in Section 3 of the Housing and Urban Development Act. A bid preference may be given to a bidder who provides a reasonable bid and is determined to be a qualified Section 3 Business. A Section 3 Pre-Bid Meeting will be held 11:00 AM on Wednesday, November 14, 2018, at 117 Macneil Street, San Fernando, CA 91340 to explain the Section 3 bid preference and hiring goals. In order to receive consideration for the Section 3 bid preference, a bidder must complete, sign, and submit the following forms with their bid proposal: a) Section 3 Business Certification form, and b) Section 3 Resident Certification form(s). A reasonable bid must be within the Zone of Consideration factored at the time of the bid evaluation. Direct all questions to Manuel Fabian, Section 3 Coordinator at [mfabian@sfcity.org](mailto:mfabian@sfcity.org).**

The contract time for the project is thirty (30) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for

that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

**This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. A contractor working on a federally assisted project must be eligible to participate in the award of that contract. The Contractor shall adopt the current Federal and/or State general prevailing rates of wages applicable to the work to be done. If Federal and State wage rates are applicable, then the higher of the two will prevail.**

The Federal/State General Prevailing Wage Rate Determination as established by the United States Department of Labor/California Department of Industrial Relations is available at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA33dwb?v=5> and <http://www.dir.ca.gov/DLSR/PWD/index.htm>, respectively, and in the Public Works Department at City Hall.

**This is a HUD Section 3 contract and all bidders must commit to achieving the Section 3 employment and contracting goals in order to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 shall be considered a non-responsive bidder for this Notice Inviting Bids.**

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, [www.sfcity.org](http://www.sfcity.org), for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at [mfabian@sfcity.org](mailto:mfabian@sfcity.org) to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **\$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **\$5.00** is required to cover postage and handling. Any questions pertaining to the project shall be submitted by Wednesday, November 21, 2018 by 4:30 p.m.

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: November 1, 2018

By: Yazdan T. Emrani, P.E.  
Director of Public Works/City Engineer

Sun  
11/01/2018  
11/08/2018

**CONTRACTOR'S PROPOSAL**

CITY OF SAN FERNANDO  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**SAN FERNANDO ROAD STREET IMPROVEMENTS  
BETWEEN S HUNTINGTON STREET AND SAN FERNANDO MISSION BLVD  
CDBG PROJECT NO. 601994-18  
PROJECT NO. 7606, PLAN NO. P-729**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **thirty (30)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

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Dated

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Bidder

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Signature

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Name (Print/Type)

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Title

**BID SCHEDULE**  
**SAN FERNANDO ROAD STREET IMPROVEMENTS**  
**BETWEEN S HUNTINGTON STREET AND SAN FERNANDO MISSION BLVD**  
**CDBG PROJECT NO. 601994-18, PROJECT NO. 7606, PLAN NO. P-728**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1*	Cold mill 1.5" AC pavement.	SF	90,000	\$	\$
2*	Construct 1.5" ARHM overlay.	TON	825	\$	\$
3*	Remove and Replace 4" PCC Sidewalk.	SF	300	\$	\$
4*	Remove and Replace PCC Curb and Gutter	LF	450	\$	\$
5*	Remove and Replace 6" PCC Drive Approach.	SF	2,000	\$	\$
6*	Remove Existing PCC Driveway Approach and Construct 4" Sidewalk	EA	7	\$	\$
7*	Construct PCC Access Ramp W/ Truncated Dome.	SF	360	\$	\$
8*	Remove Existing PCC Spandrel and Replace with AC Pavement.	SF	260	\$	\$
9*	Remove existing PCC Sidewalk and Construct 6" Thick PCC Driveway Approach	SF	80	\$	\$
10*	Adjust Manhole Frame and Cover To Grade.	EA	5	\$	\$
11*	Adjust Water Valve Box Frame and Cover To Grade.	EA	16	\$	\$
12*	Install Traffic Striping, Signage and Pavement Marking Including House Numbers.	LS	1	\$	\$
13*	Re-Establish Survey Monument	EA	3	\$	\$
14*	Remove and Replace Parkway Drain	LS	1	\$	\$
15*	Adjust Utility Pull Box to Grade	EA	7	\$	\$
<b>BID TOTAL</b>					<b>\$</b>

\*The twenty-five percent (25%) quantity change limitation per Section 3.2 of the Standard Specification does not apply to this item. For these items, there shall be no quantity limitation. Payment for these items will be based on unit prices stated in the Contractor's Proposal.

In case of discrepancy between unit process and item totals, the unit prices shall prevail. In case of a discrepancy between item totals and grand total, the item totals shall prevail. The grand total will be subject to adjustment by the City in the event of a discrepancy. The contract award shall be made on the basis of the grand total as described above from among the responsive and responsible bidders.

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

***This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. If Federal and State prevailing wage rates are applicable, then the higher of the two will prevail.***

***The contractor shall adopt the current federal and/or state general prevailing rates of wages applicable to the work to be done.***

***This is a HUD Section 3 contract and all bidders must commit to achieving the Section 3 employment and contracting goals in order to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 shall be considered a non-responsive bidder for this Notice Inviting Bids.***

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the

Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.
- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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***The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:***

- P-1&2 Contractor's Proposal
  - P-3 Bidder's Bond
  - P-4 Contractor Information
  - P-5 List of References
  - P-6 List of Subcontractors
  - P-7 Minority, Women, Small Business Enterprise Form
  - P-8 Certificate of Secretary of Adoption of Resolution
  - P-9 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
  - P-10 Non-Collusion Affidavit
- 

***The following documents in the FEDERAL REQUIREMENTS section of these Contract Documents must be completed and submitted with the bid package:***

- A-1 Non-Collusion Affidavit
  - A-2 Certification of Non-segregated Facilities
  - A-3 Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports Form.
  - A-4 Section 3 Economic Opportunity Plan
  - A-7 Section 3 Resident Certification
  - A-8 Section 3 Business Certification
- 

***The following documents in the FEDERAL REQUIREMENTS section of these Contract Documents must be completed and submitted prior to award of contract:***

- A-5 Section 3 Economic Opportunity Report
- A-6 Contractor's Outreach Efforts
- A-9 Contractor's Notification of Subcontracts Awarded
- A-10 Federal Lobbyist Certification
- A-11 County Lobbyist Certification
- A-12 Equal Employment Opportunity Commitment
- A-71 Fringe Benefit Payment Certification
- A-72 Notice of Section 3 Commitment
- A-73 Worker's Compensation Certification

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the City of San Fernando in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_)  
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of  
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,  
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the  
above bounden \_\_\_\_\_  
to construct \_\_\_\_\_  
(insert names of streets and limits to be improved) dated \_\_\_\_\_ is accepted  
by the City of San Fernando, and if the above bounden his heirs, executors, administrators,  
successors and assigns, shall duly enter into and execute a contract for such construction, and  
shall execute and deliver the two bonds described within ten (10) days (not including Sunday)  
from the date of the mailing of a notice to the above bounden \_\_\_\_\_  
by and from the said City of San Fernando that said contract is ready for execution, then this  
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 2018.

Principal

Surety

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently  
power of attorney must be attached to the bond to verify the authority of any party signing on  
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

**CONTRACTOR INFORMATION**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ State \_\_\_\_ Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Names and titles of all officers of the firm

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## LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
2. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
3. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
4. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
5. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
6. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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Name under which subcontractor is licensed: \_\_\_\_\_

Address of office, mill or shop: \_\_\_\_\_

Specific description of subcontract: \_\_\_\_\_

License No.: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES**

BUSINESS NAME: \_\_\_\_\_  
ADDRESS (P.O. BOX NOT ACCEPTABLE): \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
PHONE NUMBER (\_\_\_\_) \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

**1. MINORITY OWNED**

Composition of ownership (more than 50% of ownership of the organization):  
Please check one of the following:

\_\_\_\_\_ Black American      \_\_\_\_\_ Asian/Pacific American  
\_\_\_\_\_ Native American      \_\_\_\_\_ Hispanic American      \_\_\_\_\_ Other ethnicity

**2. WOMEN OWNED**

More than 50% of this business is owned by women:

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**3. SMALL BUSINESS ENTERPRISE**

This business enterprise collects \$1,000,000 or less in gross revenue per year.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Does your firm intend to use subcontractors or independent contractors for this project?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

## CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, \_\_\_\_\_ (insert name of Secretary), do hereby certify that I am the Secretary of \_\_\_\_\_ (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, \_\_\_\_\_, \_\_\_\_\_ President  
\_\_\_\_\_, Vice President and  
\_\_\_\_\_, secretary  
*(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion),* be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Secretary

**Affix Seal**

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO  
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
2. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
3. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
4. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
5. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
6. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

**SAN FERNANDO ROAD STREET IMPROVEMENTS  
BETWEEN S HUNTINGTON STREET AND SAN FERNANDO MISSION BLVD  
CDBG PROJECT NO. 601994-18, JOB NO. 7606, PLAN NO. P-728**

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

,being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Sole owner, partner, president, secretary, etc.)

of \_\_\_\_\_ the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date \_\_\_\_\_

Bidder

Authorized Signature \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Name (Print/Type)

Title

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

(Notary Seal)

Signature of Notary Public



## SAMPLE CONSTRUCTION CONTRACT/AGREEMENT

### [CONTRACTOR'S NAME]

San Fernando Road Street Improvements between First Street and Fourth Street, CDBG Project No. 601994-18 Plans (P-729) and Specifications (Job No. 7606)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and \_\_\_\_\_ "CONTRACTOR."

### WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **San Fernando Road Street Improvements between S Huntington Street and San Fernando Mission Blvd, CDBG Project No. 601994-18 Plans (P-729) and Specifications (Job No. 7606)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **San Fernando Road Street Improvements between S Huntington Street and San Fernando Mission Blvd, CDBG Project No. 601994-18 Plans (P-729) and Specifications (Job No. 7606)** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated \_\_\_\_\_.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of \_\_\_\_\_ (\$\_\_\_\_\_).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-

**CONSTRUCTION CONTRACT/AGREEMENT****San Fernando Road Street Improvements between S Huntington Street and San Fernanod Mission Blvd, CDBG Project No. 601882-17 Plans (P-729) and Specifications (Job No. 7606)**

Page 2 of 4

like manner without interruption, and to complete the construction thereof within **thirty (30)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

**CONSTRUCTION CONTRACT/AGREEMENT****San Fernando Road Street Improvements between S Huntington Street and San Fernanod Mission Blvd, CDBG Project No. 601882-17 Plans (P-729) and Specifications (Job No. 7606)**Page 3 of 4

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9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and

**CONSTRUCTION CONTRACT/AGREEMENT****San Fernando Road Street Improvements between S Huntington Street and San Fernand Mission Blvd, CDBG Project No. 601882-17 Plans (P-729) and Specifications (Job No. 7606)**

Page 4 of 4

materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

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CONTRACTOR

BY \_\_\_\_\_

---

Title

BY \_\_\_\_\_

---

Title

CITY OF SAN FERNANDO  
A Municipal Corporation

---

ALEXANDER P. MEYERHOFF  
CITY MANAGER

ATTEST:

---

ELENA G. CHAVEZ  
CITY CLERK

APPROVED AS TO FORM:

---

RICK R. OLIVAREZ  
CITY ATTORNEY  
OLIVAREZ MADRUGA, P.C.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the  
Owner, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these  
presents.

The conditions of this obligation are such that whereas the Principal entered into a  
contract, attached hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the  
undertakings, covenants, terms, conditions and agreements of said contract during the  
original term thereof, and any extensions thereof that may be granted by the Owner  
with or without notice of the Surety, and during the life of any guaranty required under  
the contract, and shall also well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions and agreements of any and all duly authorized  
modifications of said contract that may hereafter be made, then this obligation shall be  
void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or modification of the contract documents or of  
the work to be performed thereunder shall in any way affect its obligations on this  
bond; and it hereby waives notice of any and all such changes, extensions of time; and  
alterations or modifications of the contract documents and/or of the work to be  
performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument  
under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the name and  
corporate seal of each corporate party being hereto affixed and these presents duly  
signed by each party's undersigned representative, pursuant to authority of its  
governing body.

(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

**PAYMENT (LABOR AND MATERIAL) BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the  
Owner, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_)   
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these  
presents.

The conditions of this obligation are such that whereas the Principal entered into a  
contract, attached hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons  
supplying labor and material in the prosecution of the work provided for in said  
contract, and any and all duly authorized modifications of each contract that may  
hereafter be made, then this obligation shall be void, otherwise this obligation shall  
remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors,  
or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay  
any of the persons named in Section 3181 of the Civil Code of the State of California for  
any materials, provisions, provender or other supplies used in, upon, for or about the  
performance of the work or labor performed by any such claimant or any amounts  
required to be deducted, withheld, and paid over to the Franchise Tax Board from the  
wages of employees of the contractor and his subcontractors pursuant to Section 18806  
of the Revenue and Taxation Code, with respect to such work and labor, then said  
Surety will pay for the same, in the amount not exceeding the sum set forth  
hereinabove and also, in case suit is brought upon the bond, will pay a reasonable  
attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and  
all persons named in the aforesaid Civil Code Section 3131 so as to give a right of  
action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or modification of the contract documents or of  
the work to be performed thereunder shall in any way affect its obligations on this  
bond; and it hereby waives notice of any and all such changes, extensions of time; and  
alterations or modifications of the contract documents and/or of the work to be  
performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_ day of \_\_\_\_\_, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

## WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, \_\_\_\_\_ as Contractor, has by written agreement dated \_\_\_\_\_, 2018, entered into a contract with Owner for in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charge is \$ \_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

## **SPECIAL PROVISIONS**

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions. The most stringent of any document shall have the highest precedence.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURES, AND SYMBOLS**

#### **Subsection 1-2 Terms and Definitions**

Add the following to the provisions of Subsection 1-2, "Terms and Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

### **SECTION 2 - SCOPE AND CONTROL OF THE WORK**

#### **Subsection 2-1 Award and Execution of the Contract**

Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds

Add the following to the provisions of Subsection 2-4, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or \$1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

Subsection 2-5 Plans and Specifications

Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Subsection 2-9 Surveying

Add the following to the provisions of subsection 2-9.1, "Permanent Survey Markers":

The Contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the Plans and these Specifications, comply with the requirements as Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City.

Unless otherwise specified, all costs for protection and re-establishment of survey monuments shall be considered as included in the various related bid items and no additional compensation will be made therefor.

Add the following to the provisions of Subsection 2-9.2, "Surveying Service":

The Contractor shall be responsible for providing all survey service including, but not limited to, survey control, construction, monument preservation, and cut sheets, as deemed necessary and to the satisfaction of the Engineer to complete the scope of work. Failure to provide any or all survey service shall be cause for the Engineer to issue a stoppage of work until such time as the

survey service is provided. Any delay as a result of the work stoppage shall be at the Contractor's sole expense including any liquidated damages arising therefrom.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

Unless otherwise specified, all costs for surveying service shall be considered as included in the various related bid items and no additional compensation will be made therefor.

#### Subsection 2-10 Authority of Board and Engineer

Add the following to the provisions of Subsection 2-10, "Authority of Board and Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

#### Subsection 2-11 Inspection

Add the following to the provisions of Subsection 2-11, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

### SECTION 3 - CHANGES IN WORK

#### Subsection 3-3 Extra Work

Add the following to the provisions of Subsection 3-3.1, "General":

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

Add the following to the provisions of Subsection 3-3.2.3, "Markup":

Work by Contractor. The following percentages shall be added to the contractor's costs and shall constitute the markup for all supervision and management (direct or indirect); home office and field overhead and all profits, which shall be deemed to include all items of expense not specifically designated as materials or tool and equipment rental as in sections 3-3.2.2, "Materials", and 3-3.2.2.3, "Tool and Equipment Rental".

Labor	20%
Materials	15%
Equipment Rental	15%

### Other Items and Expenditures 15%

To the sum of the costs and markups provided for in this subsection, a maximum of one percent (1%) shall be added as compensation for bonding upon proof of actual payment to the suret(ies).

Add the following to the provisions of Subsection 3-3.2.3.2, "Work by a Subcontractor":

When all or any part of the extra work is performed by a subcontractor, the markup established in subsection 3-3.2.3 shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent on work in excess of \$2,000 of the subcontracted portion of the extra work may be added by the contractor.

#### Subsection 3-4 Changed Conditions

The Contractor's failure to provide written notice of changed conditions within 48 hours upon their discovery to the Engineer and before they are disturbed shall constitute a waiver of compensation and claims in connection therewith.

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

#### Subsection 3-5 Disputed Work

Add the following to the provisions of Subsection 3-5, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

#### Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within

30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

#### Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

#### Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the

Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, *et seq.* The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements

Add the following to the provisions of Subsection 4-1.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved

by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

## SECTION 5 - UTILITIES

### Subsection 5-1 Location

Add the following to the provisions of Subsection 5-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

- |    |                                    |              |
|----|------------------------------------|--------------|
| 1. | Frontier Communications            | 800-483-1000 |
| 2. | Southern California Edison Company | 800-611-1911 |
| 3. | Southern California Gas Company    | 800-427-2200 |
| 4. | San Fernando Water Department      | 818-898-1293 |
| 5. | L.A. City Municipal Services       | 800-342-5397 |
| 6. | L.A. Metropolitan Water Dist.      | 626-844-5610 |
| 7. | Spectrum Cable                     | 818-700-6500 |
| 8. | Plains All America Pipeline        | 800-708-5071 |

## SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

### Subsection 6-1 Construction Schedule and Commencement of Work

Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of Work":

The Contractor shall begin work within ten (10) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 3:30 p.m.

### Subsection 6-6 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

### Subsection 6-7 Time of Completion

Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a. m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- |                           |                          |
|---------------------------|--------------------------|
| ▶ New Year's Day          | ▶ Labor Day              |
| ▶ Martin Luther King Day  | ▶ Veterans Day           |
| ▶ Washington's Birthday   | ▶ Thanksgiving Day       |
| ▶ Cesar Chavez's Birthday | ▶ Day after Thanksgiving |
| ▶ Memorial Day            | ▶ Christmas Day          |
| ▶ Independence Day        |                          |

### Subsection 6-8 Completion, Acceptance, and Warranty

Add the following to the provisions of Subsection 6-8, "Completion, Acceptance, and Warranty":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

### Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Five Hundred Dollars (\$500.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

#### SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

##### Subsection 7-2 Labor

Add the following to the provisions of Subsection 7-2, "Labor":

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any

apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### Subsection 7-2.4 Hours of Labor

Add the following to the provisions of Subsection 7-2.4, "Hours of Labor":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$25.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

#### Subsection 7-3 Liability Insurance

Add the following to the provisions of Subsection 7-3, "Liability Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

#### Subsection 7-5 Permits

Add the following to the provisions of Subsection 7-5, "Permits":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

#### Subsection 7-8.1 General

Add the following to the provisions of Subsection 7-8.1, "General":

All excess dirt and construction debris shall be hauled away from job site each day.

#### Subsection 7-9 Protection and Restoration of Existing Improvements

Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

The contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no additional cost to the City. Corner records

shall be filed with the Los Angeles County Surveyor's Office and copies of the recorded corner records shall be provided to the City prior to the release of retention payment.

Subsection 7-10 Public Convenience and Safety

Add the following to the provisions of Subsection 7-10, "Public Convenience and Safety":

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

Subsection 7-10.1.1 Storage of Equipment and Materials in Public Streets

Add the following to the provisions of Subsection 7-10.1.1, "Storage of Equipment and Materials in Public Streets":

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned. Adequate flashing barricades shall be provided.

Subsection 7-10.2.2 Street Closures, Detours, Barricades

Add the following to the provisions of Subsection 7-10.2.2, "Street Closures, Detours, Barricades":

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

- |    |                         |                |
|----|-------------------------|----------------|
| a. | Public Works Department | (818) 898-1293 |
| b. | Police Department       | (818) 898-1267 |
| c. | Fire Department         | (818) 989-8561 |
| d. | Mauran Ambulance        | (818) 365-3182 |

The Contractor may choose to comply with the requirements of W.A.T.C.H. (Work Area Traffic Control Handbook) in providing devices and signage for pedestrian and vehicular traffic. The Contractor shall provide flagmen as necessary.

Overnight parking of construction equipment in the project site shall be subject to the Engineer's approval and comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

Unless otherwise specified, full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in providing traffic control shall be included in other items of work and no additional compensation will be allowed therefor.

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

## SECTION 9 - MEASUREMENT AND PAYMENT

### Subsection 9-3 Payment

Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

### Subsection 9-3.2 Partial and Final Payment

Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor shall submit updated work schedules and current record drawings (as-built) with requests for progress payments.

## **TECHNICAL SPECIFICATIONS**

### **1.1 GENERAL REQUIREMENTS**

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

### **1.2 SCOPE OF WORK**

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

**SAN FERNANDO ROAD STREET IMPROVEMENTS  
BETWEEN S HUNTINGTON STREET AND SAN FERNANDO MISSION BLVD  
CDBG PROJECT NO. 601994-18  
PROJECT NO. 7606, PLAN NO. P-729**

in accordance with the improvement Plans and Specifications prepared therefore by the City of San Fernando.

#### **A. GENERAL NATURE OF WORK**

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and manhole frame and cover; installation of traffic striping, signage and pavement marking including painting of house numbers; and miscellaneous appurtenant work.

#### **B. PRE-CONSTRUCTION MEETING AND MISCELLANEOUS REQUIREMENTS**

Prior to commencing work, there will be a pre-construction meeting to be attended by the Engineer, Inspector, Street Superintendent, and Contractor, and at which time the Contractor shall be informed of specific construction and administrative procedures. The Contractor shall submit a detailed construction schedule, traffic control plan, and materials specifications proposed for use on the project during this meeting.

The Contractor shall secure approval of the traffic control plan prior to beginning any work.

## **C. SWPPP BEST MANAGEMENT PRACTICES (BMPs)**

### **General**

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General Permit Number CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. This section of the specifications contains recommended practices, called Storm Water Pollution Prevention (SWPP) BMP. All contractors for the City of San Fernando must follow these practices.

### **Best Management Practices**

Measures to retain all sediments, construction-related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy. As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in **bold** highlight in the following table will apply to this project. These BMPs are included in the following pages.

### **Detailed Best Management Practices**

1. Dewatering Operations.....	4-3
2. Paving Operations.....	4-5
3. Material Delivery and Storage .....	4-9
4. Hazardous Waste Management.....	4-17
5. Contaminated Soil Management.....	4-19
6. Concrete Waste Management .....	4-21
7. Seeding and Planting.....	5-10
8. Mulching .....	5-16
9. Geotextiles and Mats.....	5-19
10. Dust Controls.....	5-25
11. Construction Road Stabilization .....	5-35
12. Stabilized Construction Entrance .....	5-37
13. Sand Bag Barrier .....	5-71
14. Storm Drain Inlet Protection .....	5-79
15. Sediment Trap .....	5-87
16. Sediment Basin .....	5-90

**(1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.**

### **1.3 SPECIFICATIONS AND APPENDICES**

- 1.3.1 Improvement plans, which form a part of the Contract Documents, are included separately from these specifications.
- 1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.
- 1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2018 Edition, as amended.

### **1.4 COORDINATION**

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

### **1.5 CONSTRUCTION FORCE**

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

### **1.6 BID ITEM DESCRIPTIONS**

#### **BID ITEM NO. 1 – COLD MILL 1.5" DEPTH AC PAVEMENT.**

Cold milling shall conform to the provisions of Section 302-5.2 of the Standard Specifications and shall be performed at locations and to depths indicated on the Plans. Cold milling shall be from outer edge of gutter to outer edge of gutter and shall extend from curb-return to curb-return of the designated areas. Transverse join lines at the curb returns shall be sawcut as specified in Subsection 300-1.3.2 of the Standard Specifications.

Existing AC on top of existing PCC gutter shall be removed and disposed of and no additional compensation will be made therefore.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 300-1.3.1 of the Standard Specifications.

Payment for BID ITEM NO. 1 – COLD MILL 1.5" DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) from outer edge of gutter to outer edge of gutter and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 2 – CONSTRUCT 1.5" ARHM OVERLAY.**

The work under this item consists of placing Asphalt Rubber Hot-Mix (ARHM) as shown on the Plans in accordance with the provisions of Section 302, "Asphalt Concrete Pavement," of the Standard Specifications.

Prior to placement of ARHM, the Contractor shall seal all cracks 3/8 inch and larger. Cracks shall be cleaned out with power router type equipment. The routed cracks shall then be filled with a latex emulsified asphalt sealant.

Paving shall be spread with a self-propelled mechanical spreading and finishing machine equipped with an automatic screed control 30 feet minimum in length.

Where asphalt concrete pavement is being constructed directly upon or against an existing hard pavement surface, or vertical asphalt concrete, or Portland Cement Concrete surface, a binder consisting of asphalt emulsion SS-1H diluted 50 percent with water shall be applied at a rate of 0.10 gallon per square yard. The Contractor shall furnish water for the rolling operation.

Payment for BID ITEM NO. 2 – CONSTRUCT 1.5" ARHM OVERLAY shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including crack sealing.

**BID ITEM NO. 3 – REMOVE AND REPLACE 4" PCC SIDEWALK.**

PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed and reconstructed in accordance with SPPWC Standard Plan 113-1, and to the dimensions given on the typical section of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 3 – REMOVE AND REPLACE 4" PCC SIDEWALK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 4 – REMOVE AND REPLACE PCC CURB AND GUTTER.**

Removal of existing curb and gutter and replacing with PCC curb and gutter, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-2, Type A2-8, and the Plans. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 4 – REMOVE AND REPLACE CURB AND GUTTER shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

**BID ITEM NO. 5 – REMOVE AND REPLACE 6" PCC DRIVE APPROACH.**

Removal of existing drive approach and replacing with 6" thick PCC drive approach shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 110-2, the Plans and these Specifications.

Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 5 – REMOVE AND REPLACE 6" PCC DRIVE APPROACH shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

**BID ITEM NO. 6 – REMOVE EXISTING PCC DRIVE APPROACH AND CONSTRUCT 4" SIDEWALK**

Removal of existing drive approach and replacing with 4" PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed

and reconstructed in accordance with SPPWC Standard Plan 113-1, and to the dimensions given on the typical sections of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 6 – REMOVE EXISTING PCC DRIVE APPROACH AND CONSTRUCT 4" SIDEWALK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 7 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME.**

Remove existing and construct PCC Access Ramp shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-2, and the Plans. Concrete shall be Class 520-C-2500. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 7 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted including curb and gutter and one (1) foot wide pavement cut.

**BID ITEM NO. 8 – REMOVE EXISTING PCC SPANDREL.**

Remove street section consisting of AC pavement over PCC spandrel and replace with AC pavement. The thickness of new AC pavement shall be equal to the street section removed or one inch (1") more than existing AC pavement, whichever is greater.

Payment for BID ITEM NO. 8 – REMOVE AND REPLACE PCC SPANDREL shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 9 – REMOVE EXISTING PCC SIDEWALK AND CONSTRUCT 6" THICK PCC DRIVE APPROACH**

Removal of existing sidewalk and replacing with 6" thick PCC drive approach shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan

110-2, the Plans and these Specifications.

Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 9 – REMOVE EXISTING PCC SIDEWALK AND CONSTRUCT 6" THICK PCC DRIVE APPROACH shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide AC pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

**BID ITEM NO. 10 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE.**

Adjust manhole frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 10 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 11 - ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE.**

Adjust utility valve frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 11 - ADJUST WATER BOX VALVE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 12 – INSTALL TRAFFIC STRIPING, SIGNAGE AND PAVEMENT MARKING INCLUDING HOUSE NUMBERS.**

The work under this item consists of painting temporary traffic stripe and marking or placing temporary overlay marker (TOM); repainting traffic striping, pavement marking and legend; and replacing raised pavement marker per State of California Department of Transportation Standard Plans and Standard Specifications.

All work shall be performed in accordance with Sections 84 and 85 of the Caltrans Standard Specifications and Standard Plans, except as modified and supplemented below:

Paint for traffic striping, pavement marking, and legend shall be "Thermoplastic" per Section 84-2 of Caltrans Standard Specifications.

The same day of construction, after any resurfacing operation and before opening the travel way to the public, the Contractor shall either paint temporary traffic striping and marking or apply reflective TOM. If the Contractor elects to use TOM, the Contractor shall paint and complete traffic striping, marking, and legend within five (5) calendar days after completion of resurfacing operations on that street. No street shall be without the proper striping over a weekend.

If TOM is used, it shall be applied every 24 feet for lane line. Four (4) inch wide Type Y amber TOM's shall be applied to delineate centerlines and painted medians. Four (4) inch wide white TOM shall be applied to delineate lanes and stop bars. TOM shall not be applied through an intersection.

The provisions of Caltrans' Standard Specifications Section 84-1.02 "Control of Alignment and Layout" shall apply except as modified and supplemented below:

The Contractor shall perform all layout, alignment and spotting, which will consist of striping or control points spaced at 200 feet on tangents and 50-foot curves. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 2 inch in 50 feet from the alignment shown in the Plans.

The provisions of Caltrans Standard Specifications Section 84-1.03 "Tolerances and Appearance" shall apply except as modified and supplemented below:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

The provisions of Caltrans Standard Specifications Section 84-1.04 "Protection from Damage" shall apply except as modified and supplemented below:

The Contractor shall protect his work until the paint is thoroughly dried. Painted traffic striping and pavement marking done under this Contract which are damaged or darkened as a result of wheel markings by public traffic and/or construction equipment, shall be repainted as specified by the Engineer at the sole expense of the Contractor and no additional compensation will be allowed therefor.

Where Fire Hydrants exist, the provisions of Caltrans Standard Specifications Section 85-1.02 "Type of Markers" shall apply except as modified and supplemented below:

Pavement marker shall conform to Type DB - Two-Way Blue Reflective Markers - and shall be installed whether or not shown on the Plans and as shown on Caltrans Standard Plan, Drawing A20A, Detail 9.

House Numbers shall match existing height and font. Numbers shall be in black paint with a white background. Contractor shall submit sample template before commencing work. All house numbers shall be within the project limits shall be repainted.

Payment for BID ITEM NO. 12 – INSTALL TRAFFIC STRIPING, SIGNAGE AND PAVEMENT MARKING INCLUDING HOUSE NUMBERS shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

#### **BID ITEM NO. 13 – RE-ESTABLISHMENT OF SURVEY MONUMENT**

Prior to any construction activities, all monuments, centerline ties, and any other survey markers within the project limits shall be located and recorded by a State of California Licensed Land Surveyor. No work will be authorized until the Contractor submits the required documentation to the City. Upon completion of construction, conflicting monuments, centerline ties, and other survey markers obliterated during construction shall be replaced in-kind per section 309 of the SSPWC and per the California Professional Land Surveyor's Act, latest edition. Corner records for all applicable intersections shall be filed with the County of Los Angeles prior to and after construction activities with copies of recordings provided to the City. All work involved shall conform to the California Professional Land Surveyor's Act, latest edition.

Payment for BID ITEM NO. 13 – MONUMENT PRESERVATION shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to perform all operations involved with resetting obliterated monuments, centerline ties, and other survey markers. Work shall also include all work involved with filing corner records prior to and after construction in conformance with the California Professional Land Surveyor's Act, latest edition and County of Los Angeles requirements, and providing documentation of same to the City.

#### **BID ITEM NO. 14 – REMOVE AND REPLACE PARKWAY DRAIN**

Removal and replacement of existing parkway drain shall conform to the provisions of

Section 207 of the Standard Specifications, SPPWC Standard Plan 151-2, the Plans and these Specifications.

Payment for BID ITEM NO. 14 – REMOVE AND REPLACE PARKWAY DRAIN shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

**BID ITEM NO. 15 – ADJUST UTILITY PULL BOX TO GRADE**

Adjust utility valve frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 15 - ADJUST UTILITY PULL BOX TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

# **FEDERAL REQUIREMENTS**

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

**TO THE CITY OF SAN FERNANDO**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

## NON-SEGREGATED FACILITIES CERTIFICATION

### FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The federally assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Title: \_\_\_\_\_

**CERTIFICATION**  
**WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR**  
**SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND**  
**THE FILING OF REQUIRED REPORTS**

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_ Contract Award: \$ \_\_\_\_\_

Awarding Agency: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Total Number of Employees \_\_\_\_\_

Affiliate Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**SF-100 (EEO-1) must be filed by:**

**(A) All private employers who are:**

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

**(B) All federal contractors (private employers), who:**

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

### SECTION 3 ECONOMIC OPPORTUNITY PLAN

(December - 2011)

<input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor:		Contract Amount: \$	Date Plan Submitted to LCA:
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		Section 3 Coordinator:	Telephone Number:
COBG Project Number:	Project Name:	Project Location:	

**Employment & Training Opportunities** – Minimum goal is 30% of the total new hires must be income-qualified residents

WORK CLASSIFICATIONS		TOTAL NEW HIRES
Professionals		
Technicians		
Office/Clinical		
Trade		
Trade		
Trade		
Trade		
Trade		
Trade		

*Proposed advertising & outreach strategies*  
*(see reverse side of this form for assistance)*

**Subcontracting Opportunities** - Minimum goal is 25% of the total subcontracting dollars must be awarded to *Section 3* business concerns. A *Section 3 Business Certification form* and supporting *Resident Certification forms* are required for each subcontract in the amount of \$100,000 or more.

Name of BUSINESS CONCERN	BASIC TRADE	Type of Contract
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction

*Proposed advertising & outreach strategies*  
(refer to the 'List of Proposed Subcontractors' or see reverse side for assistance)

### SECTION 3 ECONOMIC OPPORTUNITY REPORT

<input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor:		Contract Amount:	Reporting Period:
		\$	FROM TO
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		Section 3 Coordinator:	Telephone Number:
CDBG Project Number:	Project Name:	Project Location:	

#### Employment Accomplishments (attach completed Resident Certification form for each new hire)

WORK CLASSIFICATIONS	TOTAL NEW HIRES	(minority- qualified) NEW HIRES
Professionals:		
Technicians:		
Office/Clerical:		
Trade:		
Trade:		
Trade:		
<b>Totals:</b>		

**Efforts made to generate economic opportunities**

☐ Advertised through local media, television, radio, newspaper

☐ Signs prominently displayed at the project site

☐ Contacts with community organizations

☐ Other \_\_\_\_\_

**Barriers encountered in meeting goals**

☐ No jobs were available during this reporting period.

☐ Other \_\_\_\_\_

Minimum goal is 30% of the total new hires

The "to date" percentage of aggregate new hires who are *Section 3 qualified* residents that were hired for this project is: %

#### Subcontracting Accomplishments (attach a completed Business Certification form and supporting Resident Certification form)

SECTION 3 qualified BUSINESS NAME	Type of Contract	Supporting Documentation	Performance	CONTRACT AMOUNT
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certification	<input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive	\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certification	<input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive	\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certification	<input type="checkbox"/> Responsive to Section 3 requirements <input type="checkbox"/> Non-Responsive	\$ _____
Subtotal of "to date" Section 3 subcontract dollars				\$ _____
Non-SECTION 3 BUSINESS NAME		Type of Contract		
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction			\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction			\$ _____
Subtotal of "to date" non-Section 3 subcontract dollars				\$ _____
Total "to date" subcontracting dollars:				\$ <span style="border: 1px solid black; padding: 2px 20px;"></span>

Minimum Goal is 25% of the total subcontracting dollars

The "to date" percentage of the amount of the total subcontracts awarded to qualified *Section 3 Business Concerns* is: %

☐ Check this box if this is your Final Report and submit it with your final Certified Payroll Report

DATE OF REPORT

Signature of Authorized Representative

### CONTRACTOR'S OUTREACH EFFORTS

*Attach supporting documentation for each "good faith effort" accomplishment*

- ☐ Entered into a first-source hiring agreement with organizations representing income-qualified residents, (such as *Work Source Center* or *San Gabriel Valley Conservation Corps*; <http://sgvccorps.org/>)

*Provide contractor with the address of the local Work Source Center:* \_\_\_\_\_

- ☐ Posted ☐ training and/or ☐ employment position flyers in;
- ☐ public housing developments – (Name of Public Housing \_\_\_\_\_)
  - ☐ offices of the local government, (Name of Office \_\_\_\_\_)
  - ☐ other conspicuous places – (Specify Place \_\_\_\_\_)

- ☐ Advertised positions to be filled through;
- ☐ local media, such as community television networks (Name of media source \_\_\_\_\_)
  - ☐ newspapers of general circulation, or
  - ☐ commonly-used job placement websites such as [www.monster.com](http://www.monster.com) (Website used \_\_\_\_\_)

- ☐ Contacted a federally-approved apprenticeship program sponsor to gain access to income-qualified residents actively seeking job-placement and training. Visit the CA Dept. of Industrial Relations' database of apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/aigstart.asp> (Sponsor used \_\_\_\_\_)

- ☐ Contacted an agency administering a *HUD Youth build Program* and requested their assistance to recruit income-qualified participants who are in need of permanent placement.

*Provide contractor with the address of the local Youth build Center:* \_\_\_\_\_

- ☐ Sponsor a *HUD-certified "Step-Up"* employment and training program for income-qualified residents.

- ☐ Contacted the HUD website [www.hud.gov/sec3biz](http://www.hud.gov/sec3biz) to locate qualified business concerns. (Attach copy of list)

- ☐ Contacted local agency administering a *Section 3 Program* to locate qualified business concerns. (List agency name) \_\_\_\_\_

List other anticipated outreach efforts below:

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## 2018 RESIDENT CERTIFICATION

*(Section 3 of the Housing & Urban Development Act of 1968, as amended)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**I hereby certify that I am** (Check the applicable statement below)

- ☐ A *Public Housing* resident (Specify the Name of the Public Housing site): \_\_\_\_\_
- ☐ A low-income resident of the metropolitan area of *Los Angeles/Orange County*, based on the following:

Check **Family Size** and the gross annual **Income** from all sources below;

### FAMILY SIZE

- |                            |   |   |  |  |
|----------------------------|---|---|--|--|
| 1 <input type="checkbox"/> | \$20,350 or less <input type="checkbox"/> | \$20,351 to \$33,950 <input type="checkbox"/> | \$33,951 to \$54,250 <input type="checkbox"/>  | \$54,251 or more <input type="checkbox"/>  |
| 2 <input type="checkbox"/> | \$23,250 or less <input type="checkbox"/> | \$23,251 to \$38,800 <input type="checkbox"/> | \$38,801 to \$62,000 <input type="checkbox"/>  | \$62,001 or more <input type="checkbox"/>  |
| 3 <input type="checkbox"/> | \$26,150 or less <input type="checkbox"/> | \$26,151 to \$43,650 <input type="checkbox"/> | \$43,651 to \$69,750 <input type="checkbox"/>  | \$69,751 or more <input type="checkbox"/>  |
| 4 <input type="checkbox"/> | \$29,050 or less <input type="checkbox"/> | \$29,051 to \$48,450 <input type="checkbox"/> | \$48,451 to \$77,500 <input type="checkbox"/>  | \$77,501 or more <input type="checkbox"/>  |
| 5 <input type="checkbox"/> | \$31,400 or less <input type="checkbox"/> | \$31,401 to \$52,350 <input type="checkbox"/> | \$52,351 to \$83,700 <input type="checkbox"/>  | \$83,701 or more <input type="checkbox"/>  |
| 6 <input type="checkbox"/> | \$33,740 or less <input type="checkbox"/> | \$33,741 to \$56,250 <input type="checkbox"/> | \$56,251 to \$89,900 <input type="checkbox"/>  | \$89,901 or more <input type="checkbox"/>  |
| 7 <input type="checkbox"/> | \$38,060 or less <input type="checkbox"/> | \$38,061 to \$60,100 <input type="checkbox"/> | \$60,101 to \$96,100 <input type="checkbox"/>  | \$96,101 or more <input type="checkbox"/>  |
| 8 <input type="checkbox"/> | \$42,380 or less <input type="checkbox"/> | \$42,381 to \$64,000 <input type="checkbox"/> | \$64,001 to \$102,300 <input type="checkbox"/> | \$102,301 or more <input type="checkbox"/> |

### INCOME LIMITS

- ☐ Not a public housing or low-income resident of the metropolitan area of *Los Angeles/Orange County*.

Certified by signature below, under penalty of perjury under the laws of the State of California; that the foregoing is true and correct.

\_\_\_\_\_  
*Print Full Name* *Signature* *Date*

### THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENT

The above-named person is: ☐ an applicant ☐ a permanent full-time ☐ a new-hire employee / Date of hire: \_\_\_\_\_ ☐ N/A

This person's Work Classification is: \_\_\_\_\_

\_\_\_\_\_  
*Business Name* *Print Name of Owner/Agent* *Signature of Owner/Agent* *Date*

### THIS SECTION MUST BE COMPLETED BY THE LOCAL CONTRACTING AGENCY (LCA)

_____ <i>Name of LCA</i>		_____ <i>Project Name</i>		_____ <i>Project Number</i>
Income Level: <input type="checkbox"/> Extremely Low <input type="checkbox"/> Very Low <input type="checkbox"/> Low <input type="checkbox"/> Over the qualifying income limit				
<input type="checkbox"/> Not income qualified for the following reason(s): _____				
Preference Category: <input type="checkbox"/> Targeted Service Area – Provide Census Tract _____ and Block Group _____				
<input type="checkbox"/> Youth Build Program <input type="checkbox"/> McKinney Homeless Program <input type="checkbox"/> Other qualified Program: _____				
_____ <i>Print Name of Section 3 Coordinator</i>		_____ <i>Signature</i>		_____ <i>Date</i>

### SECTION 3 BUSINESS CERTIFICATION

☐ Contractor ☐ Subcontractor Business Name: \_\_\_\_\_ ☐ Bid or ☐ Contract Amount: \_\_\_\_\_

Business Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Print Name of Owner or Authorized Agent \_\_\_\_\_ Signature Owner or Authorized Agent \_\_\_\_\_ ☐ Telephone ☐ Cell Phone Contact \_\_\_\_\_ Date \_\_\_\_\_

The above mentioned business concern certifies that they are a *Section 3*-qualified business based on the following:

- ☐ **51% of this business is owned by income-qualified resident(s)**  
A completed *Resident Certification* form for each owner must be attached to and submitted with this form.  
Total number of owners \_\_\_\_\_, Number of income-qualified owners \_\_\_\_\_
- ☐ **30% or more, permanent, full-time employees are income-qualified residents**  
A completed *Resident Certification* form for each employee must be attached to and submitted with this form.  
Total number of all full-time employees \_\_\_\_\_, Number of income-qualified employees \_\_\_\_\_
- ☐ **25% of all subcontracting dollars awarded to *Section 3* qualified business concerns**  
Submit a completed *Section 3 Business Certification* form with *Resident Certification* forms attached for each business.  
Estimated total subcontracting dollars: \$ \_\_\_\_\_

SECTION 3 qualified BUSINESS NAME	Type of Contract	Subcontract Amount
_____	<input type="checkbox"/> Construction	
_____	<input type="checkbox"/> Non-Construction	\$ _____
_____	<input type="checkbox"/> Construction	
_____	<input type="checkbox"/> Non-Construction	\$ _____
_____	<input type="checkbox"/> Construction	
_____	<input type="checkbox"/> Non-Construction	\$ _____
	TOTAL	\$ _____

\_\_\_\_\_ Name of Owner/Principal \_\_\_\_\_ Signature of Owner/Principal \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

#### SECTION 3 BUSINESS CONCERN DETERMINATION

TO BE COMPLETED BY THE LOCAL CONTRACTING AGENCY

Based on the documentation submitted for our review, we have determined that this business concern ☐ is or ☐ is not a qualified business concern and ☐ does ☐ does not qualify for a bid preference for the federally-funded construction project identified below.

COBG Project Number \_\_\_\_\_ Project Name \_\_\_\_\_ Project Location \_\_\_\_\_

Comments: \_\_\_\_\_

Local Contracting Agency \_\_\_\_\_

Section 3 Coordinator \_\_\_\_\_

Date of Determination \_\_\_\_\_



# FEDERAL LOBBYIST CERTIFICATION

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (     ) \_\_\_\_\_

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

## County Lobbyist Certification

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

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Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the County of Los Angeles, to the Community Development Commission, County of Los Angeles, and to the City of \_\_\_\_\_, as the local contracting agency (LCA);

- 1) It is understood that each person, entity, or firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person, entity, or firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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This certification is material representation of facts upon which reliance was placed when this transaction was made or entered into.

Authorized Official:

\_\_\_\_\_  
(Print Name of Contractor's Authorized Representative)

\_\_\_\_\_  
(Signature of Contractor's Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**

TO:

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(Name of Labor Union, Workers Representative, etc.)

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(Address)Name of Business (Contractor): 

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Project Name: 

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 Project Number: 

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The Undersigned currently holds a contract with 

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 involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

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(Print Name)By: 

---

(Signature)

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(Date)

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(Title)

### SECTION 3 CLAUSE

1. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).
  - a. The to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this contract agree to comply with HUD'S regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
  - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
  - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

### DEFINITION OF SECTION 3 TERMS

1. Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and Community development assistance does not include financial assistance provided through a contract of insurance or guaranty.
2. Housing development means low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.
3. HUD Youthbuild programs mean programs that receive assistance under Subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992, and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
4. JTPA means the Job Training Partnership Act.
5. Metropolitan area means a metropolitan statistical area, as established by the Office of Management and Budget.
6. Neighborhood area means:
  - a. For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.
  - b. For HUD community development programs, a neighborhood is defined as:
    - (1) A geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation;
    - (2) The entire jurisdiction of a unit of general local government which is under 25,000 population; or

- (3) A neighborhood, village, or similar geographical designation in a New Community (which term means a new community project approved by the United States Secretary of Housing and Urban Development under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968).
7. New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.
  8. Nonmetropolitan county means any county outside of metropolitan area.
  9. Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, public housing authority, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.
  10. Section 3 business concern means a business concern:
    - a. That is 51 percent or more owned by Section 3 residents; or
    - b. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
    - c. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 10a and 10b in this definition of Section 3 business concern.
  11. Section 3 covered assistance means:
    - a. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act.
    - b. Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;

- c. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
  - d. Assistance provided under any HUD housing or community development program that is expanded for work arising connection with:
    - (1) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
    - (2) Housing construction; or
    - (3) Other public construction project (which includes other buildings or improvements, regardless of ownership).
- 12 Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System. "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.
- 13 Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
- 14 Section 3 resident means:
- a. A public housing resident; or
  - b. An individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended, and who is:
    - (1) A low-income person, as this term is defined in Section 3 (b) (2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or

- (2) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.
15. Service area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the Section 3 covered assistance is expended.

### SECTION 3 CONTRACT PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT ASSISTANCE

Special Provisions. Bidders to a Section 3 covered contract shall pay particular attention to the following requirements and conditions in the special provisions.

1. Policy. The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects:

- a. Housing rehabilitation (including reduction and abatement or lead-based paint hazards, but excluding routine maintenance, repair and replacement);
- b. Housing construction; and
- c. Other public construction.

2. Section 3 Obligation. Each recipient of Section 3 covered assistance in excess of \$200,00 is responsible for complying with Section 3 requirements in its own operations. Each recipient is also responsible for ensuring Section 3 compliance by its contractors and subcontractors of the amount of Section 3 covered assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

3. Section 3 Goals. The recipient of Section 3 covered assistance in excess of \$200,000 and its contractors and subcontractors who have a contract in excess of \$100,000 shall, to the greatest extent feasible, meet the following goals.

- a. Training and Employment Goal: Employ Section 3 residents as a percentage of the aggregate new hires as indicated below:

(1) Thirty percent in FY 1997 and continuing thereafter.

b. Contracts Goal: Award Section 3 Business concerns:

- (1) At least ten percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
- (2) At least three percent of the total dollar amount of all other Section 3 covered contracts.

4. Preferences.

a. In housing and community development programs, preferences for Section 3 residents in training and employment opportunities shall be given, where feasible, in the following priority to:

- (1) Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents);
- (2) Participant in HUD Youthbuild programs (category 2 residents);
- (3) Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act, homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority.
- (4) Other Section 3 residents.

b. In housing and community development programs, preferences for Section 3 business concerns in contracting opportunities shall be given, where feasible, in the following priority to:

- (1) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses);
- (2) Applicants selected to carry out HUD Youthbuild programs (category 2 businesses);
- (3) Other Section 3 business concerns.

5. Bidder's Efforts to Comply with Section 3 Requirements.

a. Examples of the bidder's efforts to offer training

and employment opportunities to Section 3 residents.

- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 and category 2 persons reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For housing authorities, post such advertising in the housing development or developments where category 1 category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- (6) Contacting resident councils, resident management organizations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring ( scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a housing authority or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.

- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the authority's or contractor's training and employment positions.
- (12) Consulting with State and County local agencies administering training programs funded through JTPA or Joblinks, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the housing authority's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns), that will undertake, on behalf of the housing authority, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the housing authority or contractor intends to fill.
- (15) For a housing authority, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of

employment is referred to as "force account labor" in HUD'S Indian housing regulations.)

- (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contracting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meeting at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

- (15) Developing a list of eligible Section 3 business concerns.
- (16) For housing authorities, participating in the "contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.
- (17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

related programs in association with local educational institutions.

- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

b. Examples of the bidder's efforts to award contracts to Section 3 business concerns.

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans.
- (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.

- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development owned and managed by the housing authority.
  - (5) For housing authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
  - (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This
  - (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
  - (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration, the Department of Commerce and comparable agencies at the State and local levels.
  - (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
  - (21) Actively supporting joint ventures with Section 3 business concerns.
  - (22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.
6. Submission of Evidence of Section 3 Responsiveness. The bidder's attention is directed to the requirement for submittal of one or more of the following with the bid proposal when a bid exceeds \$100,000. Failure to submit evidence of Section 3 responsiveness within 24 hours of bid opening will be grounds for finding the bidder nonresponsive to this Invitation for Bids.
- a. Section 3 Business Certification Form: If a bidder claims qualification as a Section 3 business concern, the bidder shall submit a Section 3 Business Certification Form.

- b. Section 3 Business Certification Form: If Section 3 qualification is based on its subcontracting activity, the bidder shall submit a Section 3 Business Certification Form for each Section 3 business concern which will be utilized on the contract.
- c. Section 3 Resident Certification Form: If a bidder claims qualifications as a Section 3 business concern and employs and trains Section 3 residents, the bidder shall submit a Section 3 Resident Certification Form for each Section 3 Resident currently employed.
- d. Section e Economic Opportunity Plan: If a bidder seeks to comply with Section 3 requirements by meeting goals for training, employment and subcontracting, the bidder's commitment shall be reported in a Section 3 Economic Opportunity Plan and submitted with the bid proposal.
- e. Any other information evidencing the bidder's commitment to Section 3 goals for training, employment and subcontracting that satisfies the intent of 24 CFR Part 135, as determined by the contract awarding agency.

7. Section 3 Contract Award.

- a. This is a HUD Section 3 contract and all bidders must address the Section 3 employment and contracting goals to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a nonresponsive bidder to this Invitation for Bids. Primary consideration will be given to award a Section 3 contract to a concern, provided that the bid amount is "reasonable," as defined in the following paragraph. If the bid of the responsive, responsible, and qualified Section 3 business concern with the lowest bid is not "reasonable," the contract awarding agency shall award the contract to the lowest Section 3 responsive bid of any responsive, responsible bidder. A Section 3 responsive bidder is one who qualifies as a Section 3 business concern or one who makes a commitment to meet the employment goal for Section 3 resident(s) and/or meet the contracting goals for Section 3 business firm(s).
- b. In awarding a Section 3 contract, preference will be shown to a Section 3 business concern who is a qualified bidder, provided that the bid amount is "reasonable." A "reasonable" bid is a bid that is not more than "X" higher than the lowest responsive bid received from any responsible bidder. If the lowest bid of a qualified Section 3 business concern is not "reasonable," as defined herein, the contract shall be awarded to the lowest responsive bid from any responsible bidder. (This requirement applies to contracts which exceed \$100,000.)
- c. "X" is determined as follows:

- (1) When the lowest responsive bid is less than \$100, 000, "X" is the lesser of 10% of that bid or \$9,000;
  - (2) When the lowest responsive bid is at least \$100, 000, but less than \$200, 000, "X" is the lesser of 9% of that bid or \$16,000;
  - (3) When the lowest responsive bid is at least \$200, 000, but less than \$300, 000, "X" is the lesser of 6% of that bid or \$21,000;
  - (4) When the lowest responsive bid is at least \$300, 000, but less than \$400, 000, "X" is the lesser of 7% of that bid or \$24,000;
  - (5) When the lowest responsive bid is at least \$400, 000, but less than \$500, 000, "X" is the lesser of 6% of that bid or \$25,000;
  - (6) When the lowest responsive bid is at least \$500, 000, but less than \$1 million, "X" is the lesser of 5% of that bid or \$40,000;
  - (7) When the lowest responsive bid is at least \$1 million, but less than \$2 million, "X" is the lesser or 4% of that bid or \$60,000;
  - (8) When the lowest responsive bid is at least \$2 million, but less than \$4 million, "X" is the lesser or 3% of that bid or \$80,000;
  - (9) When the lowest responsive bid is at least \$4 million, but less than \$7 million, "X" is the lesser or 2% of that bid or \$105, 000; and
  - (10) When the lowest responsible bid is \$7 million or more, "X" is 1.5% of the lowest responsive bid, with no dollar limit.
8. Section 3 Complaint Procedures. A complaint may be filed by Section 3 residents, Section 3 business concerns, or parties alleging noncompliance with the Section 3 regulations by the recipient or contractor. Complaints are reviewed and investigated by the Assistant Secretary for Fair Housing and Equal Opportunity and, where appropriate, voluntary resolutions are sought. Those complaints that are not resolved voluntarily may result in an administrative hearing. A complaint alleging a violation of Section 3 requirements shall be processed as follows.
- a. A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, Washington, D.C., 20410.

- b. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.
- c. Each complaint must be in writing, signed by the complainant, and include:
  - (1) The complainant's name and address;
  - (2) The name and address of the respondent; and
  - (3) Description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

d. A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and sent the form to the complainant for signature.

9. Recordkeeping:

- a. The contractor/subcontractor who meets the Section 3 threshold requirement shall maintain all records, reports, and other documents demonstrating its efforts to achieve the Section 3 goals for training and employment and for contracts. This includes the contractor's subcontracting activities to achieve Section 3 goals. Such records shall identify the name and business address of each Section 3 subcontractor or vendor and the total dollar amount actually paid each Section 3 subcontractor or vendor with supporting documents.
- b. Upon completion of the contract, the contractor/subcontractor who meets the Section 3 threshold requirement shall prepare a Section 3 Compliance Report and submit it to the contract awarding agency. Where the term of a contract extends beyond a fiscal year, the contractor/subcontractor shall submit a Section 3 Compliance Report to report Section 3 accomplishments during each fiscal year to the contract awarding agency.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/  
AFFIRMATIVE ACTION REQUIREMENTS

I. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. the contractor will include the provisions of paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a

geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated starting and completion dates of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS  
(Executive Order 11246)

a. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this

Contract resulted;

- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) "Minority" includes:
  - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 6D-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and

timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- (1) ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
  - (4) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.
- (6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- i. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- in. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring, of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
- p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas.

The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
- b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Program, United States Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
- d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
- e. For contracts in excess of \$10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraph 1 through 3, above, in the subcontract.

5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964,

no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. THE AGE DISCRIMINATION ACT OF 1975: OF 1975: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
8. REHABILITATION ACT OF 1973: No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 4(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (f) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the rates and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347.html> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract;

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(i)(b);

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code;

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

Previous editions are obsolete

Form HUD-4910 (06/2009)  
ref. Handbook 1344.1

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 50.

**6. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontract the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic in whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# AGENCY REPORT OF CONTRACT AWARD

(2015)

TO: Contract Compliance Officer, Grants Management Unit  
Community Development Commission, County of Los Angeles

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

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_

Agency's Primary Contact Person \_\_\_\_\_

Name of the Local Contracting Agency (LCA) \_\_\_\_\_

LCA – Labor Standards Officer's Name \_\_\_\_\_

LSO Initials \_\_\_\_\_

1. This Agency reports the date for ☐ formal bid opening, or ☐ informal solicitation for this construction contract was: \_\_\_\_\_
2. This ☐ Contract ☐ Subcontract was awarded to the contractor identified below on \_\_\_\_\_ (Date)  
The contract amount for the construction activity to be performed by this Contractor, as detailed below, is: \$ \_\_\_\_\_

## IDENTIFY THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACTOR

Estimated Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

## IDENTIFY THE TRADES TO BE USED BY THIS CONTRACTOR AT THE CONSTRUCTION SITE

Estimated Workforce: \_\_\_\_\_

☐ Asbestos Worker  
☐ Bricklayer  
☐ Carpenter  
☐ Cement Mason  
☐ Electrician

☐ Equipment Operator  
☐ Glazier  
☐ Ironworker  
☐ Laborer  
☐ Labor/Striper

Group \_\_\_\_\_

Group \_\_\_\_\_

Group \_\_\_\_\_

☐ Lather  
☐ Marble setter  
☐ Painter  
☐ Plasterer  
☐ Plumber

☐ Roofer  
☐ Sheet metal worker  
☐ Terrazzo Worker  
☐ Tile layer

(other) \_\_\_\_\_

3. This is a Section 3 qualified contract and a Section 3 Pre-Bid Meeting was held on \_\_\_\_\_ (Date) ☐ N/A  
A copy of the completed Section 3 Bid Evaluation form was provided to the CDC on \_\_\_\_\_ (Date) ☐ N/A
4. The LCA verified this Contractor's Eligibility prior to contract award and documented the project file with search results from:  
The List of Parties Excluded from federal contract award internet website (<https://www.sam.gov>) on \_\_\_\_\_ (Date)  
The California Contractors State Licensing Board (CSLB) internet website (<http://www.cslb.ca.gov>) on \_\_\_\_\_ (Date)  
The California Department of Industrial Relations (DIR) internet website (<https://efiling.dir.ca.gov>) on \_\_\_\_\_ (Date)
5. The Contractor(s) acknowledge, by signature below, that: "This construction project is funded in whole or in part with Federal funds."
6. A copy of the Federal Labor Standards Provisions (HUD-4010 form), is attached to the contractor's copy of this form.
7. A copy of the applicable Federal Wage Decision (identified below) is attached to the contractor's copy of this form,  
Federal Wage Decision Number: CA \_\_\_\_\_ Mod. \_\_\_\_\_ DATED \_\_\_\_\_ (<http://www.wdol.gov/>).
8. The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week
9. The LCA sent a Notice of Contract Award letter to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on \_\_\_\_\_ (Date) ☐ N/A

☐ PRINT – ☐ Prime Contractor ☐ Subcontractor Company Name

☐ PRINT – ☐ Prime ☐ Sub ☐ Lower-tier Contractor Company Name

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

☐ Black American  
☐ White American  
☐ Hispanic American  
☐ Women Owned Business  
☐ Minority Owned Business  
☐ Section 3 Qualified Business  
☐ Native American  
☐ Hasidic Jews  
☐ Asian/Pacific American

☐ Black American  
☐ White American  
☐ Hispanic American  
☐ Women Owned Business  
☐ Minority Owned Business  
☐ Section 3 Qualified Business  
☐ Native American  
☐ Hasidic Jews  
☐ Asian/Pacific American

## **GUIDELINES FOR COMPLETING THE AGENCY REPORT OF CONTRACT AWARD FORM**

The *Agency Report of Contract Award (ARCA)* form is designed to protect the interest of all parties concerned and should be completed at the pre-construction conference. Send a copy of the completed form(s) to the GMU Contract Compliance Officer via email. The ARCA will be processed as follows:

- **Local Contracting Agency (LCA) must;**
    - ◻ Enter the basic project information on the form.
    - ◻ Enter the dollar amount of the Prime Contract
    - ◻ Explain the prevailing wage requirements as outlined in the specifications.
    - ◻ Do not sign the form until it is returned, completed by the prime sub, or lower-tier contractor.
    - ◻ Collect form from the contractor and review for accuracy.
    - ◻ Initial and email completed form(s) to the GMU Contract Compliance Officer.
  - **Prime Contractor must;**
    - ◻ Provide an estimated start and end date, and a summary the Scope of Work.
    - ◻ Identify the basic trades and number of workers to be used on site.
    - ◻ Complete lower left section – business address and EEO portion, and
    - ◻ Sign and return the form to the LCA.
    - ◻ **Subcontractor form**, provide the dollar amount of each subcontract
      - Ensure subcontractor has a copy of the *HUD-4010* form & *Federal Wage Decision*
      - Collect form from the sub-contractor and review it for accuracy
      - Sign and forward the form to the LCA
  - **Sub and Lower-tier contractor must;**
    - ◻ Provide an estimated start and end date, and a summary the Scope of Work.
    - ◻ Identify the basic trades and number of workers to be used on site.
    - ◻ Complete lower right section – business address and EEO portion, and
    - ◻ Sign and return the form to the Prime Contractor.
1. **Date of formal Bid Opening or Informal Solicitation Date:** LCA identifies the date of formal bid opening was held. For an informal solicitation, the date that the contractor signed a construction contract with the LCA.
  2. **Contract Award Date:**
    - Prime Contracts**, the date an agreement was signed with the LCA.
    - Subcontracts**, the date an agreement was signed with the prime contractor.
    - Lower-tier contracts**, the date an agreement was signed with the subcontractor.
  3. **Section 3 Qualified Contracts:** The agency's LSO or *Section 3 Coordinator* will conduct a presentation at the *Section 3 Pre-Bid Meeting*. This meeting must be held by the LCA to inform prospective bidders of hiring and employment requirements and the bid preference opportunity allowed by the Section 3 requirements. Also, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide CDC with a copy of their evaluation.
  4. **Contractor Eligibility:** Prior to awarding any contract or subcontract the LCA must ensure that each contractor is eligible to receive a federally-funded construction contract. Ensuring that each contractor's license is current and active is part of the LCA bid evaluation process and the eligibility check includes:
    1. Obtaining the state license number of each bidder and proposed sub-contractor
    2. Contact the CA Contractor State License Board at (800) 321-2752 or on-line at <http://www.cslb.ca.gov>
    3. Enter the contractor's license number and click on "Check License"
    4. The License Detail page will display: Business Information, License Status, Personnel List, etc.
    5. Print a copy of this page to assist in completing the contractor's eligibility verification.
    6. Access the CA Department of Industrial Relations website (<https://efiling.dir.ca.gov/PWCR/Search.action>)
    7. Access the Federal List of Excluded Parties on-line at <https://www.sam.gov/>
    8. Enter the business name and all personnel as they appear on the license search
    9. The results of your search will be displayed, print a copy and place it in the project *Labor Standards Enforcement File*
  5. **Contractor Acknowledgement:** acknowledges that the project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative, in accordance with the *Federal Labor Standards Provisions*.
  6. **Federal Labor Standards Provisions:** A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.
  7. **Federal Wage Decision:** A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each sub and lower-tier contractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.
  8. **Contractor's Acknowledgement:** Federal prevailing wage and fringe benefits rates must be paid to workers each week.
  9. **Notice of Contract Award:** For all contracts awarded in the amount of \$10,000 or more, the LCA must ensure that a "Notice of Contract Award" letter is sent to the Office of Federal Contract Compliance Programs (*OFCCP*) at the address below and a copy of the signed letter must be placed in the project file.

U.S. Department of Labor, Office of Federal Contract Compliance Programs  
1640 South Sepulveda Boulevard, Suite 440  
Los Angeles, CA 90024

## Federal Contract Clause and Provision Summary

*(September 2016)*

### **Contracts in the amount of \$2,000** but less than \$10,000 – include the following:

- 1** Federal Labor Standards Provisions (HUD-4010 form)
- 2** Davis-Bacon and Related Acts (DBRA)
- 3** Prevailing Wage Statement
- 4** Conflict of Interest Statement

### **Contracts in the amount of \$10,000** but less than \$100,000, include the above and the following:

- 5** Equal Employment Opportunity Clause
- 6** Equal Employment Specifications
- 7** Specific Equal Employment Opportunity Requirements
- 8** Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
- 9** Contracting with Small Business Minority Firms and Women's Business Enterprise
- 10** Civil Rights Act of 1964 (as amended)
- 11** Section 503 of Rehabilitation Act of 1973 (as amended)
- 12** Section 109 of the Housing and Community Development Act of 1974 (as amended)
- 13** Vietnam Era Veterans' Readjustment Assistance Act of 1974 (as amended)
- 14** Age Discrimination Act of 1975 (as amended)

### **Contracts in the amount of \$100,000** or more, include all of the above and the following:

- 15** Section 3 Clause – Housing and Urban Development Act of 1968 (as amended)
- 16** Section 3 Statement
- 17** Clean Air and Water Acts (as amended)

1. **FEDERAL LABOR STANDARDS PROVISIONS.** The *Federal Labor Standards Provisions (HUD-4010 form)* is included at the end of the provision summary. Keep in mind that the form may be updated from time to time and the most current form must be used. The provision outlines the federal prevailing wage requirements, including a reference to the *Copeland Act* which requires all contractors and subcontractors to submit weekly payroll reports and advises contractors that it is a criminal offense for any person to persuade any other person employed on a federally funded project into giving up any part of their salary to which they are entitled under their contract of employment. The form also included reference to the *Contract Work Hours and Safety Standards Act (CWHSSA)*. CWHSSA applies to contracts in excess of \$100,000 and covers laborers and mechanics, including guards and watchmen, who must be paid at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. Finally the form further outlines the prevailing wage requirements, payroll reporting requirements, apprentice requirements, contract termination, and debarment sanctions pertaining to Federally-assisted construction projects.
2. **DAVIS-BACON AND RELATED ACTS (DBRA).** The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.
3. **PREVAILING WAGE STATEMENT:** *"This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced." The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening date and can be found on-line at <http://www.wdol.gov>. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail."*
4. **CONFLICT OF INTEREST STATEMENT.** *No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Refer to: 24 CFR 85.36 **Non-Profit Organizations** – 24 CFR 84.4, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply.*

5. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 6. EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246).

- a. As used in these specifications:
- (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
  - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
  - (4) Minority includes:
    - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
    - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
  - (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
  - (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
  - (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
  - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
  - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).
- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

**7. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
- b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
- d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
- e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
- f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

## 8. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

9. **CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**
- a. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
    - 1. Including qualified Small Business and Minority Firms on solicitation lists.
    - 2. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
    - 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
    - 4. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
    - 5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
    - 6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
  - b. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
  - c. Grantees are encouraged to procure goods and services from Labor Surplus Areas.
10. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **SECTION 503 OF THE REHABILITATION ACT OF 1973.** Any contract in excess of \$10,000 entered into by any Federal department or agency for the procurement of personal property and non-personal services (including construction) for the United States shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified individuals with disabilities. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.
12. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
13. **VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974,** as amended. Covered contracts entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States.
14. **AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
15. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968** (12 U.S.C. 170u) (as amended), requires Local Contracting Agencies performing housing rehabilitation, housing construction, or other public construction projects funded in whole or in part with federal funds provided by the U.S. Department of Housing and Urban

Development (HUD), to generate hiring, training, and other economic opportunities and, to the greatest extent feasible, preference be given to low and very low-income persons receiving government assistance for housing, and to business providing economic opportunities for these person.

### Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

16. **SECTION 3 STATEMENT:** *This is a HUD Section 3 covered construction contract. First bid preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second bid preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a completed Economic Opportunity Plan. A Section 3 Pre-Bid Meeting will be held at \_\_\_\_\_ (Time) on \_\_\_\_\_ (Month & Day), 20\_\_ (Year), at \_\_\_\_\_ (Street Address), to discuss the Section 3 bid preference and hiring goals.*

17. **CLEAN AIR AND WATER ACTS.** Contractors with Federally-assisted construction contracts of \$100,000 or more must comply, and ensure all sub-contractors comply, with the requirements regulated by the Environmental Protection Agency. During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

<b>PREVAILING WAGES</b>	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
<b>OVERTIME</b>	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
<b>ENFORCEMENT</b>	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
<b>APPRENTICES</b>	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
<b>PROPER PAY</b>	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:  
**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

**SALARIOS  
PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

**SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

**CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

**APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

**PAGO  
APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:  
**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# Equal Employment Opportunity is

## THE LAW

### Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

### **VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C., 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

### **RETALIATION**

Retaliation is prohibited against a person who files a charge of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

### Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy and sexual harassment) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men

performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

### **RETALIATION**

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

### Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, SEX, NATIONAL ORIGIN**

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section, 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

# LA IGUALDAD DE OPORTUNIDADES DE EMPLEO

## ES LA LEY

### Empleadores que tienen contratos o subcontratos con el Gobierno Federal

Los empleados o postulantes a empleos de compañías que tienen contratos o subcontratos del gobierno federal gozan de la protección otorgada por las siguientes instituciones federales:

### **RAZA, COLOR, RELIGIÓN, SEXO, NACIONALIDAD**

El Decreto 11246 (Executive Order 11246), con sus modificaciones, prohíbe la discriminación laboral en razón de raza, color de piel, religión, sexo o nacionalidad, y requiere la acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos laborales.

### **PERSONAS CON DISCAPACIDADES**

El Artículo 503 de la Ley de Rehabilitación de 1973 (The Rehabilitation Act of 1973), con sus modificaciones, prohíbe la discriminación laboral por discapacidad y requiere la acción afirmativa de emplear y avanzar en el empleo de personas discapacitadas idóneas que, mediante una adaptación razonable, puedan llevar a cabo las funciones esenciales de un trabajo.

### **VETERANOS DE VIETNAM CON DISCAPACIDADES ESPECIALES, RECIENTEMENTE RETIRADOS Y OTROS VETERANOS BAJO PROTECCIÓN**

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam de 1974 (The Vietnam Era Veterans' Readjustment Assistance Act of 1974), y sus modificaciones, 38 U.S.C., 4212, prohíbe toda discriminación laboral y requiere la acción afirmativa de emplear y avanzar en el empleo de veteranos de Vietnam idóneos, veteranos idóneos con discapacidades especiales, veteranos recientemente retirados y otros veteranos bajo protección. Un veterano recientemente retirado es todo veterano durante el período de tres años a partir de la fecha en que fue dado de baja o dejó el servicio activo en el Ejército, la Marina o la Fuerza Aérea de los EE. UU.

### **REPRESALIA**

Queda prohibida toda represalia contra una persona que presenta un cargo de discriminación, participa en un procedimiento del Programa OFCCP o, de alguna otra manera, se opone a la discriminación de conformidad con las leyes federales.

Toda persona que cree que un contratista ha violado sus obligaciones de no discriminación o acción afirmativa, según las fuentes anteriores, debe ponerse en contacto de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (The Office of Federal Contract Compliance Programs-OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 o llamar a una oficina de la OFCCP regional o de distrito consignada en la mayor parte de los directorios telefónicos en U.S. Government, Department of Labor (Gobierno de los EE.UU., Departamento de Trabajo). Para personas con discapacidad auditiva, el número TTY de la OFCCP es (202) 693-1337.

### Empleo privado, gobiernos estatales y locales, instituciones educativas, agencias de empleo y organizaciones laborales

Los empleados y postulantes a empleos de la mayor parte de los empleadores privados, gobiernos estatales y locales, instituciones educativas, agencias de empleo y organizaciones laborales gozan de la protección otorgada por las siguientes leyes federales:

### **RAZA, COLOR, RELIGIÓN, SEXO, NACIONALIDAD**

La Ley de Derechos Civiles de 1964, Título VII (The Civil Rights Act of 1964), y sus modificaciones, prohíbe toda discriminación en relación con la contratación, ascenso, despido, remuneración, compensaciones adicionales, capacitación, clasificación, referencias, y otros aspectos laborales, en razón de la raza, el color de la piel, la religión, el sexo (incluidos embarazo y acoso sexual) o la nacionalidad. Por discriminación religiosa se entiende, entre otros, la falta de adaptación razonable para las prácticas religiosas de un empleado siempre que la adaptación no provoque una dificultad económica excesiva.

### **DISCAPACIDAD**

La ley de Estadounidenses con Discapacidades de 1990 (The Americans with Disabilities Act of 1990-ADA), Títulos I y V, con sus modificaciones, protege a empleados y postulantes idóneos con discapacidades contra la discriminación en relación con la contratación, ascenso, despido, remuneración, capacitación, beneficios adicionales, clasificación, referencias y otros aspectos laborales en razón de la discapacidad.

La ley también requiere que las entidades contempladas provean las adaptaciones razonables que necesiten los empleados y postulantes con discapacidades, a menos que esas adaptaciones causen una dificultad económica excesiva al empleador.

### **EDAD**

La Ley de Discriminación Laboral por Edad de 1967 (The Age Discrimination in Employment Act of 1967), con sus modificaciones, protege a los empleados y postulantes de 40 años o más contra la discriminación por edad en relación con la contratación, ascenso, despido, compensaciones, condiciones o privilegios laborales.

### **SEXO (SALARIOS)**

Además de la discriminación sexual prohibida por la Ley de Derechos Civiles de 1964, Título VII, y sus modificaciones, la Ley de Igualdad en las

Remuneraciones de 1963, con sus modificaciones, prohíbe la discriminación sexual en el pago de salarios a mujeres y hombres que básicamente realicen igual trabajo, en empleos que requieren igual capacidad, esfuerzo y responsabilidad, en condiciones laborales similares y en el mismo establecimiento.

### **REPRESALIA**

Queda prohibida toda represalia contra una persona que presenta un cargo de discriminación, participa en un procedimiento de contra la discriminación o, de alguna otra manera, se opone a la discriminación de conformidad con las leyes federales.

Si cree que ha sufrido alguna discriminación, de conformidad con algunas de las leyes anteriores, y para garantizar que cumple con los estrictos cronogramas procesales a fin de preservar la capacidad de la EEOC para investigar su queja y para proteger su derecho a iniciar una demanda privada, debe ponerse en contacto de inmediato con:

La Comisión Federal de Igualdad de Oportunidades de Empleo de los EE.UU. (The US Equal Employment Opportunity Commission-EEOC), Washington, DC 20507 ó con una oficina de la EEOC telefónicamente a la línea gratuita (1-800) 669-4000. Para las personas con discapacidad auditiva, la línea gratuita TTY de la EEOC es 1-800 669-6820.

### Programas o actividades que reciben apoyo financiero federal

### **RAZA, COLOR, SEXO, NACIONALIDAD**

Además del Título VII de la Ley de Derechos Civiles de 1964, con sus modificaciones, el Título VI de la misma ley prohíbe la discriminación por raza, color de piel o nacionalidad en programas y actividades que reciben apoyo financiero federal. La discriminación laboral está contemplada en el Título VI si el objetivo principal del apoyo financiero es la provisión de empleo, o siempre que la discriminación laboral cause, o pueda causar, discriminación en la provisión de servicios en el marco de esos programas.

El Título IX de las Modificaciones de 1972 a la Ley de Educación (Education Amendments of 1972) prohíbe la discriminación laboral en razón de sexo en los programas o actividades educativas que reciben apoyo federal.

### **PERSONAS CON DISCAPACIDADES**

El Artículo 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en todo programa o actividad que recibe apoyo financiero federal en el gobierno federal y las agencias públicas o privadas. Queda prohibida la discriminación en todos los aspectos laborales contra personas con discapacidades que puedan realizar las tareas esenciales relacionadas con ese puesto, sin perjuicio de que resulte o no necesario efectuar una adaptación razonable.

Si cree que ha sufrido discriminación en relación con un programa de cualquier institución que reciba apoyo federal, debe contactarse de inmediato con la agencia federal que brinda ese apoyo.

# “EEO is the Law” Poster Supplement

## Employers Holding Federal Contracts or Subcontracts Section Revisions

*The Executive Order 11246 section is revised as follows:*

### **RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits employment discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **PAY SECRECY**

Executive Order 11246, as amended, protects applicants and employees from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

*The Individuals with Disabilities section is revised as follows:*

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

*The Vietnam Era, Special Disabled Veterans section is revised as follows:*

### **PROTECTED VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

*Mandatory Supplement to EEOC P/E-1(Revised 11/09) “EEO is the Law” Poster.*

If you believe that you have experienced discrimination contact OFCCP: 1-800-397-6251 | TTY 1-877-889-5627 | [www.dol.gov](http://www.dol.gov).



(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>						ADDRESS							OMB No.: 1235-0008 Expires: 04/30/2021						
										PROJECT AND LOCATION						PROJECT OR CONTRACT NO.			
FOR WEEK ENDING																			
(1)  NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2)  NO OF WITHHOLDING EXEMPTIONS	(3)  WORK CLASSIFICATION	(4) DAY AND DATE	OT OR ST.	(5)	(6)	(7)	(8) DEDUCTIONS					(9)  NET WAGES PAID FOR WEEK						
								TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX		OTHER	TOTAL DEDUCTIONS				
	O						/												
	S						/												
	O						/												
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (29 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(iii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Washington, D.C. 20210

(over)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_ (Building or Work); that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

# United States Department of Labor

## Wage and Hour Division

### Wage and Hour Division (WHD)

#### Instructions For Completing Payroll Form, WH-347

- [WH-347](#) (PDF)  
OMB Control No. 1235-0008, Expires 04/30/2021.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Note:** In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html).

>

# Equal Employment Opportunity is THE LAW

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# La Igualdad de Oportunidades en el Empleo es

# LA LEY

**Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales**

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

## **RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL**

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

## **DISCAPACIDAD**

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

## **EDAD**

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

## **SEXO (SALARIOS)**

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

## **GENÉTICA**

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desórdenes en los familiares (histórial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

## **REPRESALIA**

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

## **QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN**

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en [www.eeoc.gov](http://www.eeoc.gov) o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en [www.eeoc.gov](http://www.eeoc.gov).

## Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

### **RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL**

La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

### **INDIVIDUOS CON DISCAPACIDADES**

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

### **VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO**

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

### **REPRESALIA**

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

## Programas o actividades que reciban asistencia financiera federal

### **RAZA, COLOR, ORIGEN NACIONAL, SEXO**

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

### **INDIVIDUOS CON DISCAPACIDADES**

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

# AGENCY REPORT OF CONTRACT AWARD

(2015)

TO: Contract Compliance Officer, Grants Management Unit  
Community Development Commission, County of Los Angeles

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

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_

Agency's Primary Contact Person \_\_\_\_\_

Name of the Local Contracting Agency (LCA) \_\_\_\_\_

LCA – Labor Standards Officer's Name \_\_\_\_\_

LSO Initials \_\_\_\_\_

1. This Agency reports the date for ☐ formal bid opening, or ☐ informal solicitation for this construction contract was: \_\_\_\_\_
2. This ☐ Contract ☐ Subcontract was awarded to the contractor identified below on \_\_\_\_\_ (Date)  
The contract amount for the construction activity to be performed by this Contractor, as detailed below, is: \$ \_\_\_\_\_

## IDENTIFY THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACTOR

Estimated Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

## IDENTIFY THE TRADES TO BE USED BY THIS CONTRACTOR AT THE CONSTRUCTION SITE

Estimated Workforce: \_\_\_\_\_

☐ Asbestos Worker  
☐ Bricklayer  
☐ Carpenter  
☐ Cement Mason  
☐ Electrician

☐ Equipment Operator  
☐ Glazier  
☐ Ironworker  
☐ Laborer  
☐ Labor/Striper

Group: \_\_\_\_\_

Group: \_\_\_\_\_

Group: \_\_\_\_\_

☐ Lather  
☐ Marble setter  
☐ Painter  
☐ Plasterer  
☐ Plumber

☐ Roofer  
☐ Sheet metal worker  
☐ Terrazzo Worker  
☐ Tile layer

(other) \_\_\_\_\_

3. This is a Section 3 qualified contract and a Section 3 Pre-Bid Meeting was held on \_\_\_\_\_ (Date) ☐ N/A  
A copy of the completed Section 3 Bid Evaluation form was provided to the CDC on \_\_\_\_\_ (Date) ☐ N/A
4. The LCA verified this Contractor's Eligibility prior to contract award and documented the project file with search results from:  
The List of Parties Excluded from federal contract award internet website (<https://www.sam.gov>) on \_\_\_\_\_ (Date)  
The California Contractors State Licensing Board (CSLB) internet website (<http://www.cslb.ca.gov>) on \_\_\_\_\_ (Date)  
The California Department of Industrial Relations (DIR) internet website (<https://efiling.dir.ca.gov>) on \_\_\_\_\_ (Date)
5. The Contractor(s) acknowledge, by signature below, that: "This construction project is funded in whole or in part with Federal funds."
6. A copy of the Federal Labor Standards Provisions (HUD-4010 form), is attached to the contractor's copy of this form.
7. A copy of the applicable Federal Wage Decision (identified below) is attached to the contractor's copy of this form.  
Federal Wage Decision Number: CA \_\_\_\_\_ Mod. \_\_\_\_\_ DATED \_\_\_\_\_ (<http://www.wdol.gov/>)
8. The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week.
9. The LCA sent a Notice of Contract Award letter to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on \_\_\_\_\_ (Date) ☐ N/A

☐ PRINT – ☐ Prime Contractor ☐ Subcontractor Company Name☐ PRINT – ☐ Prime ☐ Sub ☐ Lower-tier Contractor Company Name

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

☐ Black American  
☐ White American  
☐ Hispanic American

☐ Women Owned Business  
☐ Minority Owned Business  
☐ Section 3 Qualified Business

☐ Native American  
☐ Hasidic Jews  
☐ Asian/Pacific American

☐ Black American  
☐ White American  
☐ Hispanic American

☐ Women Owned Business  
☐ Minority Owned Business  
☐ Section 3 Qualified Business

☐ Native American  
☐ Hasidic Jews  
☐ Asian/Pacific American

## GUIDELINES FOR COMPLETING THE *AGENCY REPORT OF CONTRACT AWARD FORM*

The *Agency Report of Contract Award* (ARCA) form is designed to protect the interest of all parties concerned and should be completed at the pre-construction conference. Send a copy of the completed form(s) to the GMU Contract Compliance Officer via email. The ARCA will be processed as follows:

- **Local Contracting Agency (LCA) must;**
    - Enter the basic project information on the form,
    - Enter the dollar amount of the Prime Contract
    - Explain the prevailing wage requirements as outlined in the specifications.
    - Do not sign the form until it is returned, completed by the prime sub, or lower-tier contractor,
    - Collect form from the contractor and review for accuracy,
    - Initial and email completed form(s) to the GMU Contract Compliance Officer.
  - **Prime Contractor must;**
    - Provide an estimated start and end date, and a summary the Scope of Work,
    - Identify the basic trades and number of workers to be used on site,
    - Complete lower left section – business address and EEO portion, and
    - Sign and return the form to the LCA.
    - **Subcontractor form**, provide the dollar amount of each subcontract
      - Ensure subcontractor has a copy of the *HUD-4010* form & *Federal Wage Decision*
      - Collect form from the sub-contractor and review it for accuracy
      - Sign and forward the form to the LCA
  - + **Sub and Lower-tier contractor must;**
    - Provide an estimated start and end date, and a summary the Scope of Work,
    - Identify the basic trades and number of workers to be used on site,
    - Complete lower right section – business address and EEO portion, and
    - Sign and return the form to the Prime Contractor,
1. **Date of formal Bid Opening or Informal Solicitation Date:** LCA identifies the date of formal bid opening was held. For an informal solicitation, the date that the contractor signed a construction contract with the LCA.
  2. **Contract Award Date:**
    - Prime Contracts**, the date an agreement was signed with the LCA.
    - Subcontracts**, the date an agreement was signed with the prime contractor.
    - Lower-tier contracts**, the date an agreement was signed with the subcontractor.
  3. **Section 3 Qualified Contracts:** The agency's LSO or *Section 3 Coordinator* will conduct a presentation at the *Section 3 Pre-Bid Meeting*. The meeting must be held by the LCA to inform prospective bidders of hiring and employment requirements and the bid preference opportunity allowed by the Section 3 requirements. Also, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide CDC with a copy of their evaluation.
  4. **Contractor Eligibility:** Prior to awarding any contract or subcontract the LCA must ensure that each contractor is eligible to receive a federally-funded construction contract. Ensuring that each contractor's license is current and active is part of the LCA bid evaluation process and the eligibility check includes:
    1. Obtaining the state license number of each bidder and proposed sub-contractor
    2. Contact the CA Contractor State License Board at (800) 321-2752 or on-line at <http://www.cslb.ca.gov>
    3. Enter the contractor's license number and click on "Check License"
    4. The License Detail page will display, Business Information, License Status, Personnel List, etc.
    5. Print a copy of this page to assist in completing the contractor's eligibility verification.
    6. Access the CA Department of Industrial Relations website (<https://efiling.dir.ca.gov/PWCR/Search.action>)
    7. Access the Federal List of Excluded Parties on-line at <https://www.sam.gov/>
    8. Enter the business name and all personnel as they appear on the license search
    9. The results of your search will be displayed, print a copy and place it in the project *Labor Standards Enforcement File*
  5. **Contractor Acknowledgement:** acknowledges that the project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative, in accordance with the *Federal Labor Standards Provisions*.
  6. **Federal Labor Standards Provisions:** A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.
  7. **Federal Wage Decision:** A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each sub and lower-tier contractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.
  8. **Contractor's Acknowledgement:** Federal prevailing wage and fringe benefits rates must be paid to workers each week.
  9. **Notice of Contract Award:** For all contracts awarded in the amount of \$10,000 or more, the LCA must ensure that a "Notice of Contract Award" letter is sent to the Office of Federal Contract Compliance Programs (OFCCP) at the address below and a copy of the signed letter must be placed in the project file.

U.S. Department of Labor, Office of Federal Contract Compliance Programs  
1640 South Sepulveda Boulevard, Suite 440  
Los Angeles, CA 90024

## CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: \_\_\_\_\_

Contracting Agency: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

This is to certify that the principal and the authorized payroll officer(s) listed below have received a copy of the assigned *Federal Wage Determination*, CA \_\_\_\_\_, Modification Number, \_\_\_\_\_, dated \_\_\_\_\_. The principal and authorized payroll officer(s) listed below have also acknowledge that they have received and read and a copy of the *Federal Labor Standards Provisions* (HUD-4010 form) and a copy of the current *Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*, and that they understand the labor standards clauses pertaining to the above listed project.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the *Statement of Compliance* forms which will accompany each weekly payroll report for contractor listed below during the duration of this project:

☐ Contractor ☐ Subcontractor Business Name \_\_\_\_\_

License Number \_\_\_\_\_

Payroll Officer Name (Print) \_\_\_\_\_

Payroll Officer (Signature) \_\_\_\_\_

Payroll Officer Name (Print) \_\_\_\_\_

Payroll Officer (Signature) \_\_\_\_\_

Name of Person Authorized to Sign (Print) \_\_\_\_\_

(Authorized Signature) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

U.S. Department of Labor  
Wage and Hour Division

Form Approved  
Budget Bureau No. 44-R1093

## STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:  
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on \_\_\_\_\_ the:  
(Contractor or Subcontractor)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said

\_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either  
(Contractor or Subcontractor)

directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	
Name and Title	Signature

The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of title 18 and section 231 of title 31 of the United States code.

# INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

## Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

## Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

## Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

U.S. GOVERNMENT PRINTING OFFICE: 1964-20-273-001

For sale by the Superintendent of Documents, U.S. Government Printing Office  
Washington, D.C. 20402 - Price \$1.25 per paid of 100

### SECTION 3 COMPLIANCE REPORT

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Federal Identification Number (EIN)	3. Dollar Amount of Award
	4. Contact Person	5. Phone (include Area Code)
	6. Reporting Period	7. Date Report Submitted
8. Program Code (Use a separate sheet for each Program Code)		
<b>Program Codes</b> 1. Flexible Salary 2. Section 302(b)(1) 3. Public/Private Housing Development, Operation and Maintenance 4. Housing Assistance 5. HOME 6. HOME - State Assistance 7. CDBG - Enterprise 8. CDBG - State Administration 9. Other CC Program 10. Other Housing Programs		

#### Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% OF AGGREGATE HIRES WHO ARE SECTION 3 HIRES	CODE(S)	
				RACIAL	ETHNIC
Professionals					
Technicians					
Office/Clerical					
Trade					
Trade					
Trade					
Trade					
Total:					

#### Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT	CODE(S)	
			RACIAL	ETHNIC

#### RACIAL BACKGROUND:

##### SINGLE CATEGORIES

1. American Indian/Alaska Native
2. Asian
3. Black/African American
4. Native Hawaiian/Other Pacific Islander
5. White

##### DOUBLE CATEGORIES

6. American Indian or Alaska Native AND White
7. Asian AND White
8. Black or African American AND White
9. American Indian or Alaska Native AND Black or African American
10. Other - for individuals not identified above.

#### ETHNIC BACKGROUND:

A. Hispanic/Latino

B. Not Hispanic/Latino

#### Part III: SUMMARY

##### INDICATE GOOD FAITH EFFORTS MADE BY YOUR COMPANY TO EMPLOY AND TRAIN SECTION 3 RESIDENTS OR BUSINESS CONCERNS (Check the appropriate boxes and attach copies of any advertisements, letters or notices)

- |   |  |
|---|--|
| <input type="checkbox"/> Titled and/or Employed Section 3 Residents equal to _____ (%) of the aggregate new hires. (Attach Resident Certifications)             | <input type="checkbox"/> Established training programs.                          |
| <input type="checkbox"/> Sub-contracts awarded to Section 3 Business Concerns equal to _____ (%) of the total contract amount. (Attach Business Certifications) | <input type="checkbox"/> Posted in common areas of the housing development.      |
| <input type="checkbox"/> Entered into first source hiring agreement.  | <input type="checkbox"/> Conducted management to notify residents. (Attach list) |
| <input type="checkbox"/> Sponsored a HUD certified "On-the-job" employment and training program.  | <input type="checkbox"/> Posted in common areas of the housing development.      |
| <input type="checkbox"/> Advertised the training and employment positions by distributing flyers.   | <input type="checkbox"/> Conducted management to notify residents. (Attach list) |
| <input type="checkbox"/> Distributed to every occupied dwelling unit in the housing development.  | <input type="checkbox"/> Posted in common areas of the housing development.      |
| <input type="checkbox"/> Posted or distributed flyers to housing authority.   | <input type="checkbox"/> Conducted management to notify residents. (Attach list) |
| <input type="checkbox"/> The Housing Authority employed Section 3 residents directly as outlined in the first source labor.                                     | <input type="checkbox"/> Posted in common areas of the housing development.      |
| <input type="checkbox"/> Sponsored a job information meeting, conducted by the housing authority at the development site. (Attach sign-in sheet)                | <input type="checkbox"/> Conducted management to notify residents. (Attach list) |
| <input type="checkbox"/> Arranged assistance in conducting job interviews and completing job applications for residents.  | <input type="checkbox"/> Posted in common areas of the housing development.      |
| <input type="checkbox"/> Conducted job interviews at housing development site or within the neighborhood or service area. (Attach list)                         | <input type="checkbox"/> Conducted management to notify residents. (Attach list) |
| <input type="checkbox"/> Contacted agencies administering HUD Youth-Build programs. (Attach list)   | <input type="checkbox"/> Posted in common areas of the housing development.      |
| <input type="checkbox"/> Consulted with State and/or local agencies administering training programs.  | <input type="checkbox"/> JTFM  |
| <input type="checkbox"/> Advertised through local media, television, radio, newspaper, online. (Attach copy of advertisement)                                   | <input type="checkbox"/> Probation and Parole Agencies                           |
| <input type="checkbox"/> Used a job coordinator or contacted a business concern located in the field of job placement. (Attach copy of agreement)               |  |
| <input type="checkbox"/> Maintained a file of eligible, qualified Section 3 Residents/Business Concerns for future employment.                                  |  |

## SECTION 3 COMPLIANCE REPORT INSTRUCTIONS

### Section 3 Compliance Report

This form applies to recipients of housing and community development assistance in excess of \$200,000 expended for housing rehabilitation, housing construction, or other public construction; and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section 3 activity.

1. **Name and Address:** Fill in the name and address of the entity completing the form. This may be a grantee, subgrantee, contractor or subcontractor.
2. **Project Number(s):** Fill in all project numbers that apply to the Section 3 activity.
3. **Dollar Amount of Award:** Fill in the total dollar amount awarded for the Section 3 activity.
4. **Contact Person:** Fill in the name of the person with knowledge of the award and implementation of the Section 3 activity.
5. **Phone:** Fill in the telephone number of the contact person.
6. **Reporting Period:** Fill in the time period covered by the report.
7. **Date Report Submitted:** Fill in the time period covered by the report.

### **Part I: Employment and Training Performance**

**Job Category:** Professionals are defined as people who have special knowledge of an occupation (e.g. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade separately. The category of Other includes occupations such as service workers.

**Number of New Hires:** Enter the number of new hires for each job category identified. New hire refers to a person who is not on the recipient's or contractor's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Number of New Hires that are Section 3 Residents:** Enter the number of Section 3 new hires for each job category identified. Section 3 new hire refers to a Section 3 resident who is not on the recipient's or contractor's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Number of Section 3 Employees and Trainees:** Enter the total number of Section 3 residents who were employed and trained in connection with the Section 3 covered award. This includes, but is not limited to, the new hires.

### **Part II: Contract Awards to Section 3 Businesses**

**Name of Section 3 Business Concern:** Enter the name of each Section 3 business that was awarded a contract or subcontract in connection with the Section 3 covered award.

**Specify Construction or Non-Construction Contract:** Enter "construction" or "non-construction" to indicate whether each contract was a construction contract.

**Contract Amount:** Enter the total amount of each award to a Section 3 business.

**Part III: Summary**

Check all efforts undertaken to direct opportunities toward low- and very low-income persons in connection with the Section 3 award. Briefly describe any "other" such efforts.

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs toward low- and very low-income persons, particularly those who are recipients of government assistance for housing: (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

**CONTRACTING WITH SMALL BUSINESS  
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE  
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
  - a. Including qualified Small Business and Minority Firms on solicitation lists.
  - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
  - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

### COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

## FRINGE BENEFIT PAYMENT CERTIFICATION

PROJECT NAME \_\_\_\_\_

LOCAL CONTRACTING AGENCY \_\_\_\_\_

Location: \_\_\_\_\_

CDBG Project Number: \_\_\_\_\_

Work Classification	HOURLY FRINGE BENEFITS PROVIDED	Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	<b>TOTAL HOURLY FRINGE \$</b>	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	<b>TOTAL HOURLY FRINGE \$</b>	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	<b>TOTAL HOURLY FRINGE \$</b>	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	<b>TOTAL HOURLY FRINGE \$</b>	
	Health & Welfare \$	
	Pension \$	
	Vacation \$	
	Apprenticeship/Training \$	
	Other (explain) \$	
	<b>TOTAL HOURLY FRINGE \$</b>	

I Certify under penalty of perjury that:

☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.

OR

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs.  
Benefits are added to hourly rates and paid each week to the employees.

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
(Print Name of Person Authorized to Sign)

Contractor License Number: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

## NOTICE OF SECTION 3 COMMITMENT

**TO:**

\_\_\_\_\_  
(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_  
(Address)

Name of Business (Contractor): \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

The Undersigned currently holds a contract with \_\_\_\_\_ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is \_\_\_\_\_. For additional information, you may contact \_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

## WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

<b>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b> <b>REPORT OF ADDITIONAL CLASSIFICATION AND RATE</b>		<b>HUD FORM 4230A</b> <small>OMB Approval Number 2501-0011 (Exp. 09/30/2009)</small>				
1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER					
	3. LOCATION OF PROJECT (City, County and State)					
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway					
6. WAGE DECISION NO. (include modification number, if any)		7. WAGE DECISION EFFECTIVE DATE				
<input type="checkbox"/> COPY ATTACHED						
8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 5px;">BASIC WAGE</th> <th style="width: 50%; text-align: center; padding: 5px;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td></td> </tr> </tbody> </table>		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
BASIC WAGE	FRINGE BENEFIT(S) (if any)					
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)					
<b>Check All That Apply:</b> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision.						
<b>Check One:</b> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.						
_____ <b>Agency Representative</b> <small>(Typed name and signature)</small>		_____ <small>Date</small>  _____ <small>Phone Number</small>				
		<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b>  <b>Log out:</b>				

TO: Contract Compliance Officer, Community Development Block Grant Division  
Community Development Commission, County of Los Angeles

Date \_\_\_\_\_  
FAX a copy to CDBG prior to award  
(323) 890-8595

## SECTION 3 BID EVALUATION MEMORANDUM

Awarding Agency: \_\_\_\_\_ Agency Representative: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Bid Opening Date: \_\_\_\_\_

### REASONABLENESS OF BID (See guidelines on the back of this form for the Zone of Consideration)

<b>"X"</b> <b>FACTOR</b>	<b>The Lowest Bid</b>		\$
	<b>PLUS</b>		\$ 0.00
	The lesser of 0.00% of Low Bid (\$ 0.00) - or \$		\$ 0.00
		<b>EQUAL</b>	\$ 0.00
<b>Maximum Acceptable Section 3 Reasonable Bid</b>			
<b>NAME OF BIDDER</b>		<b>Section 3 Responsive</b>	<b>Bid Amount</b>
(Documents Provided to demonstrate responsiveness to Section 3 Contracting, Employment and Training Goals)		<b>Yes</b> <b>No</b>	(List Low Bid First)
<input type="checkbox"/> Qualified Section 3 Business Concern, <input type="checkbox"/> 51% Owned by Section 3 person(s), or <input type="checkbox"/> Section 3 Economic Opportunity Plan <input type="checkbox"/> Section 3 Business Certification form(s) _____ % <input type="checkbox"/> Subcontracts <input type="checkbox"/> Section 3 Resident Certification form(s) _____ % <input type="checkbox"/> Employees, or <input type="checkbox"/> New Hires			\$
<input type="checkbox"/> Qualified Section 3 Business Concern, <input type="checkbox"/> 51% Owned by Section 3 person(s), or <input type="checkbox"/> Section 3 Economic Opportunity Plan <input type="checkbox"/> Section 3 Business Certification form(s) _____ % <input type="checkbox"/> Subcontracts <input type="checkbox"/> Section 3 Resident Certification form(s) _____ % <input type="checkbox"/> Employees, or <input type="checkbox"/> New Hires			\$
<input type="checkbox"/> Qualified Section 3 Business Concern, <input type="checkbox"/> 51% Owned by Section 3 person(s), or <input type="checkbox"/> Section 3 Economic Opportunity Plan <input type="checkbox"/> Section 3 Business Certification form(s) _____ % <input type="checkbox"/> Subcontracts <input type="checkbox"/> Section 3 Resident Certification form(s) _____ % <input type="checkbox"/> Employees, or <input type="checkbox"/> New Hires			\$
<input type="checkbox"/> Qualified Section 3 Business Concern, <input type="checkbox"/> 51% Owned by Section 3 person(s), or <input type="checkbox"/> Section 3 Economic Opportunity Plan <input type="checkbox"/> Section 3 Business Certification form(s) _____ % <input type="checkbox"/> Subcontracts <input type="checkbox"/> Section 3 Resident Certification form(s) _____ % <input type="checkbox"/> Employees, or <input type="checkbox"/> New Hires			\$

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (*Economic Opportunity Plan*).

### RECOMMENDATION FOR SECTION 3 CONTRACT AWARD

The contractor listed below is a Section 3 Responsive Bidder within the "Zone of Consideration"		(Print Name of Contracting Officer)
Check the box below if applicable		(Signature of Contracting Officer)
<input type="checkbox"/>	No bidders were able to meet Section 3 responsive and reasonable bidding requirements. Therefore, the construction contract will be awarded to the lowest bidder who has provided a reasonable bid in accordance with the awarding agency's policy and procedures.	(Date)

A **Section 3 Responsive bidder** is a bidder that submits a *Section 3 Business Certification* form with the bid, and

1. Qualifies as a Section 3 Business concern because the business
  - Is 51% owned by low-income residents, or
  - 30% or more of its permanent full-time employees are low-income residents, and
  - Provides the *Section 3 Resident Certification form(s)* for each qualified employee.

- OR -

2. Makes a written commitment by submitting a Section 3 Economic Opportunity Plan with their bid indicating that the bidder will:
  - Hire at least 30% aggregate new-hires that are qualified low-income residents, and
  - Provide the *Section 3 Resident Certification form(s)* for each Section 3 new-hire, or
  - Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and
  - Ensure that the Business Concern(s) provide *Section 3 Resident Certification form(s)* for each qualified employee.

**NOTE:** If the contract is awarded based upon the written commitment, the contractor will be responsible to document all efforts made to recruit Section 3 resident new-hires. Additionally, the recipient of a Section 3 contract who commits to the Section 3 goal is required to submit a *Section 3 Summary Report* by July 1 and/or with their final Certified Payroll Report submission.

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (*Economic Opportunity Plan*).

A **Section 3 Non-responsive bidder** is a bidder that:

- Fails to provide a *Section 3 Business Certification* form documenting Section 3 qualifications with a bid response, or
- Fails to provide a *Section 3 Business Certification* form and an *Economic Opportunity Plan* with a bid response.

However, if the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the *Zone of Consideration*), as defined below, the construction contract shall be awarded to the lowest bid from any responsive and responsible bidder.

A **REASONABLE bid** is a bid that is not more than the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of bid received from any responsible bidder, **PLUS**
2. The "**X**" **FACTOR**, which is the lesser of:
  - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
  - b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

### ZONE OF CONSIDERATION

If the Lowest Bid is		The "X" FACTOR is the Lesser than	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

General Decision Number: CA180033 10/05/2018 CA33

Superseded General Decision Number: CA20170033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	02/23/2018
5	04/20/2018
6	05/04/2018
7	05/18/2018
8	06/15/2018
9	06/29/2018
10	07/06/2018
11	07/13/2018
12	07/20/2018
13	08/17/2018
14	08/24/2018
15	08/31/2018
16	09/07/2018
17	09/28/2018
18	10/05/2018

ASBE0005-002 07/01/2018

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,  
protective coverings,

coatings, and finishes to all  
types of mechanical systems).....\$ 39.72 20.81  
Fire Stop Technician  
(Application of Firestopping  
Materials for wall openings  
and penetrations in walls,  
floors, ceilings and curtain  
walls).....\$ 27.92 18.31

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ASBE0005-004 07/02/2018

Rates Fringes

Asbestos Removal  
worker/hazardous material  
handler (Includes  
preparation, wetting,  
stripping, removal,  
scrapping, vacuuming, bagging  
and disposing of all  
insulation materials from  
mechanical systems, whether  
they contain asbestos or not)....\$ 19.93 11.72

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BOIL0092-003 03/01/2018

Rates Fringes

BOILERMAKER.....\$ 44.07 33.52

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\* BRCA0004-007 05/01/2018

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 40.46 15.15

\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 07/01/2017

Rates Fringes

MARBLE FINISHER.....\$ 30.93 12.95  
TILE FINISHER.....\$ 25.98 11.23  
TILE LAYER.....\$ 37.76 16.37

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BRCA0018-010 09/01/2017

Rates Fringes

TERRAZZO FINISHER.....\$ 29.75 12.91  
TERRAZZO WORKER/SETTER.....\$ 36.75 13.82

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CARP0409-001 07/01/2016

Rates Fringes

CARPENTER  
(1) Carpenter, Cabinet  
Installer, Insulation

Installer, Hardwood Floor Worker and acoustical		
installer.....	\$ 39.83	15.50
(2) Millwright.....	\$ 40.90	15.50
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....		
	\$ 40.53	15.50
(4) Pneumatic Nailer, Power Stapler.....		
	\$ 40.09	15.50
(5) Sawfiler.....	\$ 39.83	15.50
(6) Scaffold Builder.....	\$ 31.60	15.50
(7) Table Power Saw Operator.....		
	\$ 40.93	15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

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CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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ELEC0011-004 07/30/2018

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 43.35	3%+27.87
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 44.40	3%+27.82

Technician.....\$ 33.30 3%+27.82

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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\* ELEC0011-005 07/30/2018

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 33.64	3%+14.33
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication

systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems  
Background-Foreground Music Intercom and Telephone  
Interconnect Systems Sound and Musical Entertainment  
Systems Nurse Call Systems Radio Page Systems School  
Intercom and Sound Systems Burglar Alarm Systems  
Low-Voltage Master Clock Systems Multi-Media/Multiplex  
Systems Telephone Systems RF Systems and Antennas and Wave  
Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems  
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 06/01/2018

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 56.79		17.91
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 45.36		16.74
(3) Groundman.....\$ 34.68		16.36
(4) Powderman.....\$ 49.55		3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 53.85		32.645

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,

Labor Day, Veterans Day, Thanksgiving Day, Friday after  
Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2018

Rates Fringes

OPERATOR: Power Equipment  
(All Other Work)

GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

#### PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator  
work on the following Military Bases: China Lake Naval  
Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base,  
Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics

Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full

slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000

auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator,

operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier

operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator;  
Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western  
or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist  
operator (Chicago boom and similar type); Lift mobile  
operator; Lift slab machine operator (Vagtborg and similar  
types); Material hoist and/or manlift operator; Polar  
gantry crane operator; Self Climbing scaffold (or similar  
type); Shovel, backhoe, dragline, clamshell operator (over  
3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline,  
clamshell operator (over 5 cu. yds. mrc); Tower crane  
repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton  
capacity); Crawler transporter operator; Derrick barge  
operator (up to and including 25 ton capacity); Hoist  
operator, stiff legs, Guy derrick or similar type (up to  
and including 25 ton capacity); Shovel, backhoe, dragline,  
clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including  
50 tons mrc); Derrick barge operator (over 25 tons up to  
and including 50 tons mrc); Highline cableway operator;  
Hoist operator, stiff legs, Guy derrick or similar type  
(over 25 tons up to and including 50 tons mrc); K-crane  
operator; Polar crane operator; Self erecting tower crane  
operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and  
including 100 tons mrc); Derrick barge operator (over 50  
tons up to and including 100 tons mrc); Hoist operator,  
stiff legs, Guy derrick or similar type (over 50 tons up to  
and including 100 tons mrc), Mobile tower crane operator  
(over 50 tons, up to and including 100 tons M.R.C.); Tower  
crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and  
including 200 tons mrc); Derrick barge operator (over 100  
tons up to and including 200 tons mrc); Hoist operator,  
stiff legs, Guy derrick or similar type (over 100 tons up  
to and including 200 tons mrc); Mobile tower crane operator  
(over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including  
300 tons mrc); Derrick barge operator (over 200 tons up to  
and including 300 tons mrc); Hoist operator, stiff legs,  
Guy derrick or similar type (over 200 tons, up to and  
including 300 tons mrc); Mobile tower crane operator (over  
200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge  
operator (over 300 tons); Helicopter pilot; Hoist operator,  
stiff legs, Guy derrick or similar type (over 300 tons);  
Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without

attachment)

## GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

## GROUP 6: Heavy Duty Repairman

## GROUP 7: Tunnel mole boring machine operator

## ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW

corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM.

Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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 IRON0377-002 07/01/2018

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 31.58	22.41
Ornamental, Reinforcing and Structural.....	\$ 38.00	31.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,  
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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 LAB00300-001 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

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 LAB00300-003 07/01/2018

	Rates	Fringes
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## LABORER (TUNNEL)

GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07

## LABORER

GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

## LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating

machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodger and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bos'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing guniting and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

## GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB01184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03
(3) Horizontal Directional Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking Locator.....	\$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21

GROUP 4.....\$ 40.91 16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

-----  
LAB01414-001 08/08/2018

	Rates	Fringes
--	-------	---------

LABORER

PLASTER CLEAN-UP LABORER....	\$ 33.82	19.40
PLASTER TENDER.....	\$ 36.37	19.40

Work on a swing stage scaffold: \$1.00 per hour additional.

-----  
PAIN0036-001 07/01/2018

	Rates	Fringes
--	-------	---------

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

-----  
PAIN0036-006 10/01/2017

	Rates	Fringes
--	-------	---------

## DRYWALL FINISHER/TAPER

Antelope Valley North of  
the following Boundary:

Kern County Line to Hwy.

#5, South on Hwy. #5 to

Hwy. N2, East on N2 to

Palmdale Blvd., to Hwy.

#14, South to Hwy. #18,

East to Hwy. #395.....\$ 34.45

18.57

Remainder of Los Angeles

County.....\$ 38.58

18.57

-----  
PAIN0036-015 06/01/2018

	Rates	Fringes
--	-------	---------

GLAZIER.....\$ 42.20

25.50

FOOTNOTE: Additional \$1.25 per hour for work in a condor,  
from the third (3rd) floor and up Additional \$1.25 per  
hour for work on the outside of the building from a swing  
stage or any suspended contrivance, from the ground up

-----  
PAIN1247-002 05/01/2018

	Rates	Fringes
--	-------	---------

SOFT FLOOR LAYER.....\$ 33.85

14.56

-----  
PLAS0200-009 08/01/2018

	Rates	Fringes
--	-------	---------

PLASTERER.....\$ 36.86

18.00

-----  
PLAS0500-002 07/01/2018

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER...\$ 35.75

22.48

-----  
PLUM0016-001 09/01/2018

	Rates	Fringes
--	-------	---------

## PLUMBER/PIPEFITTER

Plumber and Pipefitter

All other work except  
work on new additions and

remodeling of bars,

restaurant, stores and

commercial buildings not

to exceed 5,000 sq. ft.

of floor space and work

on strip malls, light

commercial, tenant

improvement and remodel

work.....\$ 50.13

22.16

Work ONLY on new additions

and remodeling of bars,

restaurant, stores and

commercial buildings not  
to exceed 5,000 sq. ft. of  
floor space.....\$ 48.58                      21.18  
Work ONLY on strip malls,  
light commercial, tenant  
improvement and remodel  
work.....\$ 37.10                      19.51

-----  
PLUM0078-001 07/01/2016

Rates                      Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 44.16                      25.19  
Sewer & Storm Drain Work....\$ 44.16                      25.19

-----  
ROOF0036-002 08/01/2018

Rates                      Fringes

ROOFER.....\$ 38.12                      16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed  
to pitch fumes or required to handle pitch, pitch base or  
pitch impregnated products, or any material containing coal  
tar pitch, the entire roofing crew shall receive \$1.75 per  
hour "pitch premium" pay.

-----  
\* SFCA0669-013 04/01/2018

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT  
PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS  
OF LOS ANGELES:

Rates                      Fringes

SPRINKLER FITTER.....\$ 38.85                      21.87

-----  
SFCA0709-005 01/01/2018

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS  
ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS  
ANGELES:

Rates                      Fringes

SPRINKLER FITTER (Fire).....\$ 42.26                      25.92

-----  
SHEE0105-002 07/01/2018

LOS ANGELES (South of a straight line between gorman and Big  
Pines including Catalina Island)

Rates                      Fringes

SHEET METAL WORKER

(1) Light Commercial: Work  
on general sheet metal and  
heating and AC up to 4000  
sq ft.....\$ 26.57                      10.42  
(2) Modernization :

Excluding New Construction  
 - Under 5000 sq. ft. Does  
 not include modification,  
 upgrades, energy  
 management, or  
 conservation improvements  
 of central heating and AC  
 equipment.....\$ 44.28 28.46

-----  
 SHEE0105-003 07/01/2018

LOS ANGELES (South of a straight line drawn between Gorman and  
 Big Pines)and Catalina Island, INYO, KERN (Northeast part, East  
 of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....	\$ 44.28	28.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 44.28	28.46

-----  
 SHEE0105-004 08/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North  
 of a straight line drawn between Gorman and Big Pines including  
 Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
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SHEET METAL WORKER.....	\$ 33.88	27.49
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 TEAM0011-002 07/01/2018

	Rates	Fringes
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TRUCK DRIVER

GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,  
 El Centro Naval Facility, Fort Irwin, Marine Corps

Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

## TRUCK DRIVERS CLASSIFICATIONS

### GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy  
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3  
axles; Boot person; Cement mason distribution truck; Fuel  
truck driver; Water truck - 2 axle; Dump truck, less than  
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete  
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire  
person (\$0.50 additional for tire person); Pipeline and  
utility working truck driver, including winch truck and  
plastic fusion, limited to pipeline and utility work;  
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,  
6-1/2 yds. water level and over; Vehicle or combination of  
vehicles - 4 or more axles; Oil spreader truck; Dump truck,  
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;  
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck  
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles  
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water  
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine  
with attachments; Winch truck driver - \$1.25 additional  
when operating winch or similar special attachments

### GROUP 12: Boom Truck 17K and above

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

GENERAL NOTES

- 1 ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY REQUIREMENTS.
- 2 THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- 3 ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S STANDARD PLANS, PROJECT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS . THE CONTRACTOR SHALL KEEP A COPY OF THIS INFORMATION ON THE JOBSITE.
- 4 A RECONSTRUCTION MEETING SHALL BE HELD A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK.
- 5 THE CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION MANAGER, MANUEL FABIAN @ (818) 898-1243, A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION AND 48 HOURS IN ADVANCE OF INSPECTION REQUESTS.
- 6 PROJECT STATIONING REFERS TO THE CENTERLINE OF THE STREET.
- 7 STOCK PILING OF REMOVED MATERIAL WILL NOT BE ALLOWED IN OR AROUND THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAULING OFF ALL EXCESS MATERIALS GENERATED DURING THE CONSTRUCTION OF THIS PROJECT TO AN APPROVED DISPOSAL SITE.
- 8 DUST SHALL BE CONTROLLED WITH WATER OR AS REQUIRED UNDER THE DIRECTION OF THE INSPECTOR/PROJECT MANAGER.
- 9 REMOVAL OF ALL VEGETATION AND DEBRIS PRIOR TO ANY GRADING IS REQUIRED.
- 10 NO EXCAVATION SHALL BE LEFT OPEN AFTER DAWNIGHT HOURS, EXCAVATIONS SHALL BE BACKFILLED AND PAVEMENT REPLACED OR BRIDGED WITH TRAFFIC RATED STEEL PLATES.
- 11 CONTRACTOR WORK SHALL BE 7:00 AM TO 4:00 PM MONDAY THRU FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE ACCEPTED BY THE CITY. ALL WORK WITHIN VEHICULAR TRAFFIC LANES SHALL BE LIMITED TO 9:00 AM AND 3:00 PM.
- 12 A CITY APPROVED TRAFFIC CONTROL PLAN PER LATEST EDITION OF THE WATCH HANDBOOK SHALL BE SECURED 48 HOURS PRIOR TO CONSTRUCTION.
- 13 INSTALL TAR PAPER AROUND POWER POLES PRIOR TO LAYING A.C. PAVEMENT IN ALLEYS.
- 14 PROVIDE 2" X 4" REDWOOD HEADERS AT PROPERTY LINES WHERE PROPOSED PAVEMENT IS CONSTRUCTED ADJACENT TO DIRT OR UNPAVED AREA, OR ADJACENT TO WOOD, METAL OR CHAIN LINE FENCE.
- 15 JOIN NEW A.C. PAVEMENT TO EXISTING A.C. & CONC. PAVEMENT AT PROPERTY LINE. SAW-CUT AS NECESSARY AND PROVIDE TACK COAT.
- 16 THE SUBGRADE OF THE DRIVEWAY AND PARKING AREAS SHALL BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE CONTENT 90%, COMPACTION ACTIVITIES SHALL BE INSPECTED BY CITY PRIOR TO PLACING CRUSHED MISCELLANEOUS BASE AND CASTING OF CONCRETE.

NOTICE TO CONTRACTOR:

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE USA UNDERGROUND ALERT FOR LOCATION OF EXISTING UNDERGROUND UTILITIES NO LESS THAN TWO DAYS NOR MORE THAN SEVEN DAYS PRIOR TO CONSTRUCTION.

811

THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY DAMAGE DONE TO EXISTING UTILITIES OR STREET IMPROVEMENTS INCLUDING CONCRETE/LANDSCAPING DURING CONSTRUCTION.

UNDERGROUND SERVICE ALERT

CALL: TOLL FREE

811



TWO WORKING DAYS BEFORE YOU DIG



# SAN FERNANDO

PUBLIC WORKS DEPARTMENT

## SAN FERNANDO ROAD IMPROVEMENTS BETWEEN S HUNTINGTON STREET AND SAN FERNANDO MISSION BLVD CDBG PROJECT NO. 601994-18 PROJECT NO. 7606, PLAN NO. 729

CONSTRUCTION NOTES

- ① COLD MILL 1.5" AC PAVEMENT
- ② CONSTRUCT 1.5" THICK ARRM OVERLAY
- ③ REMOVE AND REPLACE 4" THICK PCC SIDEWALK
- ④ REMOVE AND REPLACE PCC CURB PER SPWVC STANDARD PLAN 120-2
- ⑤ REMOVE AND REPLACE 6" THICK PCC DRIVE APPROACH PER SPWVC STANDARD PLAN 110-2, TYPE A
- ⑥ REMOVE EXISTING PCC DRIVE APPROACH AND CONSTRUCT 4" THICK PCC SIDEWALK
- ⑦ CONSTRUCT CURB RAMP WITH TRUNCATED DOME
- ⑧ REMOVE EXISTING PCC SPANDREL
- ⑨ REMOVE EXISTING PCC SIDEWALK AND CONSTRUCT 6" THICK PCC DRIVE APPROACH
- ⑩ ADJUST MANHOLE COVER TO GRADE
- ⑪ ADJUST GATE VALVE COVER TO GRADE
- ⑫ PROVIDE TRAFFIC STRIPING, PAVEMENT MARKING, OR REFLECTIVE PAVEMENT MARKERS
- ⑬ PROVIDE AND INSTALL TYPE E VEHICLE LOOPS PER SPWVC STANDARD PLAN 457-1
- ⑭ REMOVE AND RECONSTRUCT PARKWAY DRAIN PER SPWVC STANDARD PLAN 151-2

DISPOSITION NOTES

- ☐ PROTECT IN PLACE

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STREET IMPROVEMENT PLAN
3	STRIPING PLAN

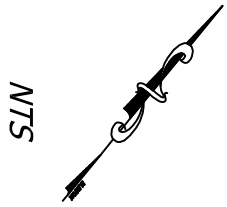
PUBLIC UTILITIES

- WATER:**  
CITY OF SAN FERNANDO  
120 MACNEIL STREET  
SAN FERNANDO, CA 91340  
TONY SALAZAR OR DANNY GARCIA  
818 898 1293
- FIRE:**  
CITY OF LOS ANGELES FIRE DEPARTMENT STA. 91  
14430 POLK STREET  
LOS ANGELES, CA  
NON-EMERGENCY NUMBER  
818 756 8691
- OIL:**  
PLAINS ALL AMERICAN  
5900 CHERRY AVE  
LONG BEACH, CA  
EMERGENCY NUMBER  
800 708 5071
- ELECTRICITY:**  
SOUTHERN CALIFORNIA EDISON COMPANY  
EMERGENCY CALLS  
800 611 1911
- GAS:**  
SOUTHERN CALIFORNIA GAS COMPANY  
EMERGENCY CALLS  
800 427 2200
- TELEPHONE:**  
FRONTIER COMMUNICATIONS  
EMERGENCY CALLS  
800 483 1000
- CABLE:**  
SPECTRUM  
EMERGENCY CALLS  
818 700 6500

LEGEND

- STREET LIGHT  
SMH  
SEWER MANHOLE  
S  
MAIL BOX  
MB  
LOOP DETECTORS  
SIGN  
POWER POLE  
SDMH  
STORM DRAIN MANHOLE  
TSB  
GAS METER  
OIL VALVE  
TRAFFIC SIGNAL  
PB  
FIRE HYDRANT  
FH  
WATER METER  
WM  
WATER VALVE  
W  
GAS V  
LIGHT POLE  
GAS LINE

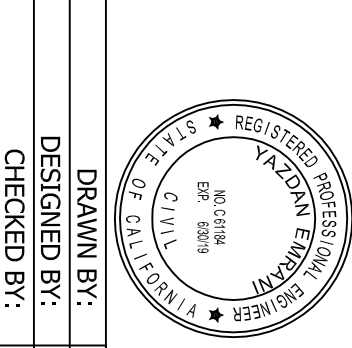
LOCATION MAP



NTS



MANUEL FABIAN  
CIVIL ENGINEERING ASSISTANT II



9/13/18  
DATE  
DRAWN BY: MF  
DESIGNED BY: MF  
CHECKED BY: YK

9/13/18  
DATE  
TODAY'S PROJECT NO. 601994-18  
R.C.E. No.: C 61184  
EXP. DATE: 6/30/2019

PUBLIC WORKS DEPARTMENT

SAN FERNANDO ROAD STREET IMPROVEMENTS

BETWEEN S HUNTINGTON STREET AND SAN FERNANDO MISSION BLVD  
TITLE SHEET

CDBG PROJECT NO. 601994-18  
PROJECT NO. 7606, PLAN NO. P-729

SHEET NO. 1  
OF 3





**ATTACHMENT "B"**  
**CONTRACT NO. 1900****CONSTRUCTION CONTRACT/AGREEMENT****PALP INC., DBA EXCEL PAVING COMPANY**

San Fernando Road Street Improvements between First Street and Fourth Street, CDBG Project No. 601994-18 Plans (P-729) and Specifications (Job No. 7606)

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of January, 2019, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Palp Inc., DBA Excel Paving Company "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **San Fernando Road Street Improvements between S Huntington Street and San Fernando Mission Blvd, CDBG Project No. 601994-18 Plans (P-729) and Specifications (Job No. 7606)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **San Fernando Road Street Improvements between S Huntington Street and San Fernando Mission Blvd, CDBG Project No. 601994-18 Plans (P-729) and Specifications (Job No. 7606)** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated November 29, 2018.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Three Hundred Nine Thousand Nine Hundred Three and No Cents (\$309,903.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-

**CONSTRUCTION CONTRACT/AGREEMENT**

**San Fernando Road Street Improvements between S Huntington Street and San Fernando Mission Blvd, CDBG Project No. 601882-17 Plans (P-729) and Specifications (Job No. 7606)**

Page 2 of 10

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like manner without interruption, and to complete the construction thereof within **thirty (30)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

**CONSTRUCTION CONTRACT/AGREEMENT****San Fernando Road Street Improvements between S Huntington Street and San Fernando Mission Blvd, CDBG Project No. 601882-17 Plans (P-729) and Specifications (Job No. 7606)**Page 3 of 10

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9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and

**CONSTRUCTION CONTRACT/AGREEMENT****San Fernando Road Street Improvements between S Huntington Street and San Fernando Mission Blvd, CDBG Project No. 601882-17 Plans (P-729) and Specifications (Job No. 7606)**Page 4 of 10

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materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

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CONTRACTOR

BY \_\_\_\_\_

---

Title

BY \_\_\_\_\_

---

Title

CITY OF SAN FERNANDO  
A Municipal Corporation

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ALEXANDER P. MEYERHOFF  
CITY MANAGER

ATTEST:

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ELENA G. CHÁVEZ  
CITY CLERK

APPROVED AS TO FORM:

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RICK R. OLIVAREZ  
CITY ATTORNEY  
OLIVAREZ MADRUGA, P.C.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the  
Owner, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these  
presents.

The conditions of this obligation are such that whereas the Principal entered into a  
contract, attached hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the  
undertakings, covenants, terms, conditions and agreements of said contract during the  
original term thereof, and any extensions thereof that may be granted by the Owner  
with or without notice of the Surety, and during the life of any guaranty required under  
the contract, and shall also well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions and agreements of any and all duly authorized  
modifications of said contract that may hereafter be made, then this obligation shall be  
void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or modification of the contract documents or of  
the work to be performed thereunder shall in any way affect its obligations on this  
bond; and it hereby waives notice of any and all such changes, extensions of time; and  
alterations or modifications of the contract documents and/or of the work to be  
performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument  
under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the name and  
corporate seal of each corporate party being hereto affixed and these presents duly  
signed by each party's undersigned representative, pursuant to authority of its  
governing body.

(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

## PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the  
Owner, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these  
presents.

The conditions of this obligation are such that whereas the Principal entered into a  
contract, attached hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons  
supplying labor and material in the prosecution of the work provided for in said  
contract, and any and all duly authorized modifications of each contract that may  
hereafter be made, then this obligation shall be void, otherwise this obligation shall  
remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors,  
or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay  
any of the persons named in Section 3181 of the Civil Code of the State of California for  
any materials, provisions, provender or other supplies used in, upon, for or about the  
performance of the work or labor performed by any such claimant or any amounts  
required to be deducted, withheld, and paid over to the Franchise Tax Board from the  
wages of employees of the contractor and his subcontractors pursuant to Section 18806  
of the Revenue and Taxation Code, with respect to such work and labor, then said  
Surety will pay for the same, in the amount not exceeding the sum set forth  
hereinabove and also, in case suit is brought upon the bond, will pay a reasonable  
attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and  
all persons named in the aforesaid Civil Code Section 3131 so as to give a right of  
action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or modification of the contract documents or of  
the work to be performed thereunder shall in any way affect its obligations on this  
bond; and it hereby waives notice of any and all such changes, extensions of time; and  
alterations or modifications of the contract documents and/or of the work to be  
performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charge is \$ \_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

## WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, \_\_\_\_\_ as Contractor, has by written agreement dated \_\_\_\_\_, 2019, entered into a contract with Owner for in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of one year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

ATTEST:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charge is \$ \_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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

**ATTACHMENT “C”****RESOLUTION NO. 7899****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET  
FOR THE FISCAL YEAR 2018-2019 ADOPTED ON JUNE 18, 2018**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2018-2019, commencing July 1, 2018, and ending June 30, 2019; and

**WHEREAS**, the City Council has determined that it is necessary to amend the expenditures of the current City budget; and

**WHEREAS**, the City’s requires additional funding for the San Fernando Road Street Improvements Project; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019, a copy of which is on file in the City Clerk’s Office, was adopted on June 18, 2018.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1.** The following adjustments are made to the City Budget:

Special Funds: Community Development Block Grant Fund (026)

Increase in Revenues	\$82,503
026-3693-0157-4600	

Increase in Expenditures	\$82,503
026-311-0157-4600	

Special Funds: Measure M Fund (024)

Increase in Expenditures	\$58,020
024-311-0157-4600	

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of January, 2019.

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Joel Fajardo, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA**           )  
**COUNTY OF LOS ANGELES**    ) ss  
**CITY OF SAN FERNANDO**       )

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7<sup>th</sup> day of January, 2019, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk



**REQUEST FOR PROPOSALS**  
**SAN FERNANDO ROAD STREET IMPROVEMENTS**  
**BETWEEN S HUNTINGTON ST and SAN FERNANDO MISSION BLVD**  
**CDBG PROJECT NO. 601994-18, JOB NO. 7606, PLAN NO. P-729**

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: THURSDAY, NOVEMBER 29, 2018 – 11:00 AM

No.	Company Name	Address	Date and Time Received	Cost
1	Toro Enterprises Inc. General Engineering Contractor	P.O. Box 6285 Oxnard, CA 93031	11/29 @ 10:28 a.m.	\$326,550.00
2	EC Construction	2213 Chico Ave. S. El Monte, CA 91733	11/29 @ 10:39 a.m.	\$315,746.00
3	All American Asphalt	P.O. Box 2229 Corona, CA 92878-2229	11/29 @10:49 a.m.	\$296,875.00
4	Palp, INC DBA Excel Paving	2230 Lemon Ave Long Beach, CA 90806	11/29 @10:57 a.m.	\$309,903.00
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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Timothy T. Hou, Director of Community Development

**Date:** January 7, 2019

**Subject:** Consideration to Adopt an Ordinance Amending the San Fernando Municipal Code Pertaining to Citywide Medicinal and Adult Use Commercial Cannabis Prohibitions and Regulations

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1683 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando, California, amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to regulate commercial cannabis cultivation, distribution, manufacturing, and laboratory testing within certain specified zones and prohibit commercial cannabis retail (dispensaries and deliveries) and microbusinesses citywide except permitted medicinal cannabis delivery activities originating from licensed establishments outside of the City's boundaries.";
- c. Affirm the City's determination that the proposed Ordinance is not subject to California Environmental Quality Act ("CEQA"), pursuant to State CEQA Guidelines Section 15061(b)(3) because the code amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, does not constitute a "project," and has no potential for causing a significant effect on the environment. Further, Business and Professions Code Section 26055(h) exempts local ordinances, such as the proposed code amendment, from CEQA that authorizes commercial cannabis activity through discretionary review and approval, which this code amendment requires; and
- d. Direct staff as appropriate to confer with the Cannabis Ad Hoc Committee (Mayor Fajardo and Vice Mayor Ballin) to develop the application process, forms, and fees.

### BACKGROUND:

**Consideration to Adopt an Ordinance Amending the San Fernando Municipal Code Pertaining to Citywide Medicinal and Adult Use Commercial Cannabis Prohibitions and Regulations**Page 2 of 6

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1. On July 2, 2018, the City Council received a comprehensive report and presentation from the Cannabis Ad Hoc Committee (Mayor Ballin and Vice Mayor Lopez), City staff and HdL (special consultant) regarding development of a commercial cannabis regulation and permitting program in the City of San Fernando. The agenda report and corresponding presentation are available on the City's website ([www.sfcity.org/cannabis-industry/](http://www.sfcity.org/cannabis-industry/)). This report, along with the report on August 6, 2018, includes a complete history of the regulatory environment, legal actions, City Council direction, and public information and outreach efforts by the City to through August 2018.
2. On August 6, 2018, the City Council directed staff to prepare a draft Cannabis Ordinance to permit the following activities:
  - a. Medicinal and Adult Use Cannabis Cultivation in the City's manufacturing zones with a 450-foot buffer from sensitive receptors (i.e., K-12 schools, day cares, and youth centers).
  - b. Medicinal and Adult Use Cannabis Manufacturing in the City's manufacturing zones with a 450-foot buffer from sensitive receptors.
  - c. Medicinal and Adult Use Cannabis Distribution in the City's manufacturing zones with a 450-foot buffer from sensitive receptors.
  - d. Medicinal and Adult Use Cannabis Laboratory Testing in the City's commercial and manufacturing zones with a 450-foot buffer from sensitive receptors.
3. On August 6, 2018, City Council also discussed retail permits (both storefront and non-storefront delivery only) and microbusiness permits; however, staff did not receive direction to move forward with allowing any retail or microbusiness permits.
4. On September 17, 2018, the City Council reviewed an outline of the draft Cannabis Ordinance. The City Council directed staff to make certain refinements to the language and to advance the draft Cannabis Ordinance and code amendment to the Planning and Preservation Commission for initial consideration.
5. On October 2, 2018, an initial Public Hearing was held by the Planning and Preservation Commission to consider Code Amendment No. 2018-002. Subsequent to the presentation and consideration of public comment, the Planning and Preservation Commission opened and continued the Public Hearing to November 7, 2018.
6. On November 7, 2018, the Planning and Preservation Commission resumed its public hearing. Following a presentation and consideration of public comment, the Planning and Preservation Commission approved Resolution 2018-009 (Attachment "B") recommending

**Consideration to Adopt an Ordinance Amending the San Fernando Municipal Code Pertaining to Citywide Medicinal and Adult Use Commercial Cannabis Prohibitions and Regulations**Page 3 of 6

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to the City Council adoption of the proposed Code Amendment No. 2018-002. Notably, the Planning and Preservation Commission approved an additional recommendation that Code Amendment No. 2018-002 be amended to include the regulation of non-storefront retail delivery services and microbusinesses (excluding storefront retail).

7. On December 20, 2018, a Public Hearing notice was published in the print and online versions of the legal advertisement section of the *San Fernando Valley Sun* (Attachment "C") regarding this Public Hearing of January 7, 2018. In addition, copies of the Public Hearing notice were posted at the two City Hall bulletins no less than 72 hours prior to the public hearing.

**ANALYSIS:**Proposed Code Amendment No. 2018-002.

The proposed Code Amendment would amend San Fernando Municipal Code Chapter 22 (Business) and Chapter 106 (Zoning) to prohibit medicinal and adult use commercial cannabis retail, both storefront dispensaries and non-storefront delivery services citywide. The proposed Code Amendment would prohibit microbusinesses as well.

In terms of permissible uses, the proposed code amendment would amend the Municipal Code to establish regulations and a discretionary review process for the allowance of medicinal and adult use commercial cannabis cultivation, distribution, and manufacturing in the M-1 (Limited Industrial) and M-2 (Light Industrial) manufacturing zones, and the Workplace Flex District within the San Fernando Corridors Specific Plan (SP-5) zone.

Second, it would establish regulations and a discretionary review process for the allowance of medicinal and adult use commercial cannabis laboratory testing in both commercial zones, including the C-1 (Limited Commercial), C-2 (Commercial), and SC (Service Commercial) zones, and industrial zones, including the M-1 (Limited Industrial) and M-2 (Light Industrial) manufacturing zones, and the Workplace Flex, Mixed-Use Corridor and Auto Commercial Districts within the SP-5 zone. Allowance within the Workplace Flex, Mixed-Use Corridor and Auto Commercial Districts within the SP-5 zone would be consistent with where current SP-5 regulations conditionally permit non-cannabis laboratories.

All businesses would be subject to a 450-foot buffer from day cares, youth centers, and K-12 public and private schools (Attachment "E"). Code Amendment No. 2018-002 would also establish regulations for medicinal-only commercial cannabis deliveries made in the City that originate from outside of the City's boundaries.

Lastly, the proposed code amendment includes additional City Council directed items such as an anti-lobbying provision, a point system for evaluating applications that takes into account

**Consideration to Adopt an Ordinance Amending the San Fernando Municipal Code Pertaining to Citywide Medicinal and Adult Use Commercial Cannabis Prohibitions and Regulations**

Page 4 of 6

both community benefits offered by the applicant and labor peace agreements in place for the applicant, and increased opportunities for labor peace agreements for cannabis businesses with ten or more employees.

Planning and Preservation Commission Recommendations.

After lengthy discussion, the Planning and Preservation Commission ("Commission") ultimately approved Resolution No. 2018-009 recommending to the City Council adoption of the proposed Code Amendment No. 2018-002. However, the Commission's motion recommended two amendments to the City Council's original proposal. First, while the proposed Cannabis Ordinance prohibited medicinal and adult use commercial cannabis retail uses (both storefront dispensaries and non-storefront delivery services), the Commission recommended an amendment to permit and regulate non-storefront retail (i.e., delivery only) services within the City. Second, the Commission recommended an amendment from the original proposal to also permit and regulate microbusinesses (excluding storefront retail).

If the City Council desires to incorporate any changes to Code Amendment No. 2018-002, such as the amendments recommended by the Commission, then such changes can be included as part of the motion for this first reading. Prior to the second and final reading, such changes will be incorporated into the language of the Code Amendment for City Council review and approval.

Next Steps and Tentative Schedule.

After the City Council has provided direction regarding the final parameters of the Code Amendment, staff will prepare next steps required for administering and implementing the Cannabis Program. This includes finalizing and detailing the application process and forms, cannabis business and employee permits, and proposing application processing fees to be established to cover the costs incurred by the City. Establishing new permit application fees will require the City Council to adopt a resolution.

Following the first reading of the proposed Code Amendment, staff proposes working with the Cannabis Ad Hoc Committee (Mayor Fajardo and Vice Mayor Ballin) to review the application process, forms, and fees, and to make a recommendation to the full City Council for each. Subsequently, the permit and discretionary review process and fees will be presented to City Council under a separate resolution.

The tentative implementation schedule for the Cannabis Program is as follows:

January 7, 2019	City Council consideration of first reading of Ordinance
January 2019	Ad Hoc Committee to review proposed application process, forms, and fees

## Consideration to Adopt an Ordinance Amending the San Fernando Municipal Code Pertaining to Citywide Medicinal and Adult Use Commercial Cannabis Prohibitions and Regulations

Page 5 of 6

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February 19, 2019	City Council consideration of second reading of Ordinance and Resolution approving application process and fees
March 18, 2019	Applications available
April 29, 2019	Applications due
May 2019 / June 2019	Application review
June 2019	Applicant interviews
July 2019 / August 2019	Applicants apply for Conditional Use Permit (CUP) and Development Agreement (DA)
Fall 2019	Entitlements/Permits Issued

### Environmental Determination.

In order to approve a proposed code amendment, the City Council is required to make certain findings. With regards to environmental review, the proposed code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) because the code amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, does not constitute a “project,” and has no potential for causing a significant effect on the environment. Further, Business and Professions Code Section 26055(h) exempts from CEQA local ordinances, such as the proposed code amendment, that authorizes commercial cannabis activity through discretionary review and approval, which this code amendment requires.

### **BUDGET IMPACT:**

Establishing a cannabis program would likely generate both revenue and administration costs for the City. There will be a non-refundable application fee required from each applicant before the City starts processing a permit application. This fee will be set to fully recover the cost of City resources to process, review, and vet each application and applicant. There will also be user fees required for any planning and building permits required for facility improvements. These are one-time fees for which the City is limited to merely cost recovery.

In addition to one-time fees, the City can generate revenue through implementing new cannabis related taxes. These would be on-going revenues to be used to offset on-going costs associated with regulation and oversight of a cannabis program as well as provide funding for community benefits and other community programs and projects. Potential tax structures for

**Consideration to Adopt an Ordinance Amending the San Fernando Municipal Code Pertaining to Citywide Medicinal and Adult Use Commercial Cannabis Prohibitions and Regulations**Page 6 of 6

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each type of activity remain to be defined. Pursuant to state law, establishing new taxes would need to be approved by voters at a general election. If directed to move forward, staff will work closely with HdL and City Council to develop proposed tax structures and could present the proposed taxes to voters for approval at a general election in November 2020.

However, the City will exercise the development agreement process to generate on-going revenues in the interim prior to the implementation of a tax. The specific amount would be established on a case-by-case basis.

Net revenue generated by a cannabis program ranges widely depending on the activities supported by the City. Projected net revenue ranges from is \$91,500 per year to \$710,000 per year depending on the approved activities and number of permits. Projected net revenue generated from a cannabis program would be available to fund priority items identified in the community survey.

**CONCLUSION:**

Following the Public Hearing and consideration of any public comment, staff recommends that the City Council approve the first reading of the attached Ordinance, including any amendments, to establish Citywide Medicinal and Adult Use Commercial Cannabis Prohibitions and Regulations.

**ATTACHMENTS:**

- A. Ordinance No. 1683
- B. Planning Commission Resolution No. 2018-009
- C. Notice of Public Hearing (Published)
- D. 450-Foot Buffer Map

**ATTACHMENT “A”****ORDINANCE NO. 1683  
(CODE AMENDMENT NO. 2018-002)****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO AMENDING CHAPTER 22 (BUSINESSES)  
AND CHAPTER 106 (ZONING) TO REGULATE  
COMMERCIAL CANNABIS CULTIVATION, DISTRIBUTION,  
MANUFACTURING, AND LABORATORY TESTING WITHIN  
CERTAIN SPECIFIED ZONES AND PROHIBIT  
COMMERCIAL CANNABIS RETAIL (DISPENSARIES AND  
DELIVERIES) AND MICROBUSINESSES CITYWIDE EXCEPT  
PERMITTED CANNABIS DELIVERY ACTIVITIES  
ORIGINATING FROM LICENSED ESTABLISHMENTS  
OUTSIDE OF THE CITY’S BOUNDARIES**

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (“CUA”), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.”;

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.) (“MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances;

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers;

WHEREAS, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis;

WHEREAS, on July 19, 2016, the City Council of the City (the “City Council”) adopted Interim Urgency Ordinance No. 2889 to establish a temporary moratorium on medical “commercial cannabis activities,” as defined under the MMRSA and in Section 1.4 of this Agreement, for a period of 45 days and extended such moratorium for an additional period of 22 months and 15 days under Interim Urgency Ordinance No. 2894, on August 16, 2016;

WHEREAS, on August 2, 2016 the City Council adopted Ordinance No. 2890 to reinforce existing permanent prohibitions on medical marijuana dispensaries and cultivation;

WHEREAS, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees;

WHEREAS, On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a).). Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants. On November 15, 2016, the City Council adopted Urgency Ordinance No. 2902 to prohibit outdoor personal marijuana cultivation and establish regulations and a permitting process for indoor personal marijuana cultivation;

WHEREAS, AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products;

WHEREAS, on June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94. SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”) to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as “medicinal cannabis” and nonmedical/recreational cannabis as “adult-use cannabis”;

WHEREAS, MAUCRSA grants local jurisdictions discretion to ban or regulate commercial cannabis activities within their borders.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** The facts set forth in the recitals above are true and correct and incorporated into the body of this Ordinance by this reference.

**SECTION 2.** Division 18 (Medical Marijuana/Cannabis Prohibitions) of Article VI

(General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby renamed and amended to read as follows:

## **Division 18 – Commercial Cannabis Zoning**

### **Section 106-1511 – Prohibition.**

Sections 22-496, 22-497, and 22-498 of this Code notwithstanding, the establishment or operation of commercial cannabis microbusinesses and retail businesses (including storefront and non-storefront establishments) is expressly prohibited in all zones throughout the City.

### **Section 106-1512 – Authorized Activities.**

Commercial cannabis cultivation, manufacturing, distribution, and laboratory testing shall only be authorized or permitted through a conditional use permit and development agreement and in accordance with the provisions of Article IX (Commercial Cannabis Activity) of Chapter 22 (Businesses) of this Code in the specific areas identified in Section 22-487 and identified in Exhibit “A” to City Council Ordinance No.\_\_\_\_\_. Commercial cannabis cultivation, manufacturing, distribution, and laboratory testing not authorized or permitted under Article IX (Commercial Cannabis Activity) shall constitute a public nuisance and may be summarily abated by the City pursuant to California Code of Civil Procedure Section 731 and Article V (Nuisances) of Chapter 1 (General Provisions and Penalties) of this Code. The City hereby reserves all rights of enforcement against illegal commercial cannabis activities.

**SECTION 3.** Subsection (b) of Section 22-64 (Unlawful Businesses Not Authorized) of Division I (Generally) of Article II (Licensing) of Chapter 22 (Business) of the San Fernando Municipal Code is hereby amended to read as follows:

(b) No license shall be issued under this article relating to the establishment and/or operation of any business relating to adult-use or medicinal "commercial cannabis activity," as such term is defined in subdivision (k) of California Business and Professions Code section 26001 and as the same may be amended from time to time, unless such business fulfills the licensing and regulatory requirements set forth in Article IX (Commercial Cannabis Activity) of Chapter 22 (Businesses) of this Code.

**SECTION 4.** Chapter 22 (Businesses) of the San Fernando Municipal Code is hereby amended by the addition of a new Article IX (Commercial Cannabis Activity), which shall read as follows:

## **Article IX – Commercial Cannabis Activity**

### **Section 22-463 – Purpose and Intent.**

It is the purpose and intent of this Article IX to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act and associated legislation and regulations as may be adopted from time to time (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by

the Control, Tax & Regulate the Adult Use Cannabis Act (“AUMA” or “Proposition 64” passed by California voters in 2016), while imposing sensible regulations on the use of land to protect the City’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Article IX to regulate commercial cannabis activities and cannabis/cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law. It is the further purpose of intent of this Article IX to require all commercial cannabis operators to obtain and renew annually a permit to operate within the City. Nothing in this Article IX is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or federal law. The provisions of this Article IX are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, City, or other law.

#### **Section 22-464 – Legal Authority.**

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of MAUCRSA, any subsequent state legislation and/or regulations regarding same, the City of San Fernando is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State, or any of its departments or divisions, shall be the minimum standards applicable in the City to all commercial cannabis activity. Should any conflict arise between a state law or regulation and this Article IX in which such state law or regulation preempts local law, then the state law or regulation shall control.

#### **Section 22-465 – Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Article IX.**

Except as specifically authorized in this Article IX, commercial cannabis activities, including, without limit, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Bus. & Prof. Code Section 26090(e)), of cannabis or cannabis products is expressly prohibited in the City.

#### **Section 22-466 – Compliance with State and Local Laws.**

It is the responsibility of the owners and operators of the commercial cannabis business to ensure that it is, always, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Article IX shall be construed as authorizing any actions that violate federal, state law, or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, state, and local laws, including MAUCRSA, and any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures, or requirements which may be imposed as conditions of approval of the commercial cannabis business permit. Nothing in this Article IX shall be construed as authorizing any actions that violate laws regarding the operation of a commercial cannabis business.

**Section 22-467 – Definitions.**

When used in this Article IX, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- (a) “Applicant” means an owner applying for a City license pursuant to this Article IX.
- (b) “Batch” means a specific quantity of homogeneous cannabis or cannabis product that is one of the following types:
  - (1) “Harvest batch” means a specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.
  - (2) “Manufactured cannabis batch” means either of the following: An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures; or an amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.
- (c) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.
- (d) “Cannabis” means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Article IX, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.
- (e) “Cannabis accessories” has the same meaning as in Section 11018.2 of the Health and Safety Code.
- (f) “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or drug, as defined by Section 109925 of the Health and Safety Code.

- (g) “Cannabis product” means a product containing cannabis or cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this Article IX, “cannabis” does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.
- (h) “Cannabis products” has the same meaning as in Section 11018.1 of the Health and Safety Code.
- (i) “Canopy” means the designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time. (1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; (2) Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and if mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.
- (j) “Caregiver” or “primary caregiver” has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.
- (k) “Child resistant” means designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.
- (l) “City” means the City of San Fernando, a California general law city.
- (m) “City Manager” means the City Manager of the City of San Fernando or designee.
- (n) “Commercial cannabis activity” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products.
- (o) “Commercial cannabis business” means any business or operation which engages in medicinal or adult-use commercial cannabis activity.
- (p) “Commercial cannabis business permit” means a regulatory permit issued by the City of pursuant to this Article IX to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business’s ongoing compliance with all requirements of this Article IX and any regulations adopted by the City governing the commercial cannabis activity at issue.
- (q) “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

- (r) “Cultivation site” means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.
- (s) “Customer” means a natural person 21 years of age or over, or a natural person of suitable age who possesses a physician’s recommendation, or a medical marijuana identification card.
- (t) “Day care center” means has the same meaning as in Section 1596.76 of the Health and Safety Code.
- (u) “Delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Delivery” also includes the use by a retailer of any technology platform owned and controlled by the retailer.
- (v) [RESERVED]
- (w) “Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a retailer.
- (x) “Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.
- (y) “Distributor” means a person holding a valid commercial cannabis business permit for distribution issued by the City of San Fernando, and, a valid state license for distribution, required by state law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.
- (z) “Dried flower” means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- (aa) “Edible cannabis product” means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.
- (bb) “Fund” means the Cannabis Control Fund established pursuant to Section 26210.15 of the Business and Professions Code.
- (cc) “Kind” means applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.
- (dd) “Labeling” means any label or other written, printed, or graphic matter upon a cannabis product, upon its container.
- (ee) “Labor peace agreement” means an agreement between a licensee and any bona fide labor

organization that, at a minimum, protects the state's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the applicant's business. This agreement means that the applicant has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the applicant's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the applicant's employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under state law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.

- (ff) "Licensing authority" means the City of San Fernando who is the agency responsible for the issuance, renewal, or reinstatement of the local license, and authorized to take disciplinary action against the licensee.
- (gg) "Limited-access area" means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.
- (hh) "Live plants" means living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.
- (ii) "Local jurisdiction" means a city, county or city and county.
- (jj) "Lot" means a batch or a specifically identified portion of a batch.
- (kk) "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
- (ll) "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.
- (mm) "Manufacturer" means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.
- (nn) "Manufacturing site" means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of San Fernando and, a valid state license as required for manufacturing of cannabis products.
- (oo) "Medicinal cannabis" or "medicinal cannabis product" means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act

of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation.

- (pp) "Nonvolatile solvent" means any solvent used in the extraction process that is not a volatile solvent. For purposes of this Article IX, a nonvolatile solvent includes carbon dioxide (CO<sub>2</sub>) used for extraction and ethanol used for extraction or post-extraction processing.
- (qq) "Microbusiness" means the cultivation of cannabis on an area less than 10,000 square feet, by an entity authorized to act as a licensed distributor, Level 1 manufacturer, and retailer under state law, provided such licensee can demonstrate compliance with all requirements imposed by state law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the licensee engages in such activities.
- (rr) "Nursery" means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.
- (ss) "Operation" means any act for which licensure is required under the provisions of this Article IX, or any commercial transfer of cannabis or cannabis products.
- (tt) "Owner" means any of the following:
- (1) A person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.
  - (2) The Manager of a nonprofit or other entity.
  - (3) A member of the board of directors of a nonprofit.
  - (4) An individual who will be participating in the direction, control, or management of the business applying for a license, or who has a financial interest in the business other than a fixed lease of real property.
- (uu) "Package" means any container or receptacle used for holding cannabis or cannabis products.
- (vv) "Patient" or "qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.22
- (ww) "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
- (xx) "Person with an identification card" shall have the meaning given that term by California Health and Safety Code Section 11362.7.

- (yy) “Physician’s recommendation” means a recommendation by a physician and surgeon that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.
- (zz) “Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted.
- (aaa) “Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and nonmanufactured cannabis products.
- (bbb) “Purchaser” means the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.
- (ccc) “Retailer” means a commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale.
- (ddd) “Sell,” “sale,” and “to sell” include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.
- (eee) “State License” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.
- (fff) “Testing laboratory” means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following:
- (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.
  - (2) Licensed by the bureau.
- (ggg) “Topical cannabis” means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.
- (hhh) “Transport” means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same. Transport does not include deliveries of cannabis or cannabis products.

- (iii) “Unique identifier” means an alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.
- (jjj) “Youth center” means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor’s office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.
- (kkk) “Volatile solvent” means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

**Section 22-468 – Commercial Cannabis Business Permit, Conditional Use Permit, and Development Agreement Required to Engage in Commercial Cannabis Business.**

- (a) No person may engage in any permissible commercial cannabis activity within the City unless the person (1) has a valid commercial cannabis business permit from the City; (2) has a conditional use permit from the City; (3) has a development agreement with the City; (4) has a valid State of California commercial cannabis permit; and (5) is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial cannabis business and the commercial cannabis activities.
- (b) No permit shall be issued pursuant to this Article IX for outdoor commercial cannabis cultivation, which is prohibited. It is a violation of this Article IX for any person or entity to engage in any outdoor commercial cannabis cultivation of any kind.

**Section 22-469 – Cannabis Employee Permit Required.**

- (a) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable state law.
- (b) Any person who is an employee or who otherwise works within a commercial cannabis business must obtain a commercial cannabis employee work permit from the City prior to performing any work at any commercial cannabis business.
- (c) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the City Manager, and shall include, but not be limited to, the following information:
  - (1) Name, address, and phone number of the applicant.

- (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least twenty-one (21) years of age must be submitted with the application.
  - (3) Name, address of the commercial cannabis business where the person will be employed, and the name of the primary manager of that business.
  - (4) A list of any crimes enumerated in California Business and Professions Code Section 26057(b)(4) for which the applicant or employee has been convicted.
  - (5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing.
  - (6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the City Manager.
  - (7) A signed statement under penalty of perjury that the information provided is true and correct.
  - (8) If applicable, verification that the applicant is a qualified patient or primary caregiver.
  - (9) A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.
- (d) The City Manager shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:
- (1) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code sections 186.11, 470, 484, and 504a, respectively; or
  - (2) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or
  - (3) Was convicted of a violent felony, a crime of moral turpitude; or
  - (4) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

Discovery of these facts showing that the applicant is dishonest or has been convicted of those types of crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis

work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (d) (4) above for which the applicant has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the California Penal Code or (ii) a conviction that was subsequently dismissed pursuant to Sections 1203.4, 1203.4a, or 1203.41 of the California Penal Code or any other provision of state law allowing for dismissal of a conviction.

- (e) The City Manager shall issue the commercial cannabis work permit or a written denial to the applicant within thirty (30) days of the date the application was deemed complete. In the event the cannabis work permit cannot be issued within this time period, then the City Manager may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the City Manager that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the City Manager upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.
- (f) A work permit shall be valid for a twelve (12) month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in subsection (b) above including the payment of a renewal application fee in an amount to be set by resolution of the City Council.
- (g) In the event a person changes employment from one commercial cannabis business in the City to another, the work permit holder shall notify the City Manager in writing of the change within ten (10) days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the City.
- (h) The City may immediately revoke the commercial cannabis work permit should the permit holder be convicted of a crime listed in subsection (c) and (d) above or if facts become known to the City Manager that the permit holder has engaged in activities showing that he or she is dishonest.
- (i) The City Manager is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.
- (j) The applicant may appeal the denial or revocation of a commercial cannabis work permit by filing a notice of appeal with the City Clerk within ten (10) days of the date the applicant received the notice of denial; which appeal shall be conducted as set forth in Section 22-478 of this Article IX.
- (k) The City Manager shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

#### **Section 22-470 – Maximum Number and Type of Authorized.**

The number of each type of commercial cannabis business that shall be permitted to operate in the City may be established by resolution by the City Council.

**Section 22-471 – Initial Application Procedure.**

- (a) The City Manager is authorized to adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the City Manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria (“Review Criteria”). The City Manager shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, conduct initial evaluations of the applicants. Additional points shall be awarded to applicants with ten (10) or more employees who commit to enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement, as defined in Business and Professions Code Section 26001(x).
- (b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.
- (c) After the initial review, ranking, and scoring under the Review Criteria, the City Manager will make a final determination in accordance with this section.
- (d) The application procedure process shall include a component on community benefits. Any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the city’s approval, if and when an operating permit is issued. Such terms and conditions shall be in addition to the requirements of this Article IX. Community benefits shall include, but not be limited to: in-kind donations; sponsorship of community events; support, financial or otherwise, for special community events such as fairs, afterschool programs, youth centers, Boys and Girls Clubs, local schools whether public or private; school athletic programs; school clubs; community centers, senior centers and senior living facilities, and parks and recreation.
- (e) The City reserves the right to reject any or all applications. Prior to permit issuance, the City may also modify, postpone, or cancel any request for applications, or the entire program under this Article IX, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Article IX, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided a failure to comply with other requirements in this Article IX, an application RISKS BEING REJECTED for any of the following reasons:
  - (1) Proposal received after designated time and date.
  - (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
  - (3) Proposal considered not fully responsive to this request for permit application.

**Section 22-472 – Personnel Prohibited from Holding a License or Employee Work Permit.**

Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular in which any of the following actions or notices have been issued in non-compliance, shall be prohibited from holding a cannabis commercial license or employee work permit in the City. In addition, the following shall be grounds for denial of a local license or employee work permit:

- (1) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;
- (2) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with Chapter 106 or other City ordinances, codes, or requirements in which they failed to discontinued operating in a timely manner;
- (3) Evidence that the applicant was in non-compliance of properly paying federal, state or local taxes and/or fees when notified by the appropriate agencies;
- (4) Applicant has previously conducted commercial cannabis activity in the City in violation of local and state law.
- (5) No person shall be issued a commercial cannabis permit to operate who enters into an agreement to lease, sublease or any other agreement, regardless of whether it is verbally or in writing to any terms of use of the premises from a property owner, commercial broker or any third party, that is in violation of Section 22-472 unless that property is leased at fair market value and such lease, sublease or agreement does not have any terms or conditions for the cannabis permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City. In addition, all leases, subleases, or other agreements must be based a monthly rate.

**Section 22-473 – Expiration of Commercial Cannabis Permits.**

Each commercial cannabis business permit issued pursuant to this Article IX shall expire twelve (12) months after the date of its issuance. Commercial cannabis permits may be renewed as provided in Section 22-475.

**Section 22-474 – Revocation of Permits.**

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to Section 22-476, or pursuant to any policy, procedure or regulation in this Article IX.

**Section 22-475 – Renewal Applications.**

- (a) An application for renewal of a commercial cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.

- (b) The renewal application shall contain all the information required for new applications.
- (c) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Article IX.
- (d) An application for renewal of a commercial cannabis business permit shall be rejected if any of the following exists:
  - (1) The application is filed less than sixty (60) days before its expiration.
  - (2) The commercial cannabis business permit is suspended or revoked at the time of the application.
  - (3) The commercial cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.
  - (4) The commercial cannabis business has failed to conform to the requirements of this Article IX, or of any regulations adopted pursuant to this Article IX.
  - (5) The permittee fails or is unable to renew its State of California license.
  - (6) If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Article IX, of the City Ordinance, or of the state rules and regulations, and the City or state has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.
- (e) The City Manager is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager shall be conducted pursuant to Sections 22-477 through 22-479.
- (f) If a renewal application is rejected, a person may file a new application pursuant to this Article IX no sooner than one (1) year from the date of the rejection.

#### **Section 22-476 – Effect of State License Suspension, Revocation, or Termination.**

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates, or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City.

#### **Section 22-477 – Appeals.**

Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Article IX from a decision of the City Manager, the appeal shall be conducted as prescribed in this Article IX.

**Section 22-478 – Written Request for Appeal.**

- (a) Within ten (10) calendar days after the date of a decision of the City Manager to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.
- (b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

**Section 22-479 – Appeal Hearing.**

- (a) Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the City.
- (b) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- (c) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- (d) The decision of the City Council shall be final.

**Section 22-480 – Permittee Selection Process.**

- (a) The City Manager shall adopt a procedure guideline and Review Criteria by which the top applicants in each category of each commercial cannabis business shall be evaluated in a final determination by the City Manager.
- (b) Official issuance of the commercial cannabis business permit(s), however, is conditioned upon the prevailing candidate(s) obtaining all required land use approvals. Following the City Manager's selection, the prevailing candidate(s) shall apply to the City's Community Development Department to obtain any required land use approvals or entitlements for the permittee's location, including, without limit a conditional use permit and development agreement. Land use approvals shall include compliance with all applicable provisions of CEQA. The City Manager shall formally issue the commercial cannabis business permit(s) once the Community Development Director or his/her designee(s) affirms that all of the required land use approvals have been obtained.
- (c) The City Manager shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. The City Manager's

decision as to the selection of the prevailing candidates shall be final, pending an appeal to the City Council, if such an appeal is filed.

- (d) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of twelve (12) months and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this Article IX and of the permit, have been complied with and until a state license is available and obtained by the operator.
- (e) Notwithstanding anything in this Article IX to the contrary, the City Manager reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permits term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Article IX.
- (f) If an application is denied, a new application may not be filed for one (1) year from the date of the denial.
- (g) Each person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the City Council, to recover the costs of administering the commercial cannabis business permit program created in this Article IX.

#### **Section 22-481 – Change in Location; Updated Registration Form.**

- (a) Any time the permitted commercial cannabis business location specified in the regulatory permit is changed, the applicant shall re-register with the City Manager. The process and the fees for re-registration shall be the same as the process and fees set forth for registration in Sections 22-475(c) and 22-482(a), as applicable.
- (b) Within fifteen (15) calendar days of any other change in the information provided in the registration form or any change in status of compliance with the provisions of this Article IX, including any change in the commercial cannabis business ownership or management members, the applicant shall file an updated registration form with the City Manager for review along with a registration amendment fee, as set forth in Sections 22-475(c) and 22-482(a), as applicable.
- (c) The applicant shall not commence any commercial cannabis activity at a proposed changed location until fully complying with this Section 22-481 and this Article IX and obtaining written authorization to commence such activity from the City Manager. The City reserves all rights to require additional licenses or permits, including land use entitlements, for the proposed change in location of a permitted commercial cannabis business.

#### **Section 22-482 – Transfer of Cannabis Business Permit.**

- (a) The owner of a cannabis business permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager or his/her designee in accordance with all provisions of this Article IX (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee), and the City Manager or his/her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this Article IX.
- (b) Commercial cannabis business permits issued through the grant of a transfer by the City Manager shall be valid for a period of one (1) year beginning on the day the City Manager approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Article IX.
- (c) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than fifty-one percent (51%) of the original ownership), must be approved by the City Manager through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.
- (d) A permittee may change the form of business entity without applying to the City Manager for a transfer of permit, provided that either:
  - (1) The membership of the new business entity is substantially similar to original permit holder business entity (at least fifty-one percent (51%) of the membership is identical), or
  - (2) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA and to comply with Section 22-468(b), provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City permit application) of the original permittee entity are the same as the new business entity.Although a transfer is not required in these two circumstances, the permit holder is required to notify the City Manager in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.
- (e) No commercial cannabis business permit may be transferred when the City Manager has notified the permittee that the permit has been or may be suspended or revoked.
- (f) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

### **Section 22-483 – City Business License.**

Prior to commencing operations, a commercial cannabis business shall obtain a City of San Fernando business license.

#### **Section 22-484 – Building Permits and Inspection.**

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the Fire Department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.

#### **Section 22-485 – Certification from Community Development Director.**

Prior to commencing operations, a commercial cannabis business must obtain a certification from the Community Development Director or designee certifying that the business is located on a site that meets all of the requirements of Chapter 106 of this Code and Section 22-487.

#### **Section 22-486 – Right to Occupy and to Use Property.**

As a condition precedent to the City's issuance of a commercial cannabis business permit pursuant to this Article IX, any person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Article IX and consents to the operation of the commercial cannabis business on the owner's property.

#### **Section 22-487 – Location and Design of Cannabis Businesses.**

Cannabis businesses permitted to engage in commercial cultivation, distribution, manufacturing, or testing laboratories, for cannabis and cannabis products are subject to the following zoning and locational requirements and in compliance with the buffer map attached as Exhibit "A" to City Council Ordinance No. \_\_\_\_.

- (a) Cultivation, manufacturing, and distribution require a City conditional use permit and development agreement and must be located in areas designated for manufacturing uses within the M-1 (Limited Industrial) and M-2 (Light Industrial) manufacturing zones and the Workplace Flex District within the San Fernando Corridors Specific Plan (SP-5) zone.
- (b) Laboratory testing requires a City conditional use permit and development agreement and must be located in areas designated for commercial or manufacturing uses within the M-1 (Limited Industrial) and M-2 (Light Industrial) zones, the Workplace Flex, Mixed-Use Corridor, and Auto Commercial Districts within the San Fernando Corridors Specific Plan (SP-5) zone, and the C-1 (Limited Commercial), C-2 (Commercial), and SC (Service Commercial) commercial zones.
- (c) No business authorized under this Article IX shall be located within four hundred fifty (450) feet of a parcel containing the following, which shall be measured in the same manner as

provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law:

- (1) A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);
- (2) Licensed day care; or
- (3) Youth center.

(d) Each proposed cannabis business project shall:

- (1) Conform with the City 's general plan, any applicable specific plans, master plans, and design requirements.
- (2) Comply with all applicable zoning and related development standards.
- (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
- (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
- (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
- (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

#### **Section 22-488 – Limitation on City's Liability.**

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this Article IX or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

- (a) Execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City , and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City 's issuance of the commercial cannabis business permit, the City's decision to approve the operation of the commercial cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.
- (b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager.
- (c) Reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of San Fernando may be required to pay as a result of any legal challenge related to the City's approval of the applicant's commercial cannabis business permit, or related to the City's approval of a commercial cannabis activity. The

City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

#### **Section 22-489 – Records and Recordkeeping.**

- (a) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Article IX), or at any time upon reasonable request of the City, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager.
- (b) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the City Manager upon a reasonable request.
- (c) Each commercial cannabis business shall maintain a record of all persons, patients, collectives and primary caregivers served by the commercial cannabis business, for a period of no less than four (4) years unless otherwise prescribed by MAUCRSA.
- (d) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.
- (e) Each commercial cannabis business shall allow the City officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

#### **Section 22-490 – Security Measures.**

- (a) A permitted commercial cannabis business shall implement sufficient security measures to

deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the City Manager or legislative body, these security measures shall include, but shall not be limited to, all of the following:

- (1) Alarm system (perimeter, fire, and panic buttons).
- (2) Remote monitoring of alarm systems by licensed security professionals.
- (3) Perimeter lighting systems (including motion sensors) for after-hours security.
- (4) Perimeter security and lighting as approved by the Police Chief and Director of the Community Development Department or their designees.
- (5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.
- (6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.
- (7) Except for live growing plants which are being cultivated at a cultivation operation, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.
- (8) Installing twenty-four (24) hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager, and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the San Fernando Police Department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the San Fernando Police

Department.

- (9) Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (10) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to San Fernando Police Department dispatch and shall be configured to immediately alert dispatch for the San Fernando Police Department.
- (11) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (12) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.
- (13) Security personnel shall be on-site twenty-four (24) hours a day or alternative security as authorized by the City Manager, and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the Chief of Police.
- (14) Each commercial cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- (15) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the commercial cannabis business; or (b) a licensed security professional.
- (16) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.
- (17) Each commercial cannabis business shall demonstrate to the Chief of Police, City Manager, compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.
- (18) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.
- (19) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
- (20) Emergency access and emergency evacuation plans that are in compliance with state

and local fire safety standards.

- (b) Each commercial cannabis business shall identify a designated security representative/liaison to the City, who shall be reasonably available to meet with the City Manager regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager upon request that meets the following requirements:
- (1) Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.
  - (2) Identifies all managers of the commercial cannabis business and their contact phone numbers
  - (3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.
  - (4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company twenty-four (24) hours a day, seven (7) days a week, and provides contact information for each licensed security company.
  - (5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business' control.
  - (6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these areas are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.
- (c) As part of the application and permitting process each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.
- (d) The commercial cannabis business shall cooperate with the City whenever the City Manager makes a request, with or without prior notice, unless required by law, to inspect or audit the effectiveness of any security plan or of any other requirement of this Article IX.
- (e) A commercial cannabis business shall notify the City Manager within twenty-four (24) hours after discovering any of the following:
- (1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City.
  - (2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis

business or any agent or employee of the commercial cannabis business

(3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.

(4) Any other breach of security.

(f) Compliance with the foregoing requirements shall be verified by the City Manager prior to commencing business operations. The City Manager may supplement these security requirements once operations begin.

#### **Section 22-491 – Restriction on Alcohol and Tobacco Sales.**

(a) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.

(b) No person shall cause or permit the sale of tobacco products on or about the premises of the commercial cannabis business.

(c) No person shall consume cannabis, cannabis products, tobacco or alcohol on the premises of any commercial cannabis business.

#### **Section 22-492 – Fees and Charges.**

(a) No person may commence or continue any commercial cannabis activity in the City without first timely paying in full all fees and charges required for the operation of a commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the City Council which may be amended from time to time.

(b) All commercial cannabis businesses authorized to operate under this Article IX shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial cannabis business shall cooperate with City with respect to any reasonable request to audit the commercial cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

(c) Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into a development agreement with the city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Article IX, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

#### **Section 22-493 – General Operating Requirements.**

- (a) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the City. No person under the age of twenty-one (21) shall operate, or be issued a permit for, a commercial cannabis business of any kind.
- (b) Restriction on Consumption. Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.
- (c) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (d) Reporting and Tracking of Product and of Gross Sales. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The commercial cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager prior to being used by the permittee.
- (e) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- (f) Emergency Contact. Each commercial cannabis business shall provide the City Manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.
- (g) Signage and Notices.
  - (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City ordinance, including, but not limited to, seeking the issuance of a City sign permit.
  - (2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
  - (3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.
  - (4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a

person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards or other prohibited signs may be used at any time.

(6) In accordance with state law and regulations or as stipulated in the City of San Fernando regulatory permit, holders of a commercial cannabis business permit shall agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial cannabis business located in the City of San Fernando utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a commercial cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(h) Minors.

(1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Article IX for any person to employ any person at a commercial cannabis business who is not at least twenty-one (21) years of age.

(2) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.

(i) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

- (j) Display of Permit and City Business License. The original copy of the commercial cannabis business permit issued by the City pursuant to this Article IX and the City issued business license shall be posted inside the commercial cannabis business in a location readily-visible to the public.
- (k) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of San Fernando's Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police or his/her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.
- (l) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- (m) Permits and other Approvals. Prior to the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate, including, without limit, a conditional use permit and development agreement.
- (n) Each commercial cannabis operator shall establish minimum training standards for all employees. The City Manager shall have the discretion to require other training for the business operations should the City identify deficiencies or non-compliance issues with city or state requirements.

#### **Section 22-494 – Other Operational Requirements.**

The City Manager may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.

#### **Section 22-495 – Store Front Retail, Non-Store Front Retail, and Microbusinesses**

**Prohibited.**

- (a) Unless otherwise authorized under this Article IX, the establishment or operation of commercial cannabis microbusinesses and retail businesses (including storefront and non-storefront establishments) is expressly prohibited on any property located in the City of San Fernando pursuant and shall be subject to all applicable enforcement.
- (b) It shall be unlawful for any person, limited liability company, corporation, collective, cooperative or any other entity to manage or operate a cannabis storefront or non-storefront facility in which customers are permitted on the premises or in which deliveries are made for which it will sell, exchange, barter, transfer, and/or promote, any cannabis or cannabis products in the City for commercial purpose unless they have been issued a commercial cannabis permit pursuant to this Article IX and authorized to conduct such activities.

**Section 22-496 – Operating and Permitting Requirements for Out of City Commercial Cannabis/Cannabis Products Delivery Services.**

- (a) A duly licensed storefront retailer, non-storefront retailer (delivery), and/or microbusiness with its principal place of business or base of operations located outside of the City shall not effectuate deliveries of cannabis or cannabis products in the City unless first obtaining a delivery permit from the City to conduct deliveries of cannabis or cannabis products.
- (b) Drivers conducting cannabis or cannabis products deliveries within the City pursuant to a valid City delivery license shall maintain a copy of such City-issued permit within the authorized delivery vehicle at all times while conducting such deliveries. The City reserves the right to require the display of a permit sticker or other similar adhesive demonstrating proper City licensing for deliveries.
- (c) Operating hours of the delivery service shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven (7) days a week, unless specified otherwise in the City-issued permit.
- (d) The delivery of cannabis or cannabis products into the City shall only be conducted by duly licensed cannabis retailers located outside of the City which hold a valid retailer license from the State of California and a valid local agency cannabis retailer license or other authorization for commercial cannabis retail activity.
- (e) A delivery employee of a licensed cannabis delivery service, carrying cannabis goods for delivery, shall only travel in an enclosed motor vehicle operated by the delivery employee or another delivery employee of the licensee.
- (f) All deliveries of cannabis or cannabis products must be performed by a delivery driver at least twenty-one (21) years of age employed by a licensed cannabis retailer.
- (g) A licensed delivery service shall not use the services of an independent contractor, courier service, or use a personal vehicle to deliver cannabis or cannabis products.
- (h) All deliveries of cannabis or cannabis products shall be made by a natural person. Cannabis

goods shall not be delivered by unmanned vehicles or devices.

- (i) A delivery employee of a licensed retailer shall during the deliveries, carry a copy of the retailer's current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.
- (j) The licensed delivery service shall maintain an accurate list of the cannabis retailer's delivery employees.
- (k) While carrying cannabis or cannabis products for delivery, a delivery employee of a licensed cannabis delivery service shall ensure the cannabis goods are not visible to the public.
- (l) Licensed delivery services must have proper shipping manifest documentation which includes the following information:
  - (1) The name of the licensee;
  - (2) The names of the authorized drivers;
  - (3) The type and quantity or amount of cannabis goods being transported;
  - (4) Any unique identifiers issued by the Department of Food and Agriculture;
  - (5) The quantity and weight or amount of cannabis or cannabis products being transported;
  - (6) The time and location of departure;
  - (7) The time and location of the expected arrival; and
  - (8) The make, model and license plate number of the vehicle.
- (m) While making deliveries, an employee of a delivery services shall not carry goods in excess of ten thousand dollars (\$10,000) at any time. This value shall be determined using the retail price of all cannabis goods carried by the delivery service.
- (n) While being transported, cannabis, or cannabis products shall be locked in a box that is secured to the inside of the vehicle.
- (o) Vehicles used to deliver cannabis must be non-conspicuous and shall not display signs, logos, pictures, or any other form of advertisement which can be detectable by a bystander or observer that the cannabis delivery vehicle may be used or is carrying cannabis or cannabis products in the vehicle.
- (p) Employees conducting deliveries shall verify the identity of the qualified patient or primary caregiver recipient of the cannabis or cannabis products in accordance with MAUCRSA.

#### **Section 22-497 – Vehicle Requirements for Commercial Cannabis Delivery Services.**

Prior to commencing operations, an out of City retail delivery service shall provide the following information to the City:

- (a) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products pursuant to a City delivery permit.
- (b) The year, make, model, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.
- (c) Proof of insurance for any and all vehicles being used to deliver cannabis or cannabis products.
- (d) The licensee shall provide the City with the information required by this section in writing for any new vehicle that will be used to deliver cannabis goods prior to using the vehicle to deliver cannabis or cannabis products pursuant to a City delivery permit.
- (e) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days of any such changes.

**Section 22-498 – Delivery Locations Prohibitions and Customers for Commercial Cannabis Deliveries.**

Commercial cannabis delivery businesses with a principal place of business or base of operations located outside of the City permitted to engage in delivery of cannabis and cannabis products inside the City are subject to the following requirements:

- (a) Deliveries of must be made to physical addresses within the City.
- (b) A City-licensed commercial cannabis delivery businesses shall not deliver cannabis or cannabis products to an address located on publicly owned land or an address on land or in a building leased by a public agency.
- (c) A City-licensed commercial cannabis delivery businesses shall not deliver cannabis or cannabis products to any location not authorized for delivery pursuant to the local delivery license issued by the local jurisdiction authorizing such deliveries.
- (d) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the cannabis delivery.

**Section 22-499 – Operating Requirements for Commercial Cultivation.**

- (a) Outdoor commercial cannabis cultivation is prohibited.
- (b) In no case shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian

habitat protection, agricultural discharges, and similar matters.

- (d) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (e) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (f) All applicants for a cannabis cultivation permit shall submit to the following in addition to the information generally otherwise required for a commercial cannabis business:
  - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
  - (2) A description of a legal water source, irrigation plan, and projected water use.
  - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
  - (4) Plan for addressing odor and other public nuisances that may derive from the cultivation site.

#### **Section 22-500 – Operating Requirements for Distributors.**

- (a) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premise. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Section 5000(c) of Division 42 of Title 16 of the California Code of Regulations.
- (b) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.
- (c) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.
- (d) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of

Regulations.

- (e) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the recording shall be maintained for one hundred eighty (180) days pursuant to Section 5305 of Division 42 of Title 16 of the California Code of Regulations. The recordings shall be made available to state and local authorities.
- (f) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Sections 5705, 5710 and 5714 of the California Code of Regulations.

**Section 22-501 – Operating Requirements for Testing Laboratories.**

- (a) Testing laboratories shall conduct all testing in accordance with Business and Professions Code Section 26100, and other state and local law, as may be amended from time to time. Each testing laboratory shall be subject to additional regulations as determined from time to time as more regulations are developed under this Article IX and any subsequent State of California law or regulation regarding the same.
- (b) Testing laboratories shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.
- (c) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau.
- (d) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the Bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau.
- (e) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.
- (f) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.
- (g) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing laboratory shall not certify samples from a qualified patient

or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

### **Section 22-502 – Operating Requirements for Cannabis Manufacturers.**

- (a) Cannabis manufacturing shall only be permitted pursuant to this Article IX and state law.
- (b) Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount which is approved by the Fire Department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of tanks as authorized by the Fire Department on the property at any time.
- (c) Cannabis Manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.
- (d) If an extraction process uses a professional grade closed loop CO<sub>2</sub> gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO<sub>2</sub> must be of at least ninety-nine percent (99%) purity.
- (e) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.
- (f) Certification from an engineer licensed by the State, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:
  - (1) The American Society of Mechanical Engineers (ASME);
  - (2) American National Standards Institute (ANSI);
  - (3) Underwriters Laboratories (UL); or
  - (4) The American Society for Testing and Materials (ASTM).
- (g) The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.
- (h) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference

Codes.

- (i) Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.
- (j) Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.
- (k) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.
- (l) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

#### **Section 22-503 – Promulgation of Regulations, Standards, and Other Legal Duties.**

- (a) In addition to any regulations adopted by the City Council, the City Manager is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Article IX.
- (b) Regulations shall be published on the City's website.
- (c) Regulations promulgated by the City Manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager.
- (d) Special events and other activities not explicitly regulated by this Article IX shall be subject to state law and shall be subject to additional City regulations as determined from time to time as more regulations are developed under Section 22-503(a) of this Article IX and any subsequent State legislation regarding the same.

#### **Section 22-504 – Community Relations.**

- (a) As a condition precedent to the City's issuance of any license, permit, or entitlement for commercial cannabis activity to a prospective business, each commercial cannabis business shall provide: (1) the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided; and (2) the above information to all businesses and residences located within one hundred (100) feet of the commercial cannabis business.
- (b) During the first year of operation pursuant to this Article IX, the owner, manager, and community relations representative from each commercial cannabis business holding a

permit issued pursuant to this Article IX shall attend meetings with the City Manager and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of implementation of this Article IX. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the City Manager when and as requested by the City Manager.

- (c) Commercial cannabis businesses to which a permit is issued pursuant to this Article IX shall develop a city approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

#### **Section 22-505 – Fees Deemed Debt to the City.**

The amount of any fee, cost or charge imposed pursuant to this Article IX shall be deemed a debt to the City of San Fernando that is recoverable via an authorized administrative process as set forth in the City ordinance, or in any court of competent jurisdiction.

#### **Section 22-506 – Permit Holder Responsibility for Violations.**

The person to whom a permit is issued pursuant to this Article IX shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of San Fernando, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

#### **Section 22-507 – Inspections and Enforcement.**

- (a) The City Manager charged with enforcing the provisions of this Code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this Article IX or under applicable provisions of state law.
- (b) It is unlawful for any person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this Article IX or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this Article IX or under state or local law.
- (c) The City Manager charged with enforcing the provisions of this Article IX may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City shall be logged, recorded, and maintained in accordance with established procedures by the City.

**Section 22-508 – Compliance with State Regulation.**

It is the stated intent of this Article IX to regulate commercial cannabis activity in the City in compliance with all provisions MAUCRSA and any subsequent state legislation or regulation. Any preemptive state legislation or regulation shall control over conflicting terms of this Article IX.

**Section 22-509 – Anti-Lobbying.**

- (a) Following the submission of an application with the City for a conditional use permit, development agreement, or commercial cannabis business permit, or for any of the cannabis-related business activities subject to this Article IX and before any hearing or other proceeding before the Planning & Preservation Commission or the City Council:
  - (1) The applicant for such entitlements (including the applicant's employees, consultants and other agents) shall be prohibited from contacting any member of the Planning & Preservation Commission or the City Council with the intent to influence any one or more members of the Planning & Preservation Commission or the City Council on the disposition of the applicant's pending entitlement application;
  - (2) Members of the Planning & Preservation Commission and the City Council, shall be prohibited from directly contacting any applicant for any conditional use permit or development agreement including any employees, consultants or other agents for such applicant.
- (b) If an applicant, the applicant's consultant or any other employee or agent of the applicant wish to pose a question regarding their pending application to the City or provide information which the applicant deems important for consideration by the Planning & Preservation Commission or the City Council, such communication shall be made in writing and delivered to the attention of the Director of Community Development. The Director of Community Development shall include such communications as part of any agenda packet materials provided to either the Planning & Preservation Commission or the City Council as part of the public hearings on the entitlements.
- (c) If a member of the Planning & Preservation Commission or a member of the City Council wishes to pose a question to the applicant prior to the hearing on the applicant's entitlements, such query shall be presented in writing to the Director of Community Development and relayed by the Director of Community Development to the applicant. Copies of the written query shall be provided to all other members of body upon which the member posing the question sits and such communication shall also be made part of the agenda materials provided to the Planning & Preservation Commission and the City Council. Applicant responses by the applicant shall be submitted to the City in the same manner set forth under subsection (B) of this section, above.

**Section 22-510 – Violations Declared a Public Nuisance.**

Each and every violation of the provisions of this Article IX is hereby deemed unlawful and a public nuisance.

**Section 22-511 – Each Violation a Separate Offense.**

Each and every violation of this Article IX shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of San Fernando. Additionally, as a nuisance per se, any violation of this Article IX shall be subject to injunctive relief, any permit

issued pursuant to this Article IX being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of San Fernando may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager may take immediate action to temporarily suspend a commercial cannabis business permit issued by the City, pending a hearing before the City Manager.

### **Section 22-512 – Criminal Penalties.**

Each and every violation of the provisions of this Article IX may in the discretion of the District Attorney or City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

### **Section 22-513 – Remedies Cumulative and Not Exclusive.**

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

**SECTION 5. CEQA.** This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15061(b)(3) because the code amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, does not constitute a “project,” and has no potential for causing a significant effect on the environment. Further, Business and Professions Code Section 26055(h) exempts local ordinances, such as the proposed code amendment, from CEQA that authorizes commercial cannabis activity through discretionary review and approval, which this code amendment requires.

**SECTION 6. Inconsistent Provisions.** Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

**SECTION 7. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 8. Publication.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official

newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this \_\_\_\_\_ of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Joel Fajardo, Mayor

ATTEST:

\_\_\_\_\_  
Elena Chavez  
City Clerk of the City of San Fernando

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES        ) SS:  
CITY OF SAN FERNANDO            )

I, Elena Chavez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. \_\_\_\_\_ was introduced at the regular meeting of the City Council held on \_\_\_\_\_ day of \_\_\_\_\_ 2019, and thereafter at the regular meeting of said City Council, duly held on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, was passed and adopted by the following votes to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Elena Chavez,

City Clerk of the City of San Fernando

**EXHIBIT “A”  
BUFFER MAP**

**ATTACHMENT "B"****RESOLUTION NO. 2018-009**

**A RESOLUTION OF THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF SAN FERNANDO APPROVAL OF CODE AMENDMENT NO. 2018-002 AMENDING CHAPTER 22 (BUSINESS) AND CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE REGARDING THE PROHIBITION AND REGULATION OF CERTAIN COMMERCIAL CANNABIS ACTIVITIES IN DESIGNATED AREAS OF THE CITY**

**WHEREAS**, pursuant to California Constitution Article XI, Section 7, the City of San Fernando (the "City") has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of their residents through its police power; and

**WHEREAS**, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare.

**WHEREAS**, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"). The MMRSA created a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis;

**WHEREAS**, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the "MCRSA") under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees;

**WHEREAS**, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") was approved California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)). Proposition 64 legalized the nonmedical use of cannabis by persons 21 years of age and over, and the personal cultivation of up to six (6) cannabis plants;

**WHEREAS**, AUMA also created a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical cannabis, and the manufacturing of nonmedical cannabis products;

**WHEREAS**, on June 27, 2017, Governor Brown signed the Legislature approved Senate Bill 94; SB 94 combined elements of the MCRSA and AUMA to establish streamlined singular regulatory and licensing structures for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The new consolidated provisions under SB 94 is now known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") to be governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as "medicinal cannabis" and nonmedical/recreational cannabis as "adult-use cannabis";

**WHEREAS**, on September 18, 2017, the City Council adopted Urgency Ordinance No. 1669 prohibiting all medical and nonmedical commercial cannabis activities, except certain medicinal-only cannabis deliveries from licensed businesses to qualified patients and caregivers. This action was taken to allow time to contemplate regulatory and prohibitory options;

**WHEREAS**, in accordance with state law, the proposed Ordinance would allow certain commercial cannabis activities pursuant to MAUCRSA and locally tailored provisions pursuant to the City's police power under Section 7 of Article XI of the California Constitution;

**WHEREAS**, the City Council conducted a study session at its regular meeting of September 17, 2018 to provide staff with recommendations concerning the parameters of potentially allowable commercial cannabis activities within the City pursuant to a code amendment;

**WHEREAS**, at such September 17, 2018 meeting, the City Council recommended that such code amendment prohibit all medicinal and adult-use retail commercial cannabis activity and microbusinesses of any type and regulate medicinal and adult-use commercial cannabis cultivation, manufacturing, distribution, and laboratory testing in specified areas of the City;

**WHEREAS**, the Planning and Preservation Commission conducted a duly noticed public hearing on October 2, 2018 concerning the prospective approval of Code Amendment No. 2018-002 at which City staff conducted a presentation to the Planning and Preservation Commission, and after the conduct of such hearing, the Planning and Preservation Commission continued such hearing to November 7, 2018 for further consideration;

**WHEREAS**, the Planning and Preservation Commission conducted a duly noticed public hearing on November 7, 2018 concerning the prospective approval of Code Amendment No. 2018-002;

**WHEREAS**, evidence, both written and oral, was duly presented to and considered by the Planning and Preservation Commission at such public hearing;

**WHEREAS**, after the close of such public hearing, the Planning and Preservation Commission considered all public comments received both before and during the public hearing, the presentation by City staff, the relevant staff report, and all other pertinent documents regarding the proposed Code Amendment No. 2018-002; and

**WHEREAS**, the Planning and Preservation Commission considered the September 17, 2018 recommendation of the City Council, as memorialized in Code Amendment No. 2018-002, and voted 4-0 (Commissioner Perez-Helliwell absent) to support City Council adoption of Code Amendment No. 2018-002 with the recommendation that regulations be added to allow for medicinal and adult-use non-storefront retail delivery businesses and microbusinesses (with no brick-and-mortar retail).

**NOW, THEREFORE, THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** That the facts set forth in the recitals above are true and correct.

**SECTION 2.** That this resolution constitutes the required written recommendation to the City Council in accordance with Government Code Section 65855.

**SECTION 3.** That pursuant to due notice as required by law, a full and fair public hearing was held by and before this Planning and Preservation Commission at a meeting on November 7, 2018, at which time, all interested persons were given full opportunity to be heard and present evidence.

**SECTION 4.** Findings.

A. Code Amendment 2018-002 is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) because the code amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, does not constitute a "project," and has no potential for causing a significant effect on the environment. Further, Business and Professions Code Section 26055(h) exempts from CEQA local ordinances, such as the proposed code amendment, that authorizes commercial cannabis activity through discretionary review and approval, which this code amendment requires.

B. The Planning and Preservation Commission finds that Code Amendment No. 2018-002, including the amendments thereto recommended by the Planning and Preservation Commission, is consistent with the General Plan because it promotes the Land Use Element's overarching goals to support business by creating and improving the business reasons for locating in San Fernando that will attract, expand, and create business ventures and private investment; and increase local revenues by attracting and expanding economic activity through revitalization efforts, increasing business value, improving sales, and generating revenues for the City.

The General Plan's vision for the industrially designated areas in the Land Use Element Map is to attract a balance of sustainable light manufacturing, distribution, and technology-oriented businesses that limit the impact on surrounding uses. The proposed Ordinance would allow for medicinal and adult-use commercial cannabis cultivation (indoor only), manufacturing, distribution, and laboratory testing, with operational standards that would regulate noise and odors, and would require best practices as to minimize impacts to surrounding uses. The proposed additional microbusinesses (no brick-and-mortar retail), and non-storefront delivery services activities would also impose operational standards that would regulate noise and odors, and would require best practices as to minimize impacts to surrounding uses.

The General Plan's vision for the Multi-Use and Automotive Sales designated areas in the Land Use Element Map include national or regional offices, financial institutions, and medical-related offices. A portion of the San Fernando Corridors Specific Plan (SP-5) currently comprises the uses listed above therefore staff has determined that laboratory testing of cannabis and cannabis products would be compatible with the surrounding area and would support the vision of the General Plan.

**SECTION 5.** Based upon the conclusions in the recitals and findings set forth above, the Planning and Preservation Commission recommends that the City Council approve

the Ordinance/Code Amendment No. 2018-002 attached hereto as Exhibit "1," with additional regulatory language regarding medicinal and adult-use non-storefront retail delivery businesses and microbusinesses (with no brick-and-mortar retail).

**SECTION 6.** The Secretary of the Planning and Preservation Commission of the City of San Fernando, California, shall certify to the adoption of this resolution and shall forward a copy of such resolution to the City Clerk to allow for prompt City Council consideration.

PASSED, APPROVED AND ADOPTED THIS 7<sup>th</sup> day of November 2018.

  
CHAIRPERSON ALVIN DURHAM

ATTEST:

  
TIMOTHY T. HOU, AICP, SECRETARY TO THE PLANNING  
AND PRESERVATION COMMISSION

STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES ) ss  
CITY OF SAN FERNANDO    )


I, TIMOTHY T. HOU, Secretary to the Planning and Preservation Commission of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Preservation Commission and signed by the Chairperson of said City at a meeting held on the 7<sup>th</sup> day of November 2018; and that the same was passed by the following vote, to wit:

AYES:       Y. Mejia, A. Montes, A. Durham, and I. Gonzalez

NOES:       None

ABSENT:     J. Perez-Helliwell

ABSTAIN:   None

  
TIMOTHY T. HOU, AICP, SECRETARY TO THE  
PLANNING AND PRESERVATION COMMISSION

**EXHIBIT "1"**  
**ORDINANCE/CODE AMENDMENT NO. 2018-002**

**EXHIBIT “1”**

**ORDINANCE NO. \_\_\_\_\_**  
**(CODE AMENDMENT NO. 2018-002)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO AMENDING CHAPTER 22 (BUSINESSES)  
AND CHAPTER 106 (ZONING) TO REGULATE  
COMMERCIAL CANNABIS CULTIVATION, DISTRIBUTION,  
MANUFACTURING, AND LABORATORY TESTING WITHIN  
CERTAIN SPECIFIED ZONES AND PROHIBIT  
COMMERCIAL CANNABIS RETAIL (DISPENSARIES AND  
DELIVERIES) AND MICROBUSINESSES CITYWIDE  
EXCEPT PERMITTED MEDICINAL CANNABIS DELIVERY  
ACTIVITIES ORIGINATING FROM LICENSED  
ESTABLISHMENTS OUTSIDE OF THE CITY’S  
BOUNDARIES**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** The facts set forth in the recitals above are true and correct and incorporated into the body of this Ordinance by this reference.

**SECTION 2.** Division 18 (Medical Marijuana/Cannabis Prohibitions) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby renamed and amended to read as follows:

**Division 18 – Commercial Cannabis Zoning**

**Section 106-1511 – Prohibition.**

Sections 22-496, 22-497, and 22-498 of this Code notwithstanding, the establishment or operation of commercial cannabis microbusinesses and retail businesses (including storefront and non-storefront establishments) is expressly prohibited in all zones throughout the City.

**Section 106-1512 – Authorized Activities.**

Commercial cannabis cultivation, manufacturing, distribution, and laboratory testing shall only be authorized or permitted through a conditional use permit and development agreement and in accordance with the provisions of Article IX (Commercial Cannabis Activity) of Chapter 22 (Businesses) of this Code in the specific areas identified in Section 22-487 and identified in Exhibit “A” to City Council Ordinance No.\_\_\_\_\_. Commercial cannabis cultivation, manufacturing, distribution, and laboratory testing not authorized or permitted under Article IX (Commercial Cannabis Activity) shall constitute a public nuisance and may be summarily abated by the City pursuant to California Code of Civil Procedure Section 731 and Article V (Nuisances) of Chapter 1 (General Provisions and Penalties) of this Code. The City hereby reserves all rights of enforcement against illegal commercial cannabis activities.

**SECTION 3.** Subsection (b) of Section 22-64 (Unlawful Businesses Not Authorized) of Division I (Generally) of Article II (Licensing) of Chapter 22 (Business) of the San Fernando Municipal Code is hereby amended to read as follows:

(b) No license shall be issued under this article relating to the establishment and/or operation of any business relating to adult-use or medicinal "commercial cannabis activity," as such term is defined in subdivision (k) of California Business and Professions Code section 26001 and as the same may be amended from time to time, unless such business fulfills the licensing and regulatory requirements set forth in Article IX (Commercial Cannabis Activity) of Chapter 22 (Businesses) of this Code.

**SECTION 4.** Chapter 22 (Businesses) of the San Fernando Municipal Code is hereby amended by the addition of a new Article IX (Commercial Cannabis Activity), which shall read as follows:

### **Article IX – Commercial Cannabis Activity**

#### **Section 22-463 – Purpose and Intent.**

It is the purpose and intent of this Article IX to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act and associated legislation and regulations as may be adopted from time to time ("MAUCRSA") to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act ("AUMA" or "Proposition 64" passed by California voters in 2016), while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Article IX to regulate commercial cannabis activities and cannabis/cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law. It is the further purpose of intent of this Article IX to require all commercial cannabis operators to obtain and renew annually a permit to operate within the City. Nothing in this Article IX is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or federal law. The provisions of this Article IX are in addition to any other permits, licenses and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses and approval required under state, City, or other law.

#### **Section 22-464 – Legal Authority.**

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of MAUCRSA, any subsequent state legislation and/or regulations regarding same, the City of San Fernando is authorized to adopt ordinances that establish standards, requirements and regulations for the licensing and permitting of commercial cannabis activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State, or any of its departments or divisions, shall be the minimum standards applicable in the City to all commercial cannabis activity. Should any conflict arise between a state law or

regulation and this Article IX in which such state law or regulation preempts local law, then the state law or regulation shall control.

**Section 22-465 – Commercial Cannabis Activities Prohibited Unless Specifically Authorized by this Article IX.**

Except as specifically authorized in this Article IX, commercial cannabis activities, including, without limit, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Bus. & Prof. Code Section 26090(e)), of cannabis or cannabis products is expressly prohibited in the City.

**Section 22-466 – Compliance with State and Local Laws.**

It is the responsibility of the owners and operators of the commercial cannabis business to ensure that it is, always, operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this Article IX shall be construed as authorizing any actions that violate federal, state law, or local law with respect to the operation of a commercial cannabis business. It shall be the responsibility of the owners and the operators of the commercial cannabis business to ensure that the commercial cannabis business is, at all times, operating in a manner compliant with all applicable federal, state, and local laws, including MAUCRSA, and any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures, or requirements which may be imposed as conditions of approval of the commercial cannabis business permit. Nothing in this Article IX shall be construed as authorizing any actions that violate laws regarding the operation of a commercial cannabis business.

**Section 22-467 – Definitions.**

When used in this Article IX, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- (a) “A-license” means a state license issued by the Bureau of Cannabis Regulation for cannabis or cannabis products that are intended for adults 21 years of age and over and who do not possess physician’s recommendations.
- (b) [RESERVED]
- (c) “Applicant” means an owner applying for a City license pursuant to this Article IX.
- (d) “Batch” means a specific quantity of homogeneous cannabis or cannabis product that is one of the following types:
  - (1) “Harvest batch” means a specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

- (2) “Manufactured cannabis batch” means either of the following: An amount of cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures; or an amount of a type of manufactured cannabis produced in one production cycle using the same formulation and standard operating procedures.
- (e) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.
- (f) “Cannabis” means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Article IX, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code.
- (g) “Cannabis accessories” has the same meaning as in Section 11018.2 of the Health and Safety Code.
- (h) “Cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or drug, as defined by Section 109925 of the Health and Safety Code.
- (i) “Cannabis product” means a product containing cannabis or cannabis, including, but not limited to, manufactured cannabis, - intended to be sold for use by cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this Article IX, “cannabis” does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.
- (j) “Cannabis products” has the same meaning as in Section 11018.1 of the Health and Safety Code.
- (k) “Canopy” means the designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time. (1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; (2) Canopy

may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and if mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

- (l) “Caregiver” or “primary caregiver” has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.
- (m) “Child resistant” means designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.
- (n) “City” means the City of San Fernando, a California general law city.
- (o) “City Manager” means the City Manager of the City of San Fernando or designee.
- (p) “Commercial cannabis activity” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products.
- (q) “Commercial cannabis business” means any business or operation which engages in medicinal or adult-use commercial cannabis activity.
- (r) “Commercial cannabis business permit” means a regulatory permit issued by the City of pursuant to this Article IX to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business’s ongoing compliance with all requirements of this Article IX and any regulations adopted by the City governing the commercial cannabis activity at issue.
- (s) “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.
- (t) “Cultivation site” means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.
- (u) “Customer” means a natural person 21 years of age or over, or a natural person of suitable age who possesses a physician’s recommendation, or a medical marijuana identification card.
- (v) “Day care center” means has the same meaning as in Section 1596.76 of the Health and Safety Code.
- (w) “Delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Delivery” also includes the use by a retailer of any technology platform owned and controlled by the retailer.
- (x) [RESERVED]

- (y) “Dispensing” means any activity involving the retail sale of cannabis or cannabis products from a retailer.
- (z) “Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.
- (aa) “Distributor” means a person holding a valid commercial cannabis business permit for distribution issued by the City of San Fernando, and, a valid state license for distribution, required by state law to engage in the business of purchasing cannabis from a licensed cultivator, or cannabis products from a license manufacturer, for sale to a licensed retailer.
- (bb) “Dried flower” means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- (cc) “Edible cannabis product” means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.
- (dd) “Fund” means the Cannabis Control Fund established pursuant to Section 26210.15 of the Business and Professions Code.
- (ee) “Kind” means applicable type or designation regarding a particular cannabis variant or cannabis product type, including, but not limited to, strain name or other grower trademark, or growing area designation.
- (ff) “Labeling” means any label or other written, printed, or graphic matter upon a cannabis product, upon its container.
- (gg) “Labor peace agreement” means an agreement between a licensee and any bona fide labor organization that, at a minimum, protects the state’s proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the applicant’s business. This agreement means that the applicant has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the applicant’s employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the applicant’s employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under state law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.
- (hh) “License” means a state license issued by the state and includes both an A-license and an M-license, as well as a testing laboratory license.

- (ii) “Licensee” means any person holding a license under this Article IX, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.
- (jj) “Licensing authority” means the City of San Fernando who is the agency responsible for the issuance, renewal, or reinstatement of the local license, and authorized to take disciplinary action against the licensee.
- (kk) “Limited-access area” means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.
- (ll) “Live plants” means living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.
- (mm) “Local jurisdiction” means a city, County or city and County.
- (nn) “Lot” means a batch or a specifically identified portion of a batch.
- (oo) “M-license” means a state license issued by the state for commercial cannabis activity involving medicinal cannabis.
- (pp) “M-licensee” means any person holding a license by the state for commercial cannabis activity involving medicinal cannabis.
- (qq) “Manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
- (rr) “Manufactured cannabis” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.
- (ss) “Manufacturer” means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.
- (tt) “Manufacturing site” means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid commercial cannabis business permit for manufacturing from the City of San Fernando and, a valid state license as required for manufacturing of cannabis products.
- (uu) “Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code,

by a medicinal cannabis patient in California who possesses a physician's recommendation.

(vv) "Nonvolatile solvent" means any solvent used in the extraction process that is not a volatile solvent. For purposes of this Article IX, a nonvolatile solvent includes carbon dioxide (CO<sub>2</sub>) used for extraction and ethanol used for extraction or post-extraction processing.

(ww) "Microbusiness" means the cultivation of cannabis on an area less than 10,000 square feet, by an entity authorized to act as a licensed distributor, Level 1 manufacturer, and retailer under state law, provided such licensee can demonstrate compliance with all requirements imposed by state law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the licensee engages in such activities.

(xx) "Nursery" means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and cultivation of cannabis.

(yy) "Operation" means any act for which licensure is required under the provisions of this Article IX, or any commercial transfer of cannabis or cannabis products.

(zz) "Owner" means any of the following:

(1) A person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The Manager of a nonprofit or other entity.

(3) A member of the board of directors of a nonprofit.

(4) An individual who will be participating in the direction, control, or management of the business applying for a license, or who has a financial interest in the business other than a fixed lease of real property.

(aaa) "Package" means any container or receptacle used for holding cannabis or cannabis products.

(bbb) "Patient" or "qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.22

(ccc) "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(ddd) "Person with an identification card" shall have the meaning given that term by

California Health and Safety Code Section 11362.7.

- (eee) “Physician’s recommendation” means a recommendation by a physician and surgeon that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.
- (fff) “Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-License and a A-License for the same type of activity and such operation is lawful under state and local laws, rules and regulations.
- (ggg) “Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and non-manufactured cannabis products.
- (hhh) “Purchaser” means the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or cannabis products.
- (iii) “Retailer” means a commercial cannabis business facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale.
- (jjj) “Sell,” “sale,” and “to sell” include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.
- (kkk) “State License” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in commercial cannabis activity.
- (lll) “Testing laboratory” means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following:
- (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.
  - (2) Licensed by the bureau.
- (mmm) “Topical cannabis” means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.

- (nnn) “Transport” means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same. Transport does not include deliveries of cannabis or cannabis products.
- (ooo) “Unique identifier” means an alphanumeric code or designation used for reference to a specific plant on a licensed premises and any cannabis or cannabis product derived or manufactured from that plant.
- (ppp) “Youth center” means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dental office, doctor’s office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.
- (qqq) “Volatile solvent” means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

**Section 22-468 – Commercial Cannabis Business Permit, Conditional Use Permit, and Development Agreement Required to Engage in Commercial Cannabis Business.**

- (a) No person may engage in any permissible commercial cannabis activity within the City unless the person (1) has a valid commercial cannabis business permit from the City; (2) has a conditional use permit from the City; (3) has a development agreement with the City; (4) has a valid State of California commercial cannabis permit; and (5) is currently in compliance with all applicable state and local laws and regulations pertaining to the commercial cannabis business and the commercial cannabis activities.
- (b) No permit shall be issued pursuant to this Article IX for outdoor commercial cannabis cultivation, which is prohibited. It is a violation of this Article IX for any person or entity to engage in any outdoor commercial cannabis cultivation of any kind.

**Section 22-469 – Cannabis Employee Permit Required.**

- (a) Any person who is an employee or who otherwise works within a commercial cannabis business must be legally authorized to do so under applicable state law.

- (b) Any person who is an employee or who otherwise works within a commercial cannabis business must obtain a commercial cannabis employee work permit from the City prior to performing any work at any commercial cannabis business.
- (c) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the City Manager, and shall include, but not be limited to, the following information:
  - (1) Name, address, and phone number of the applicant.
  - (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least twenty-one (21) years of age must be submitted with the application.
  - (3) Name, address of the commercial cannabis business where the person will be employed, and the name of the primary manager of that business.
  - (4) A list of any crimes enumerated in California Business and Professions Code Section 26057(b)(4) for which the applicant or employee has been convicted.
  - (5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing.
  - (6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the City Manager.
  - (7) A signed statement under penalty of perjury that the information provided is true and correct.
  - (8) If applicable, verification that the applicant is a qualified patient or primary caregiver.
  - (9) A fee paid in an amount set by resolution of the City Council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.
- (d) The City Manager shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:
  - (1) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code sections 186.11, 470, 484, and 504a, respectively; or
  - (2) Has committed a felony or misdemeanor involving fraud, deceit, embezzlement; or

- (3) Was convicted of a violent felony, a crime of moral turpitude; or
- (4) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

Discovery of these facts showing that the applicant is dishonest or has been convicted of those types of crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (d) (4) above for which the applicant has obtained a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the California Penal Code or (ii) a conviction that was subsequently dismissed pursuant to Sections 1203.4, 1203.4a, or 1203.41 of the California Penal Code or any other provision of state law allowing for dismissal of a conviction.

- (e) The City Manager shall issue the commercial cannabis work permit or a written denial to the applicant within thirty (30) days of the date the application was deemed complete. In the event the cannabis work permit cannot be issued within this time period, then the City Manager may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the City Manager that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the City Manager upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.
- (f) A work permit shall be valid for a twelve (12) month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in subsection (b) above including the payment of a renewal application fee in an amount to be set by resolution of the City Council.
- (g) In the event a person changes employment from one commercial cannabis business in the City to another, the work permit holder shall notify the City Manager in writing of the change within ten (10) days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any commercial cannabis business in the City.
- (h) The City may immediately revoke the commercial cannabis work permit should the permit holder be convicted of a crime listed in subsection (c) and (d) above or if facts become known to the City Manager that the permit holder has engaged in activities showing that he or she is dishonest.
- (i) The City Manager is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

- (j) The applicant may appeal the denial or revocation of a commercial cannabis work permit by filing a notice of appeal with the City Clerk within ten (10) days of the date the applicant received the notice of denial; which appeal shall be conducted as set forth in Section 22-478 of this Article IX.
- (k) The City Manager shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

#### **Section 22-470 – Maximum Number and Type of Authorized.**

The number of each type of commercial cannabis business that shall be permitted to operate in the City may be established by resolution by the City Council.

#### **Section 22-471 – Initial Application Procedure.**

- (a) The City Manager is authorized to adopt the procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any commercial cannabis business permit(s), which shall include or require the City Manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria (“Review Criteria”). The City Manager shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, conduct initial evaluations of the applicants. Additional points shall be awarded to applicants with ten (10) or more employees who commit to enter into, or demonstrate that it has already entered into, and abide by the terms of a labor peace agreement, as defined in Business and Professions Code Section 26001(x).
- (b) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council, to cover all costs incurred by the City in the application process.
- (c) After the initial review, ranking, and scoring under the Review Criteria, the City Manager will make a final determination in accordance with this section.
- (d) The application procedure process shall include a component on community benefits. Any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the city’s approval, if and when an operating permit is issued. Such terms and conditions shall be in addition to the requirements of this Article IX. Community benefits shall include, but not be limited to: in-kind donations; sponsorship of community events; support, financial or otherwise, for special community events such as fairs, afterschool programs, youth centers, Boys and Girls Clubs, local schools whether public or private; school athletic programs; school clubs; community centers, senior centers and senior living facilities, and parks and recreation.
- (e) The City reserves the right to reject any or all applications. Prior to permit issuance, the City may also modify, postpone, or cancel any request for applications, or the entire program under this Article IX, at any time without liability, obligation, or commitment to

any party, firm, or organization, to the extent permitted under California state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Article IX, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to any other justification provided a failure to comply with other requirements in this Article IX, an application RISKS BEING REJECTED for any of the following reasons:

- (1) Proposal received after designated time and date.
- (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
- (3) Proposal considered not fully responsive to this request for permit application.

#### **Section 22-472 – Personnel Prohibited from Holding a License or Employee Work Permit.**

Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular in which any of the following actions or notices have been issued in non-compliance, shall be prohibited from holding a cannabis commercial license or employee work permit in the City. In addition, the following shall be grounds for denial of a local license or employee work permit:

- (1) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;
- (2) The applicant was notified that they were conducting commercial cannabis activity in non-compliance with Chapter 106 or other City ordinances, codes, or requirements in which they failed to discontinued operating in a timely manner;
- (3) Evidence that the applicant was in non-compliance of properly paying federal, state or local taxes and/or fees when notified by the appropriate agencies;
- (4) Applicant has previously conducted commercial cannabis activity in the City in violation of local and state law.
- (5) No person shall be issued a commercial cannabis permit to operate who enters into an agreement to lease, sublease or any other agreement, regardless of whether it is verbally or in writing to any terms of use of the premises from a property owner, commercial broker or any third party, that is in violation of Section 22-472 unless that property is leased at fair market value and such lease, sublease or agreement does not have any terms or conditions for the cannabis permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City. In addition, all leases, subleases, or other agreements must be based a monthly rate.

**Section 22-473 – Expiration of Commercial Cannabis Permits.**

Each commercial cannabis business permit issued pursuant to this Article IX shall expire twelve (12) months after the date of its issuance. Commercial cannabis permits may be renewed as provided in Section 22-475.

**Section 22-474 – Revocation of Permits.**

Commercial cannabis business permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to Section 22-476, or pursuant to any policy, procedure or regulation in this Article IX.

**Section 22-475 – Renewal Applications.**

- (a) An application for renewal of a commercial cannabis business permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.
- (b) The renewal application shall contain all the information required for new applications.
- (c) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Article IX.
- (d) An application for renewal of a commercial cannabis business permit shall be rejected if any of the following exists:
  - (1) The application is filed less than sixty (60) days before its expiration.
  - (2) The commercial cannabis business permit is suspended or revoked at the time of the application.
  - (3) The commercial cannabis business has not been in regular and continuous operation in the four (4) months prior to the renewal application.
  - (4) The commercial cannabis business has failed to conform to the requirements of this Article IX, or of any regulations adopted pursuant to this Article IX.
  - (5) The permittee fails or is unable to renew its State of California license.
  - (6) If the City or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this Article IX, of the City Ordinance, or of the state rules and regulations, and the City or state has determined that the violation is grounds for termination or revocation of the commercial cannabis business permit.
- (e) The City Manager is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure

compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the City Manager shall be conducted pursuant to Sections 22-477 through 22-479.

- (f) If a renewal application is rejected, a person may file a new application pursuant to this Article IX no sooner than one (1) year from the date of the rejection.

#### **Section 22-476 – Effect of State License Suspension, Revocation, or Termination.**

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a commercial cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates, or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of a commercial cannabis business to operate within the City.

#### **Section 22-477 – Appeals.**

Unless specifically provided elsewhere to the contrary, whenever an appeal is provided for in this Article IX from a decision of the City Manager, the appeal shall be conducted as prescribed in this Article IX.

#### **Section 22-478 – Written Request for Appeal.**

- (a) Within ten (10) calendar days after the date of a decision of the City Manager to revoke, suspend or deny a permit, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.
- (b) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

#### **Section 22-479 – Appeal Hearing.**

- (a) Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before the City Council. The City Council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the City.
- (b) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than ninety (90) days from the date of such filing. The City shall notify the appellant of the time and location at least ten (10) days prior to the date of the hearing.
- (c) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing.
- (d) The decision of the City Council shall be final.

**Section 22-480 – Permittee Selection Process.**

- (a) The City Manager shall adopt a procedure guideline and Review Criteria by which the top applicants in each category of each commercial cannabis business shall be evaluated in a final determination by the City Manager.
- (b) Official issuance of the commercial cannabis business permit(s), however, is conditioned upon the prevailing candidate(s) obtaining all required land use approvals. Following the City Manager's selection, the prevailing candidate(s) shall apply to the City's Community Development Department to obtain any required land use approvals or entitlements for the permittee's location, including, without limit a conditional use permit and development agreement. Land use approvals shall include compliance with all applicable provisions of CEQA. The City Manager shall formally issue the commercial cannabis business permit(s) once the Community Development Director or his/her designee(s) affirms that all of the required land use approvals have been obtained.
- (c) The City Manager shall either deny or approve the final candidates and shall select the top candidates in each category of the commercial cannabis businesses. The City Manager's decision as to the selection of the prevailing candidates shall be final, pending an appeal to the City Council, if such an appeal is filed.
- (d) Issuance of a commercial cannabis business permit does not create a land use entitlement. The commercial cannabis business permit shall only be for a term of twelve (12) months and shall expire at the end of the twelve (12) month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this Article IX and of the permit, have been complied with and until a state license is available and obtained by the operator.
- (e) Notwithstanding anything in this Article IX to the contrary, the City Manager reserves the right to reject any or all applications if it determines it would be in the best interest of the City, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a commercial cannabis business permit until a permit is actually issued, and then only for the duration of the permits term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the City Council may terminate or delay the program created under this Article IX.
- (f) If an application is denied, a new application may not be filed for one (1) year from the date of the denial.
- (g) Each person granted a commercial cannabis business permit shall be required to pay the permit fee established by resolution of the City Council, to recover the costs of administering the commercial cannabis business permit program created in this Article IX.

**Section 22-481 – Change in Location; Updated Registration Form.**

- (a) Any time the permitted commercial cannabis business location specified in the regulatory

permit is changed, the applicant shall re-register with the City Manager. The process and the fees for re-registration shall be the same as the process and fees set forth for registration in Sections 22-475(c) and 22-482(a), as applicable.

- (b) Within fifteen (15) calendar days of any other change in the information provided in the registration form or any change in status of compliance with the provisions of this Article IX, including any change in the commercial cannabis business ownership or management members, the applicant shall file an updated registration form with the City Manager for review along with a registration amendment fee, as set forth in Sections 22-475(c) and 22-482(a), as applicable.
- (c) The applicant shall not commence any commercial cannabis activity at a proposed changed location until fully complying with this Section 22-481 and this Article IX and obtaining written authorization to commence such activity from the City Manager. The City reserves all rights to require additional licenses or permits, including land use entitlements, for the proposed change in location of a permitted commercial cannabis business.

#### **Section 22-482 – Transfer of Cannabis Business Permit.**

- (a) The owner of a cannabis business permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager or his/her designee in accordance with all provisions of this Article IX (as though the transferee were applying for an original cannabis business permit) accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee), and the City Manager or his/her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this Article IX.
- (b) Commercial cannabis business permits issued through the grant of a transfer by the City Manager shall be valid for a period of one (1) year beginning on the day the City Manager approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this Article IX.
- (c) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than fifty-one percent (51%) of the original ownership), must be approved by the City Manager through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for permit revocation.
- (d) A permittee may change the form of business entity without applying to the City Manager for a transfer of permit, provided that either:
  - (1) The membership of the new business entity is substantially similar to original permit holder business entity (at least fifty-one percent (51%) of the membership is identical), or

(2) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA and to comply with Section 22-468(b), provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City permit application) of the original permittee entity are the same as the new business entity.

Although a transfer is not required in these two circumstances, the permit holder is required to notify the City Manager in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for permit revocation.

(e) No commercial cannabis business permit may be transferred when the City Manager has notified the permittee that the permit has been or may be suspended or revoked.

(f) Any attempt to transfer a commercial cannabis business permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

#### **Section 22-483 – City Business License.**

Prior to commencing operations, a commercial cannabis business shall obtain a City of San Fernando business license.

#### **Section 22-484 – Building Permits and Inspection.**

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the Fire Department approvals, Health Department approvals and other zoning and land use permit(s) and approvals.

#### **Section 22-485 – Certification from Community Development Director.**

Prior to commencing operations, a commercial cannabis business must obtain a certification from the Community Development Director or designee certifying that the business is located on a site that meets all of the requirements of Chapter 106 of this Code and Section 22-487.

#### **Section 22-486 – Right to Occupy and to Use Property.**

As a condition precedent to the City's issuance of a commercial cannabis business permit pursuant to this Article IX, any person intending to open and to operate a commercial cannabis business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Article IX and consents to the operation of the commercial cannabis business on the owner's property.

#### **Section 22-487 – Location and Design of Cannabis Businesses.**

Cannabis businesses permitted to engage in commercial cultivation, distribution, manufacturing, or testing laboratories, for cannabis and cannabis products are subject to the following zoning and locational requirements and in compliance with the buffer map attached as Exhibit “A” to City Council Ordinance No. \_\_\_\_.

- (a) Cultivation, manufacturing, and distribution require a City conditional use permit and development agreement and must be located in areas designated for manufacturing uses within the M-1 (Limited Industrial) and M-2 (Light Industrial) manufacturing zones and the Workplace Flex District within the San Fernando Corridors Specific Plan (SP-5) zone.
- (b) Laboratory testing requires a City conditional use permit and development agreement and must be located in areas designated for commercial or manufacturing uses within the M-1 (Limited Industrial) and M-2 (Light Industrial) zones, the Workplace Flex, Mixed-Use Corridor, and Auto Commercial Districts within the San Fernando Corridors Specific Plan (SP-5) zone, and the C-1 (Limited Commercial), C-2 (Commercial), and SC (Service Commercial) commercial zones.
- (c) No business authorized under this Article IX shall be located within four hundred fifty (450) feet of a parcel containing the following, which shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law:
  - (1) A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);
  - (2) Licensed day care; or
  - (3) Youth center.
- (d) Each proposed cannabis business project shall:
  - (1) Conform with the City’s general plan, any applicable specific plans, master plans, and design requirements.
  - (2) Comply with all applicable zoning and related development standards.
  - (3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.
  - (4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
  - (5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
  - (6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

#### **Section 22-488 – Limitation on City’s Liability.**

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this Article IX or otherwise approving the operation of any commercial cannabis business. As a condition to the

approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

- (a) Execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City's issuance of the commercial cannabis business permit, the City's decision to approve the operation of the commercial cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.
- (b) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager.
- (c) Reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City of San Fernando may be required to pay as a result of any legal challenge related to the City's approval of the applicant's commercial cannabis business permit, or related to the City's approval of a commercial cannabis activity. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

#### **Section 22-489 – Records and Recordkeeping.**

- (a) Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Article IX), or at any time upon reasonable request of the City, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager.
- (b) Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the City Manager upon a reasonable request.

- (c) Each commercial cannabis business shall maintain a record of all persons, patients, collectives and primary caregivers served by the commercial cannabis business, for a period of no less than four (4) years unless otherwise prescribed by MAUCRSA.
- (d) All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.
- (e) Each commercial cannabis business shall allow the City officials to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

#### **Section 22-490 – Security Measures.**

- (a) A permitted commercial cannabis business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business. Except as may otherwise be determined by the City Manager or legislative body, these security measures shall include, but shall not be limited to, all of the following:
  - (1) Alarm system (perimeter, fire, and panic buttons).
  - (2) Remote monitoring of alarm systems by licensed security professionals.
  - (3) Perimeter lighting systems (including motion sensors) for after-hours security.
  - (4) Perimeter security and lighting as approved by the Police Chief and Director of the Community Development Department or their designees.
  - (5) Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business.
  - (6) Establishing limited access areas accessible only to authorized commercial cannabis business personnel.
  - (7) Except for live growing plants which are being cultivated at a cultivation operation, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a

manner as to prevent diversion, theft, and loss.

- (8) Installing twenty-four (24) hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The commercial cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager, and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the commercial cannabis business and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the San Fernando Police Department by the commercial cannabis business, to facilitate remote monitoring of security cameras by the San Fernando Police Department.
- (9) Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (10) Panic buttons shall be installed in all commercial cannabis businesses with direct notification to San Fernando Police Department dispatch and shall be configured to immediately alert dispatch for the San Fernando Police Department.
- (11) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.
- (12) Any bars installed on the windows or the doors of the commercial cannabis business shall be installed only on the interior of the building.
- (13) Security personnel shall be on-site twenty-four (24) hours a day or alternative security as authorized by the City Manager, and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the Chief of Police.
- (14) Each commercial cannabis business shall have the capability to remain secure during

a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

- (15) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the commercial cannabis business; or (b) a licensed security professional.
  - (16) Each commercial cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.
  - (17) Each commercial cannabis business shall demonstrate to the Chief of Police, City Manager, compliance with the state's track and trace system for cannabis and cannabis products, as soon as it is operational.
  - (18) Each commercial cannabis business shall have state of the art network security protocols in place to protect computer information and all digital data.
  - (19) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
  - (20) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.
- (b) Each commercial cannabis business shall identify a designated security representative/liaison to the City, who shall be reasonably available to meet with the City Manager regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the commercial cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager upon request that meets the following requirements:
- (1) Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.
  - (2) Identifies all managers of the commercial cannabis business and their contact phone numbers
  - (3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.
  - (4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company twenty-four (24) hours a day, seven (7) days a week, and provides contact information for each licensed security company.
  - (5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business' control.

- (6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these areas are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.
- (c) As part of the application and permitting process each commercial cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.
- (d) The commercial cannabis business shall cooperate with the City whenever the City Manager makes a request, with or without prior notice, unless required by law, to inspect or audit the effectiveness of any security plan or of any other requirement of this Article IX.
- (e) A commercial cannabis business shall notify the City Manager within twenty-four (24) hours after discovering any of the following:
  - (1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City.
  - (2) Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the commercial cannabis business
  - (3) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the commercial cannabis business.
  - (4) Any other breach of security.
- (f) Compliance with the foregoing requirements shall be verified by the City Manager prior to commencing business operations. The City Manager may supplement these security requirements once operations begin.

**Section 22-491 – Restriction on Alcohol and Tobacco Sales.**

- (a) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.
- (b) No person shall cause or permit the sale of tobacco products on or about the premises of the commercial cannabis business.
- (c) No person shall consume cannabis, cannabis products, tobacco or alcohol on the premises of any commercial cannabis business.

**Section 22-492 – Fees and Charges.**

- (a) No person may commence or continue any commercial cannabis activity in the City without first timely paying in full all fees and charges required for the operation of a

commercial cannabis activity. Fees and charges associated with the operation of a commercial cannabis activity shall be established by resolution of the City Council which may be amended from time to time.

- (b) All commercial cannabis businesses authorized to operate under this Article IX shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each commercial cannabis business shall cooperate with City with respect to any reasonable request to audit the commercial cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.
- (c) Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into a development agreement with the city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Article IX, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

#### **Section 22-493 – General Operating Requirements.**

- (a) Commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permit issued by the City. No person under the age of twenty-one (21) shall operate, or be issued a permit for, a commercial cannabis business of any kind.
- (b) Restriction on Consumption. Cannabis shall not be consumed by any employee on the premises of any commercial cannabis business.
- (c) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (d) Reporting and Tracking of Product and of Gross Sales. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The commercial cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager prior to being used by the permittee.
- (e) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(f) Emergency Contact. Each commercial cannabis business shall provide the City Manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

(g) Signage and Notices.

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the City ordinance, including, but not limited to, seeking the issuance of a City sign permit.

(2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards or other prohibited signs may be used at any time.

(6) In accordance with state law and regulations or as stipulated in the City of San Fernando regulatory permit, holders of a commercial cannabis business permit shall agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial cannabis business located in the City of San Fernando utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a commercial cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(h) Minors.

(1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Article IX for any person to employ any person at a commercial cannabis business who is not at least twenty-one (21) years of age.

(2) The entrance to the commercial cannabis business shall be clearly and legibly posted

with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.

- (i) **Odor Control.** Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:
  - (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
  - (2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.
- (j) **Display of Permit and City Business License.** The original copy of the commercial cannabis business permit issued by the City pursuant to this Article IX and the City issued business license shall be posted inside the commercial cannabis business in a location readily-visible to the public.
- (k) **Background Check.** Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a commercial cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of San Fernando's Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police or his/her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

- (l) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- (m) Permits and other Approvals. Prior to the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate, including, without limit, a conditional use permit and development agreement.
- (n) Each commercial cannabis operator shall establish minimum training standards for all employees. The City Manager shall have the discretion to require other training for the business operations should the City identify deficiencies or non-compliance issues with city or state requirements.

#### **Section 22-494 – Other Operational Requirements.**

The City Manager may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.

#### **Section 22-495 – Store Front Retail, Non-Store Front Retail, and Microbusinesses Prohibited.**

- (a) Unless otherwise authorized under this Article IX, the establishment or operation of commercial cannabis microbusinesses and retail businesses (including storefront and non-storefront establishments) is expressly prohibited on any property located in the City of San Fernando pursuant and shall be subject to all applicable enforcement.
- (b) It shall be unlawful for any person, limited liability company, corporation, collective, cooperative or any other entity to manage or operate a cannabis storefront or non-store front facility in which customers are permitted on the premises or in which deliveries are made for which it will sell, exchange, barter, transfer, and/or promote, any cannabis or cannabis products in the City for commercial purpose unless they have been issued a commercial cannabis permit pursuant to this Article IX and authorized to conduct such activities.

#### **Section 22-496 – Operating Requirements for Out of City Medicinal-Only Commercial Cannabis/Cannabis Products Delivery Services.**

Medicinal commercial cannabis delivery services may operate only during the hours specified in Section 22-496(b) or as stipulated in the commercial cannabis permit issued by the City. The provisions of Sections 22-496, 22-497, and 22-498 shall apply to adult-use cannabis deliveries and appropriately modified by preemptive provisions if required under state law or state regulation. Until such time, adult-use cannabis deliveries shall be strictly prohibited.

- (a) A storefront retailer, non-storefront retailer (delivery), and/or microbusiness seeking to conduct medicinal-only deliveries of cannabis or cannabis products into the City shall obtain a permit from the City to conduct medicinal only deliveries so long as its principal place of business or base of operations is located in another local jurisdiction.
- (b) Operating hours of the delivery service shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven (7) days a week.
- (c) The delivery of medicinal cannabis or medicinal cannabis products into the City shall only be conducted by duly licensed cannabis retailers located outside of the City which hold a valid retailer M-License from the State of California and a valid local agency cannabis retailer License for medicinal activity which authorizes the sale of cannabis goods to other jurisdictions.
- (d) A delivery employee of a licensed cannabis delivery service, carrying cannabis goods for delivery, shall only travel in an enclosed motor vehicle operated by the delivery employee or another delivery employee of the licensee.
- (e) All deliveries of medicinal cannabis or medicinal cannabis products must be performed by a delivery driver at least twenty-one (21) years of age employed by a licensed cannabis retailer.
- (f) A licensed delivery service shall not use the services of an independent contractor, courier service or use a personal vehicle to deliver medicinal cannabis or medicinal cannabis products .
- (g) All deliveries of medicinal cannabis or medicinal cannabis products shall be made by a natural person. Cannabis goods shall not be delivered by unmanned vehicles or devices.
- (h) A delivery employee of a licensed retailer shall during the deliveries, carry a copy of the retailer's current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.
- (i) The licensed delivery service shall maintain an accurate list of the cannabis retailer's delivery employees.
- (j) While carrying medicinal cannabis or medicinal cannabis products for delivery, a delivery employee of a licensed cannabis delivery service shall ensure the cannabis goods are not visible to the public.
- (k) A delivery employee of a licensed delivery service shall not leave medicinal cannabis or medicinal cannabis products in an unattended motor vehicle unless the motor vehicle is equipped with an active vehicle alarm system.
- (l) A vehicle used for the delivery of medicinal cannabis or medicinal cannabis products shall be outfitted with a dedicated Global Positioning System (GPS) device for the identifying the geographic location of the delivery vehicle. A dedicated GPS device does not include a phone or tablet. The device shall be either permanently or temporarily

affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during the delivery. At all times, the licensed delivery service shall be able to identify the geographic location of the delivery vehicles that are making deliveries for the delivery service and shall provide the information to the City upon request.

(m) Licensed delivery services must have proper shipping manifest documentation which includes the following information:

- (1) The name of the licensee;
- (2) The names of the authorized drivers;
- (3) The type and quantity or amount of cannabis goods being transported;
- (4) Any unique identifiers issued by the Department of Food and Agriculture;
- (5) The quantity and weight or amount of medicinal cannabis or medicinal cannabis products being transported;
- (6) The time and location of departure;
- (7) The time and location of the expected arrival; and
- (8) The make, model and license plate number of the vehicle.

(n) While making deliveries, an employee of a delivery services shall not carry goods in excess of ten thousand dollars (\$10,000) at any time. This value shall be determined using the retail price of all cannabis goods carried by the delivery service.

(o) While being transported, medicinal cannabis or medicinal cannabis products shall be locked in a box that is secured to the inside of the vehicle.

(p) Vehicles used to deliver cannabis must be non-conspicuous and shall not display signs, logos, pictures or any other form of advertisement which can be detectable by a bystander or observer that the cannabis delivery vehicle may be used or is carrying medicinal cannabis or medicinal cannabis products in the vehicle.

(q) Employees conducting deliveries shall verify the identity of the qualified patient or primary caregiver recipient of the medicinal cannabis or cannabis products in accordance with MAUCRSA.

#### **Section 22-497 – Vehicle Requirements for Medicinal Commercial Cannabis Out of City Delivery Services.**

Prior to commencing operations, a cannabis out of City delivery service shall provide the following information to the City:

- (a) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.

- (b) The year, make, model, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.
- (c) Proof of insurance for any and all vehicles being used to deliver cannabis goods.
- (d) The licensee shall provide the City with the information required by this section in writing for any new vehicle that will be used to deliver cannabis goods prior to using the vehicle to deliver cannabis goods.
- (e) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days.

**Section 22-498 – Delivery Locations Prohibitions and Customers for Medicinal Commercial Cannabis Deliveries.**

Medicinal commercial cannabis delivery businesses with a principal place of business or base of operations located outside of the City permitted to engage in delivery of cannabis and cannabis products inside the City are subject to the following requirements:

- (a) Deliveries of must be made to physical addresses within the City.
- (b) A City-licensed medicinal commercial cannabis delivery businesses shall not deliver medicinal cannabis or cannabis products to an address located on publicly owned land or an address on land or in a building leased by a public agency.
- (c) A City-licensed medicinal commercial cannabis delivery businesses shall not deliver medicinal cannabis or cannabis products to any location not authorized for delivery pursuant to the local delivery license issued by the local jurisdiction authorizing such deliveries.
- (d) Deliveries of medicinal cannabis or cannabis products shall only be made to a qualified patient or primary caregiver pursuant to a valid physician's recommendation for medicinal use.
- (e) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the cannabis permit and all subsequent policies, procedures, and regulations which may be amended by the City Manager from time to in order to enforce this Article IX.

**Section 22-499 – Operating Requirements for Commercial Cultivation.**

- (a) Outdoor commercial cannabis cultivation is prohibited.
- (b) In no case shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- (c) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian

habitat protection, agricultural discharges, and similar matters.

- (d) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
- (e) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
- (f) All applicants for a cannabis cultivation permit shall submit to the following in addition to the information generally otherwise required for a commercial cannabis business:
  - (1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting.
  - (2) A description of a legal water source, irrigation plan, and projected water use.
  - (3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
  - (4) Plan for addressing odor and other public nuisances that may derive from the cultivation site.

#### **Section 22-500 – Operating Requirements for Distributors.**

- (a) A distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premise. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Section 5000(c) of Division 42 of Title 16 of the California Code of Regulations.
- (b) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing.
- (c) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.
- (d) The distributor shall ensure that the batch size from which the sample is taken meets the

requirements of state law, specifically the testing provisions within the California Code of Regulations.

- (e) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the recording shall be maintained for one hundred eighty (180) days pursuant to Section 5305 of Division 42 of Title 16 of the California Code of Regulations. The recordings shall be made available to state and local authorities.
- (f) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Sections 5705, 5710 and 5714 of the California Code of Regulations.

#### **Section 22-501 – Operating Requirements for Testing Laboratories.**

- (a) Testing laboratories shall conduct all testing in accordance with Business and Professions Code Section 26100, and other state and local law, as may be amended from time to time. Each testing laboratory shall be subject to additional regulations as determined from time to time as more regulations are developed under this Article IX and any subsequent State of California law or regulation regarding the same.
- (b) Testing laboratories shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.
- (c) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau.
- (d) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the Bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau.
- (e) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by state law and that the testing laboratory employee transports the sample to the testing laboratory.
- (f) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.
- (g) A testing laboratory may receive and test samples of cannabis or cannabis products from

a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing laboratory shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

### **Section 22-502 – Operating Requirements for Cannabis Manufacturers.**

- (a) Cannabis manufacturing shall only be permitted pursuant to this Article IX and state law.
- (b) Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount which is approved by the Fire Department and authorized by the regulatory permit. Each site or parcel subject to a commercial cannabis business permit shall be limited to a total number of tanks as authorized by the Fire Department on the property at any time.
- (c) Cannabis Manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.
- (d) If an extraction process uses a professional grade closed loop CO<sub>2</sub> gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO<sub>2</sub> must be of at least ninety-nine percent (99%) purity.
- (e) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.
- (f) Certification from an engineer licensed by the State, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:
  - (1) The American Society of Mechanical Engineers (ASME);
  - (2) American National Standards Institute (ANSI);
  - (3) Underwriters Laboratories (UL); or
  - (4) The American Society for Testing and Materials (ASTM).
- (g) The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.

- (h) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.
- (i) Cannabis manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.
- (j) Cannabis manufacturing facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.
- (k) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.
- (l) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

#### **Section 22-503 – Promulgation of Regulations, Standards, and Other Legal Duties.**

- (a) In addition to any regulations adopted by the City Council, the City Manager is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Article IX.
- (b) Regulations shall be published on the City's website.
- (c) Regulations promulgated by the City Manager shall become effective upon date of publication. Commercial cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager.
- (d) Special events and other activities not explicitly regulated by this Article IX shall be subject to state law and shall be subject to additional City regulations as determined from time to time as more regulations are developed under Section 22-503(a) of this Article IX and any subsequent State legislation regarding the same.

#### **Section 22-504 – Community Relations.**

- (a) As a condition precedent to the City's issuance of any license, permit, or entitlement for commercial cannabis activity to a prospective business, each commercial cannabis business shall provide: (1) the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the commercial cannabis business can be provided; and (2) the above information to all businesses and residences located within one hundred (100) feet of the commercial cannabis business.

- (b) During the first year of operation pursuant to this Article IX, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this Article IX shall attend meetings with the City Manager and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of implementation of this Article IX. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the City Manager when and as requested by the City Manager.
- (c) Commercial cannabis businesses to which a permit is issued pursuant to this Article IX shall develop a city approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

#### **Section 22-505 – Fees Deemed Debt to the City.**

The amount of any fee, cost or charge imposed pursuant to this Article IX shall be deemed a debt to the City of San Fernando that is recoverable via an authorized administrative process as set forth in the City ordinance, or in any court of competent jurisdiction.

#### **Section 22-506 – Permit Holder Responsibility for Violations.**

The person to whom a permit is issued pursuant to this Article IX shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of San Fernando, whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the commercial cannabis business whether or not said violations occur within the permit holder's presence.

#### **Section 22-507 – Inspections and Enforcement.**

- (a) The City Manager charged with enforcing the provisions of this Code, or any provision thereof, may enter the location of a commercial cannabis business at any time, without notice, and inspect the location of any commercial cannabis business as well as any recordings and records required to be maintained pursuant to this Article IX or under applicable provisions of state law.
- (b) It is unlawful for any person having responsibility over the operation of a commercial cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business under this Article IX or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this Article IX or under state or local law.
- (c) The City Manager charged with enforcing the provisions of this Article IX may enter the location of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any

samples obtained by the City shall be logged, recorded, and maintained in accordance with established procedures by the City.

### **Section 22-508 – Compliance with State Regulation.**

It is the stated intent of this Article IX to regulate commercial cannabis activity in the City in compliance with all provisions MAUCRSA and any subsequent state legislation or regulation. Any preemptive state legislation or regulation shall control over conflicting terms of this Article IX.

### **Section 22-509 – Anti-Lobbying.**

- (a) Following the submission of an application with the City for a conditional use permit, development agreement, or commercial cannabis business permit, or for any of the cannabis-related business activities subject to this Article IX and before any hearing or other proceeding before the Planning & Preservation Commission or the City Council:
  - (1) The applicant for such entitlements (including the applicant's employees, consultants and other agents) shall be prohibited from contacting any member of the Planning & Preservation Commission or the City Council with the intent to influence any one or more members of the Planning & Preservation Commission or the City Council on the disposition of the applicant's pending entitlement application;
  - (2) Members of the Planning & Preservation Commission and the City Council, shall be prohibited from directly contacting any applicant for any conditional use permit or development agreement including any employees, consultants or other agents for such applicant.
- (b) If an applicant, the applicant's consultant or any other employee or agent of the applicant wish to pose a question regarding their pending application to the City or provide information which the applicant deems important for consideration by the Planning & Preservation Commission or the City Council, such communication shall be made in writing and delivered to the attention of the Director of Community Development. The Director of Community Development shall include such communications as part of any agenda packet materials provided to either the Planning & Preservation Commission or the City Council as part of the public hearings on the entitlements.
- (c) If a member of the Planning & Preservation Commission or a member of the City Council wishes to pose a question to the applicant prior to the hearing on the applicant's entitlements, such query shall be presented in writing to the Director of Community Development and relayed by the Director of Community Development to the applicant. Copies of the written query shall be provided to all other members of body upon which the member posing the question sits and such communication shall also be made part of the agenda materials provided to the Planning & Preservation Commission and the City Council. Applicant responses by the applicant shall be submitted to the City in the same manner set forth under subsection (B) of this section, above.

### **Section 22-510 – Violations Declared a Public Nuisance.**

Each and every violation of the provisions of this Article IX is hereby deemed unlawful and a public nuisance.

**Section 22-511 – Each Violation a Separate Offense.**

Each and every violation of this Article IX shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City of San Fernando. Additionally, as a nuisance per se, any violation of this Article IX shall be subject to injunctive relief, any permit issued pursuant to this Article IX being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City of San Fernando may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager may take immediate action to temporarily suspend a commercial cannabis business permit issued by the City, pending a hearing before the City Manager.

**Section 22-512 – Criminal Penalties.**

Each and every violation of the provisions of this Article IX may in the discretion of the District Attorney or City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

**Section 22-513 – Remedies Cumulative and Not Exclusive.**

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

**SECTION 5. CEQA.** This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15061(b)(3) because the code amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, does not constitute a “project,” and has no potential for causing a significant effect on the environment. Further, Business and Professions Code Section 26055(h) exempts local ordinances, such as the proposed code amendment, from CEQA that authorizes commercial cannabis activity through discretionary review and approval, which this code amendment requires.

**SECTION 6. Inconsistent Provisions.** Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

**SECTION 7. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 8. Publication.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this \_\_\_\_\_ of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Sylvia Ballin, Mayor

ATTEST:

\_\_\_\_\_  
Elena Chavez  
City Clerk of the City of San Fernando

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            ) SS:  
CITY OF SAN FERNANDO                )

I, Elena Chavez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. \_\_\_\_\_ was introduced at the regular meeting of the City Council held on \_\_\_\_\_ day of \_\_\_\_\_ 2018, and thereafter at the regular meeting of said City Council, duly held on the \_\_\_\_\_ day of \_\_\_\_\_ 2018, was passed and adopted by the following votes to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Elena Chavez,  
City Clerk of the City of San Fernando

**EXHIBIT “A”  
BUFFER MAP**



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**NOTICE OF A  
PUBLIC HEARING**  
THE CITY OF SAN FERNANDO CITY COUNCIL

A public hearing on this matter will be conducted by the City of San Fernando City Council on:

**DATE:** January 7, 2019

**TIME:** 6:00 p.m.

**HEARING LOCATION:** City Hall Council Chambers, 117 Macneil Street, San Fernando, CA 91340

**TO BE CONSIDERED:** The San Fernando City Council will conduct a public hearing to consider the Planning and Preservation Commission's recommendation of approval of Ordinance/Code Amendment No. 2018-002 amending San Fernando Municipal Code Chapter 22 (Business) and Chapter 106 (Zoning) to (1) prohibit Citywide medicinal and adult use commercial cannabis retail (both storefront dispensaries/deliveries and non-storefront delivery services) and microbusinesses; and (2) to establish regulations and a discretionary review process for the allowance of medicinal and adult-use commercial cannabis cultivation, distribution, and manufacturing in the M-1 (Limited Industrial) and M-2 (Light Industrial) manufacturing zones, and the Workplace Flex District within the San Fernando Corridors Specific Plan (SP-5) zone, and medicinal and adult use commercial cannabis laboratory testing in the C-1 (Limited Commercial), C-2 (Commercial), and SC (Service Commercial) commercial zones, M-1 (Limited Industrial) and M-2 (Light Industrial) manufacturing zones, and the Workplace Flex, Mixed-Use Corridor and Auto Commercial Districts within the San Fernando Corridors Specific Plan (SP-5) zone. Businesses would be subject to a 450-foot buffer from day cares, youth centers, and K-12 public and private schools. Code Amendment No. 2018-002 would also establish regulations for medicinal-only commercial cannabis deliveries made in the City that originate from outside of the City's boundaries. The City Council will also consider the Planning and Preservation Commission's additional recommendation that Ordinance/Code Amendment No. 2018-002 be amended to include the regulation of non-storefront retail delivery services and microbusinesses (excluding storefront retail).

**CEQA:** The proposed code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) because the code amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, does not constitute a "project," and has no potential for causing a significant effect on the environment. Further, Business and Professions Code Section 26055(h) exempts local ordinances, such as the proposed code amendment, from CEQA that authorizes commercial cannabis activity through discretionary review and approval, which this code amendment requires.

**PUBLIC COMMENT:** Persons wishing to comment on the proposed code amendment may do so orally or in writing at the public hearing or in writing prior to the meeting date. Comments should be sent to Timothy T. Hou, Director of Community Development at (818) 898-1227 or [thou@sfcity.org](mailto:thou@sfcity.org) or by written correspondence to: City of San Fernando, Community Development Department, 117 Macneil Street, San Fernando, CA 91340-2993. Please note that interested parties who may later wish to appeal or otherwise challenge any findings made or action taken by the Planning and Preservation Commission may be limited to appealing or challenging only those issues or concerns that were raised orally or in writing by or before the close of the public hearing conducted by the Planning and Preservation Commission.

For further information regarding this proposal, please contact Timothy T. Hou, Director of Community Development at (818) 898-1227 or [thou@sfcity.org](mailto:thou@sfcity.org) or by written correspondence to: City of San Fernando, Community Development Department, 117 Macneil Street, San Fernando, CA 91340-2993.

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**Timothy T. Hou, AICP**  
Director of Community Development

# SCHOOLS, DAYCARE CENTERS AND YOUTH CENTERS

1. INTERNATIONAL CHURCH OF THE  
FOUR SQUARE GOSPEL
2. GLENOAKS CHRISTIAN ELEMENTARY  
AND WOODEN SHOE PRESCHOOL
3. ROMAN CATHOLIC ARCHBISHOP OF  
LOS ANGELES
4. TRINITY CHURCH
5. SANTA ROSA BISHOP ALEMANY
6. O MELVENY ELEMENTARY SCHOOL
7. CALIFORNIA CHILDREN'S ACADEMY -  
AMANECEER
8. PUC INSPIRE CHARTER  
ACADEMY
9. GRIDLEY STREET ELEMENTARY SCHOOL
10. SAN FERNANDO ELEMENTARY SCHOOL
11. ST. FERDINAND ELEMENTARY SCHOOL
12. CEASAR CHAVEZ LEARNING CENTERS
13. SAN FERNANDO MIDDLE SCHOOL
14. NUEVA ESPERANZA CHARTER ACADEMY
15. MORNINGSIDE ELEMENTARY SCHOOL
16. CALIFORNIA'S CHILDRENS ACADEMY
17. VOLUNTEERS OF AMERICA
18. KIDS 1ST LEARNING CENTER
19. KINDER CARE LEARNING CENTER
20. CALIFORNIA CHILDRENS ACADEMY
21. VOLUNTEERS OF AMERICA BUEN  
PRINCIPIO PRESCHOOL
22. YWCA GREATER LOS ANGELES
23. YOUTH POLICY INSTITUTE
24. SAN FERNANDO HIGH SCHOOL
25. VISTA DEL VALLE DL ACADEMY
26. MENUJAR FAMILY DAY CARE
27. FIRST LUTHERAN SCHOOL
28. LATIN AMERICAN CIVIC ASSOCIATION
29. LEARN FOR LIFE
30. DAYCARE #1
31. DAYCARE #2
32. DAYCARE #3
33. DAYCARE #4
34. DAYCARE #5

## LEGEND

- San Fernando City Boundary
- City Boundary 450 Foot Buffer
- Schools and Daycares
- 450 Foot Buffer
- SP5 Zone (224 Parcels)
- M1, M2, C1, Limited C2 Zones  
(170 Parcels)

## Study Area 450 Foot Buffer



November 8, 2018





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** January 7, 2019

**Subject:** Consideration to Appoint a City Council Ad Hoc Committee to Review Responses to a Request for Proposals for Financial Advisor Services Related to the City's Pension and Other Post Employment Benefit Liabilities

### RECOMMENDATION:

It is recommended that the City Council appoint an Ad Hoc Committee to review proposals, interview firms, and recommend selection of a firm to the full City Council.

### BACKGROUND:

1. On August 20, 2018, staff provided the City Council with an analysis and projection of the City's long-term pension and retiree health (i.e., Other Postemployment Benefits, or OPEB) costs as well as various funding strategies to address those liabilities.
2. The recommended funding strategies included:
  - a. Refinancing a portion of the City's unfunded pension liability to reduce long-term interest costs.
  - b. Establish an Internal Revenue Code (IRC) Section 115 Irrevocable Trust for Pension and OPEB Costs to increase the return on investment for funds held by the City.
  - c. Pre-pay fixed CalPERS costs at the beginning of each year to reduce interest costs.
  - d. Continue to work toward cost sharing for healthcare benefits for active employees and deposit savings from cost sharing into Section 115 Irrevocable Trust to pre-fund retiree health benefits.
  - e. Negotiate employee pension cost sharing if Pension Tax revenues do not cover CalPERS costs.
  - f. Research pension and OPEB forecasting software.

**Consideration to Appoint a City Council Ad Hoc Committee to Review Responses to a Request for Proposals for Financial Advisor Services Related to the City's Pension and Other Post Employment Benefit Liabilities**Page 2 of 3

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3. Subsequent to receiving the presentation and discussing the report, the City Council directed staff to prepare a Request for Proposals (RFP) for financial advisor services to project long-term pension and OPEB obligations and propose various strategies to fund those obligations. The direction included City Council's desire to review proposals, interview firms, and select a firm independent of staff.
4. On October 1, 2018, the City Council reviewed the RFP and authorized the City Manager to release the RFP.
5. On October 3, 2018, the RFP was emailed to five firms that had previously expressed an interest in providing this service. The RFP was also posted on the City's website and on the California Society of Municipal Finance Officers' (CSMFO) website.

**ANALYSIS:**

On November 8, 2018, the City Clerk received five responses to the RFP for Fiscal Advisor Services related to pension and other postemployment benefits. The proposals have been kept in the City Clerk's Office pending appointment of an Ad Hoc Committee to review and make a recommendation to the full City Council.

The Ad Hoc Committee will need to review and evaluate all proposals. Based on their evaluation, the Committee may decide to interview the top firms before making a final recommendation to the full City Council. The Ad Hoc Committee may be disbanded after the City Council awards a contract to the selected firm. It is anticipated that the Ad Hoc Committee will need to meet approximately three to five times throughout January 2019 and February 2019 to complete the assigned tasks.

**BUDGET IMPACT:**

There is minimal impact to forming an Ad Hoc Committee to review proposals. No funding is included in the Fiscal Year 2018-2019 Adopted Budget for the proposed service and it is unknown how much the requested service will cost. Depending on the cost of the proposals, a budget amendment at the time of contract award may be required to fund the requested services. More information on the budget impact will be provided as part of the recommendation from the Ad Hoc Committee.

**Consideration to Appoint a City Council Ad Hoc Committee to Review Responses to a Request for Proposals for Financial Advisor Services Related to the City's Pension and Other Post Employment Benefit Liabilities**

Page 3 of 3

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**CONCLUSION:**

It is recommended that City Council appoint an Ad Hoc Committee to review proposals and make a recommendation to the full City Council.





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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Nick Kimball, Deputy City Manager/Director of Finance

**Date:** January 7, 2019

**Subject:** Review of City Council Priorities

### RECOMMENDATION:

It is recommended that the City Council review and discuss current City Council priorities.

### BACKGROUND:

1. As part of the budget development process each year, the City Council is asked to set Strategic Goals and Priorities for the upcoming fiscal year (Attachment "A").
2. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.
3. The City-wide Strategic Goals articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Strategic Goals tend to remain relatively stable over time.
4. City Council Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within City-wide Strategic Goals, but provide a more specific focus for the upcoming year.
5. On April 2, 2018, the City Council reviewed the proposed Strategic Goals and City Council Priorities for Fiscal Year (FY) 2018-2019 (Attachment "B").
6. During the discussion, Councilmember Fajardo requested staff follow-up with each Councilmember regarding priorities that were not included on the list provided by staff during the meeting and re-agendize the discussion at the following meeting.
7. On April 16, 2018, the City Council reviewed the proposed Strategic Goals and City Council Priorities for FY 2018-2019 with additional priorities provided by Councilmembers (Attachment "C"). The City Council directed staff to update the priorities with an estimated timeline for completion and agendize for future discussion.

**Review of City Council Priorities**Page 2 of 2

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**ANALYSIS:**

The status for each priority has been updated and an estimated timeline for completion has been added. Many of the priorities have been included in the FY 2018-2019 department work programs, which means staff resources have been allocated to move the priority toward completion. Some of the priorities are ongoing long-term goals, such as continuing to stabilize the City's finances and attracting new businesses. Long-term priorities are recommended to be removed from the priority list and included as a Citywide Strategic Goal to reflect the long-term nature of the priority.

It is important to note that many of the items on the City Council Priority list are projects, programs, reports, studies and planning efforts that can only be completed by professional staff with a certain level of experience and expertise, or through a professional services contract with a consultant. Due to the City's significant financial constraints, staff has been trying to address as many Council Priorities as possible using in-house resources. However, the City has a very limited number of professional/management staff and engaging consultants can be extremely costly. In most cases, consultant costs have not been built into the FY 2018-2019 Budget or the five-year General Fund budget projection. While reviewing current priorities and considering the addition of new priorities, please keep in mind the City's financial and staff resource constraints.

**BUDGET IMPACT:**

There is minimal fiscal impact associated with discussing City Council priorities. Should the City Council propose additional priorities, staff will determine the financial impact and provide that information to City Council at a Budget Study session for final direction prior to budget adoption.

**CONCLUSION:**

The City Council Priorities will assist the City Manager with developing department work plans for the FY 2019-2020 budget.

**ATTACHMENTS:**

- A. Citywide Strategic Goals
- B. City Council Priority Status – Fiscal Year 2018-2019
- C. Additional priorities provided on April 16, 2018



## STRATEGIC GOALS

**CITY-WIDE STRATEGIC GOALS  
FISCAL YEAR 2018-2019**

City-wide Strategic Goals articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. They provide broad context for budget development to ensure staff is working toward achieving the organization's long-term objectives. The Strategic Goals guiding the development of the Fiscal Year 2018-2019 budget are:

1. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and preserving reserve balances in a number of critical funds, including, but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.
2. Ensure regional rail projects servicing San Fernando do not create an undue hardship to the City's residents and businesses.
3. Pursue Economic Development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile.
4. Increase capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.
5. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.
6. Offer top notch recreation programs through the Healthy San Fernando initiative and explore opportunities to expand sports programs.
7. Pursue grant funding that addresses a need and provides a net benefit to the City.
8. Continue to review and update the City's policies and procedures.
9. Explore opportunities for community and cultural programs.
10. Increase water conservation efforts, including, but not limited to, community outreach and implementation of water conservation programs.

## ATTACHMENT “B”



## CITY COUNCIL PRIORITIES

**Status Review of Prior and Current Year City Council Priorities  
Fiscal Year 2013-2014 through 2017-2018**

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
1. Work to establish a <b>Property-based Business Improvement District (PBID)</b> .	<b>Included in FY 2018-2019 Department Work Program (City Manager/ Community Development)</b> . Staff has met with Downtown Mall Association on a number of occasions to move forward the PBID process.	Work toward implementation by June 2021.	2013-2014
2. Study and understand all aspects of the City's <b>pension system</b> , including, but not limited to: (a) benefits and disadvantages of the current system; (b) historic shortfalls and projected shortfalls; and (c) the special property tax used to balance such shortfalls.	<b>Included in FY 2018-2019 Department Work Program (Finance)</b> . A study session on the City's pension system and retiree health benefits, including cost projections and recommended funding strategies, was provided to City Council on August 20, 2018. Per City Council direction, staff is working toward securing an independent fiscal advisor.	Study session completed. Fiscal advisor on track to be under contract by June 2019.	2013-2014
3. Study the City's strengths and weaknesses in terms of <b>attracting new businesses, determine which businesses or industries the City could most successfully recruit, and develop a business plan to attract said businesses</b> . This analysis should incorporate a "cost of doing business" review.	<b>Included in FY 2018-2019 Department Work Program (City Manager/ Community Development)</b> . The City awarded a contract to Kosmont Companies to evaluate city-owned development sites and prepare an economic development strategy.	A City Council Study Session on economic development led by Kosmont Companies is anticipated in February 2019.	2014-2015

## Status Review of Prior and Current City Council Priorities

Page 2 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
4. <b>Heritage (Rudy Ortega Sr.) Park</b> – evaluate best usage for the park.	<b>Included in FY 2018-2019 Department Work Program (Recreation &amp; Community Services).</b> The City has an MOU with the Tataviam Tribe for their use of the park. Staff has been in discussions with the Tataviam Tribe on a number of possible uses at the Park.	Ongoing.	2014-2015
5. <b>Energy Efficiency:</b> 1) HERO and PACE programs; 2) Revisit the issue regarding energy efficiency/savings for the City and solicit proposals from various vendors.	<p>1) <b>COMPLETE:</b> During FY 15/16 the City entered into a Professional Services Agreement with Neighborhood Housing Services, implemented the HERO Program, and adopted Urgency Ordinance for Expedited Permitting of Small Residential Rooftop Solar Systems (Urgency Ordinance No. U-1644).</p> <p>2) <b>Included in FY 2018-2019 Department Work Program (Public Works).</b> Staff is working to develop an RFP to solicit energy efficiency/savings proposals.</p>	RFP will be released by June 2019. Award of contract anticipated in summer 2019.	2014-2015

# Status Review of Prior and Current City Council Priorities

Page 3 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
6. <b>Continue to stabilize the City's finances</b> by maintaining a balanced budget, continuing to reduce the General Fund deficit, and establish reserve balances in a number of critical funds, including but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.	<b>Remove from Priorities. Moved to Citywide Strategic Goal.</b> City Council has implemented a deficit reduction plan and developed a five-year financial forecast, discussed a deficit reduction plan. Staff will continue to work with City Council to implement the Plan.	Ongoing	2015-2016
7. <b>Evaluate City service contracts</b> to ensure they are up to date and provisions of contracts are being enforced.	<b>Included in FY 2018-2019 Department Work Program (All Departments).</b> The City has updated the Purchasing Ordinance and has brought all contracts in compliance with the procurement guidelines.	Ongoing. RFPs to be completed in FY 18-19 include IT services, citywide copier services, janitorial services	2015-2016
8. <b>Pursue catalytic projects for the downtown/mall area.</b>	<b>CONSOLIDATED WITH GOAL/PRIORITY #3</b>	See goal/priority #3.	2015-2016
9. <b>Enhance the City's Business Attraction and Retention Program,</b> including streamlining the permitting and entitlement process.	<b>CONSOLIDATED WITH GOAL/PRIORITY #3.</b> Also upgrading permitting software to significantly increase permitting efficiency.	See goal/priority #3.	2015-2016

# Status Review of Prior and Current City Council Priorities

Page 4 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
10. Explore the opportunity for a farmers' market.	Included in FY 2018-2019 Department Work Program (Recreation & Community Services). Staff met with the Mall Association who is very interested in hosting a Mall sponsored farmers market in the Mall area. Staff is discussing feasibility with a farmers' market operator.	Targeting holding a farmers' market in the Mall during spring 2019.	2015-2016
11. Evaluate the City's minimum wage and living wage ordinances.	Included in FY 2018-2019 Department Work Program (Attorney/Finance). On August 6, 2018, the City Attorney and Finance Department gave a presentation on the California and local minimum wage environment. City Council directed staff to conduct outreach and provide updated data.	Second report to City Council by June 2019	2015-2016
12. Continue regional collaboration with Metro and neighboring cities to enhance vehicular and pedestrian transportation options within the City of San Fernando.	Included in FY 2018-2019 Department Work Program (Public Works). The City continues to work closely with Metro on the ESFVTC San Fernando Station, as well as Bus Rapid Transit options in the Valley.	Ongoing	2015-2016
13. Increase capital expenditures to address critical infrastructure needs, including but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.	Remove from Priorities. Moved to Citywide Strategic Goal. Staff developed a Capital Improvement Program and has included a separate CIP plan as part of the budget since FY 16-17.	Ongoing	2015-2016

# Status Review of Prior and Current City Council Priorities

Page 5 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
14. Evaluate policy for neighborhoods to petition for the installation of <b>speed humps</b> .	The City completed speed humps and other traffic calming measures near Vista Del Valle elementary school and is moving forward with speed humps in sections of the alley between Truman and San Fernando. The City has a speed hump policy. Updating the policy may require assistance from a consultant. No funds were included in the FY 2018-2019 budget for this effort.	Fiscal Year 2019-2020	2015-2016
15. <b>Increase the City's use of technology</b> to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.	<b>Remove from Priorities. Moved to Citywide Strategic Goal.</b> The City has updated the network servers and operating software over the last few years. All PCs operating on Microsoft XP have been retired and replaced. In FY 18-19, the City has upgraded the network firewall, backup system, and permitting software.	Ongoing	2015-2016
16. Continue to <b>review and update the City's policies and procedures</b> .	<b>Remove from Priorities. Moved to Citywide Strategic Goal.</b> The City has updated the Budget, Financial, and Purchasing policies. The City Clerk's office completed an update of the City's Records Retention Policy. The Personnel Division is updating the City Personnel Rules, as well as Standard Management Policies and Procedures, which have been outdated for some years.	Ongoing. Update of Personnel rules to be complete by June 2019.	2015-2016

# Status Review of Prior and Current City Council Priorities

Page 6 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
17. Explore opportunities for community and cultural programs.	<b>Remove from Priorities. Moved to Citywide Strategic Goal.</b> The Recreation and Community Services Department has expanded regular programming to include eight (8) JAM sessions, Dia de los Muertos, Eggstravaganza, Holiday Tree lighting, 5K Relay, cultural movies at the Lopez Adobe, etc.	Ongoing.	2015-2016
18. Veteran's appreciation event.	<b>Included in FY 2018-2019 Department Work Program (Recreation &amp; Community Services).</b> City Council created a Veteran's Appreciation Event Ad Hoc (Gonzales, Soto). Staff has been working with the Ad Hoc and 2 local veteran groups to plan alternate forms of recognition.	Ongoing.	2015-2016
19. Community Garden.	<b>Included in FY 2018-2019 Department Work Program (Recreation &amp; Community Services).</b> Staff has discussed a community garden with a local community group. An initial survey of City land shows that there is not sufficient space suitable for a full community garden. Staff may look at smaller alternatives or discuss as part of future private development.	Ongoing.	2015-2016

## Status Review of Prior and Current City Council Priorities

Page 7 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
20. <b>Increase water conservation efforts</b> , including but not limited to, community outreach and implementation of water conservation programs.	<b>Remove from Priorities. Moved to Citywide Strategic Goal.</b> In May 2015, the City Council implemented Phase II water conservation efforts including new city parkway turf replacement guidelines; City has reduced exterior watering at City facilities; City continues to follow State water conservation mandates while promoting MWD rebate programs for low-flow toilets and showerheads, and turf replacement programs; City has completed construction of a drought tolerant median landscaping project on Brand Boulevard to help save water.	Remove as Priority. This is also a Citywide Goal.	2015-2016
21. Develop Economic Development Strategy.	<b>CONSOLIDATED WITH GOAL/PRIORITY #3</b>	See goal/priority #3.	2016-2017
22. Create and implement a Rent Control Program.	<b>On-hold.</b> On July 18, 2016, staff presented City Council with a number of options for a rent control regulatory options. Council gave direction to draft residential rent increase dispute resolution regulations similar to those in place in Fremont, CA. The CD Director had been working with the City Attorney prior to separation. This was put on-hold due to staff shortage.	No additional action has been taken. If directed, staff can include in FY 2019-2020 Work Program for Community Development.	2016-2017

**Status Review of Prior and Current City Council Priorities**

Page 8 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
23. Develop comprehensive list of all deferred maintenance and needed infrastructure improvements.	<b>Included in FY 2018-2019 Department Work Program (Public Works).</b> The City has information on vehicle replacements, tree trimming maintenance, street light replacements, sewer/water main replacement and street pavement. This will be consolidated and included in the FY 2019-2020 budget discussions.	To be discussed during FY 2019-2020 budget study sessions.	2016-2017
24. Evaluation of <b>traffic flow and parking in the Civic Center Area.</b>	<b>Complete.</b> Parking around City Hall was re-assigned to create more public parking and meters in the Civic Center area have been upgraded to smart meters to improve parking controls	Completed in December 2018.	2016-2017
25. Explore possibility of <b>building a pedestrian bridge over the existing rail right-of-way connecting residents and businesses on 1<sup>st</sup> Street to the Downtown Area.</b>	Staff will discuss this with Metro as part of the East San Fernando Valley Transit Corridor light rail construction project.	To be discussed with Metro.	2016-2017

# Status Review of Prior and Current City Council Priorities

Page 9 of 9

Description of Goal/Priority	Status	Timeline	Fiscal Year Added
26. Implementation of the <b>Neighborhood Preservation and Revitalization Program.</b>	<b>Included in FY 2018-2019 Department Work Program (Community Development).</b> City Council created a Code Enforcement Ad Hoc Committee (Fajardo, Lopez) to discuss additional enforcement activity to ensure property in town is adequately maintained. Staff is also exploring an incentive program to assist property owners with revitalizing their property.	Ongoing. Staff continues to work with the Ad Hoc Committee regarding the City's level of code enforcement. Staff is preparing to issue a RFP for administrative services to assist with code enforcement citations in January 2019.	2016-2017
27. Create and implement a <b>motorcycle officer traffic enforcement program in the Police Department.</b>	<b>Included in FY 2018-2019 Department Work Program (Police).</b> The Police Department has created a traffic program to enhance traffic enforcement citywide and upgraded 2 parking enforcement officers from part-time to full-time to increase parking enforcement citywide.	Ongoing.	2016-2017
28. No new priorities were added during budget process. City Council directed staff to focus on core mission items and completing existing priorities.	All vacant Department Head positions have been filled with permanent appointees.		2017-2018

## ATTACHMENT "C"

CITY COUNCIL PRIORITIES

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**Additional Priorities Added on April 16, 2018:**

1. Implementing LGBT initiatives from 2013/2014.
2. Google fiber / fiber-optic broadband for businesses and residents.
3. Updated list of deferred maintenance / streets master plan with timeline to pay for repairs.
4. Event for seniors to teach them how to use Facebook.
5. List of the number of liquor licenses in the city, and a chart showing increases over the years.
6. Video record City Council meetings.
7. "Open house" day for City Hall for students to visit.
8. Parking permit system.
9. Automatic recount of elections if results are close (Considered by City Council on 6/18/2018 with no direction to proceed).
10. Development round table.
11. Clergy Council / community event on National Day of Prayer.
12. Spreadsheet for contracts.
13. Social media policy / policy for passwords.
14. Down-payment assistance for home buyers akin to City of LA's LIPA/MIPA.
15. Explore local Fire Station/substation in San Fernando (Ad Hoc Committee formed on 6/4/2018 and met on 8/14/2018. No further direction given).





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager

**Date:** January 7, 2019

**Subject:** Consideration to Approve a Social Media Policy

### RECOMMENDATION:

It is recommended that the City Council approve a Social Media Policy (Attachment "A").

### BACKGROUND:

1. A core function of any local government is to communicate and provide information to its constituents. It is incumbent upon the any organization with that responsibility to do so in a manner that reaches as many constituents as possible within the constraints of limited resources.
2. Over the last 10 years, there has been a fundamental shift in the way people receive news and information. The shift has been away from traditional print and radio media to digital messages post by, and shared between, friends, neighbors and followers.
3. In 2016, the City joined multiple social media platforms (i.e. Facebook, Instagram and Twitter) in an effort to more effectively communicate and provide information to constituents.
4. In 2018, the City launched the official City of San Fernando page on Nextdoor.

### ANALYSIS:

The City recognizes the importance of social media, communicating with public and reaching a broader audience to convey information about the City's mission, meetings, activities and current issues. The City has an overriding interest and expectation to protect the integrity of the information posted on its social media sites and the content that is attributed to the City and its officials. As such, the City has determined the need for a Social Media Policy to ensure that the City's social media outlets maintain the highest professional image, as well as meet legal

**Consideration to Approve a Social Media Policy**Page 2 of 2

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standards. The policy shall establish oversight, administration and management guidelines for departmental use of social media to further the goals of the City.

**Administrative Rights and Responsibilities.**

All platforms, including usernames and passwords, are administered by the City Manager's Office to ensure that content is consistently branded and contains visual elements/graphics that clearly identify official City programming. Each platform is monitored regularly for exploitation, misuse and that all comments are appropriate to the related post. See Attachment "B" for a complete list of official Social Media platforms.

**Content.**

Content should be useful, relevant, and clearly communicated. Content ideas (i.e., program information, meeting notices, special events, etc.) may be initiated by any department. To reinforce a consistent and uniform appearance, the City Manager's Office will determine the appropriate social media platform and tools to utilize. Content is scheduled to post using various methods (e.g., native platform or a social media dashboard) and timed to ensure optimum performance of each platform, as well as engaging its respective followers.

**BUDGET IMPACT:**

There is no budget impact associated with approving a Social Media Policy. Staff time involved in administering and maintaining each social media platform is included in the City Manager's work plan for the Fiscal Year 2018-2019. Additionally, establishing a Social Media Policy is an integral aspect of remaining in compliance with the City's Cyber Risk Policy that provides the City with financial security in the event of a cyber breach.

**CONCLUSION:**

Establishing a Social Media Policy clearly states the City's intent in maintaining the highest professional image of the City, as well as meeting legal standards and complying with all City policies and codes of conduct.

**ATTACHMENTS:**

- A. Proposed Social Media Policy
- B. Official Social Media List
- C. Social Media Request Form

## POLICY/PROCEDURE

SUBJECT	ISSUANCE	
	ORIGINAL DATE	EFFECTIVE
SOCIAL MEDIA POLICY	JANUARY 7, 2019	JANUARY 7, 2019
	CURRENT DATE	EFFECTIVE
	JANUARY 7, 2019	JANUARY 7, 2019
CATEGORY	POLICY NO.	SUPERSEDES
COMMUNICATION	ADM-	N/A

### MANAGEMENT POLICY/PROCEDURES

#### SECTION I. PURPOSE

The City of San Fernando (City) recognizes the importance of social media, communicating with public and reaching a broader audience to convey information about the City's mission, meetings, activities and current issues. The City has an overriding interest and expectation to protect the integrity of the information posted on its social media sites and the content that is attributed to the City and its officials. The purpose of this policy is to ensure that the City's social media outlets maintain the highest professional image of the City of San Fernando and meet legal standards. The policy shall establish oversight, administration and management guidelines for departmental use of social media to further the goals of the City.

#### SECTION II. STATEMENT OF POLICY

This policy applies to all City of San Fernando officials, employees, volunteers and designated contractors who, as part of their job responsibilities and requirements, are authorized to speak on behalf of the City in their official capacity.

1. Primary communication: While City-approved social media sites are to be used for the purpose stated above, they are not intended to serve as the primary means of City communication.
2. Official postings: City social media sites shall clearly state that such sites are officially maintained by the City and that the sites comply with the City's social media policy. All postings on City social media sites should reflect information that can be found on the City's official website or by other official communication means. City social media used on City's behalf is not intended to be a source of original or new City content. If original or new content is created with any social media site on the City's behalf, it must be captured in a record keeping system that comports with the City's record policy.
3. City identification: To the extent possible, City social media sites shall be consistently branded, contain visual elements/graphics clearly identifying such sites as official City sites, and distinguishing them from non-professional or personal use. Such identification of official City social media sites shall include the use of City logos, contact information including an official City email address, link to the official City website, and links to other social media sites as applicable.
4. The City Manager is designated as the City's Public Information Officer.

5. **Public Information Officer:** The Public Information Officer (PIO) is responsible for administration of the City's social media sites, enforcement of this policy, and securing protection of City information technology assets against potential distractive technical incidents in the context of social media use. Approval of social media sites under consideration by the City shall be made by the PIO following consultation from legal counsel, human resources, and risk management personnel, as appropriate.
6. **Compliance:** Only employees who are authorized by the PIO may post on social media sites on behalf of the City. Employees representing the City on social media sites shall conduct themselves at all times as a professional representative of the City and shall comply with all City policies and codes of conduct.
7. **Authorization:** Only employees authorized in writing by the PIO may establish and moderate City social media sites. Authorized employees may also be designated appropriate levels of social media use, as follows: publish, edit, comment, or review only. Other than the foregoing, the employee shall not share personal information about himself/herself or any other City employee. Those authorized to speak on behalf of the City and social media sites shall only address issues within the scope of their specific authorization.
8. **Site termination/duty of care:** The City reserves the right to terminate official City social media sites at any time without notice. The use of social media by the City is not intended to create any contract with anyone at any time or in anyway, nor is any use of social media by the City intended to create an expectation of action to be taken by the City. The public is warned that there is no reasonable expectation that City, nor any emergency services of the City, will respond to any social media posting. City's use of social media is not intended to, nor does it create, nor may it be relied upon to create, any rights in force by law of any party in any civil or criminal action, nor do they create any obligation or duty of care.
9. **Laws:** All City social media sites shall adhere to applicable federal, state and local laws as well as City policies and regulations.
10. **Public Records Act:** City social media sites are subject to the California Public Records Act. Any content maintained on the official City social media format that is related to City business, including a list of subscribers, posted communications and communication submitted for posting, may be considered a public record and subject to public disclosure. California Public Records Act requests for the production of social media content shall be referred to the City Clerk and City legal counsel for review and further handling.
11. **Brown Act:** City social media sites shall be managed consistent with the Brown Act (California Government Code Section 54950 et. seq). City Council members (and all City commissioners) should not respond to any published postings, or use the City social media sites or any other form of electronic communication to respond to, blog or otherwise discuss, deliberate or express opinions on any issue within the subject matter jurisdiction of the City Council (or City Commission), or for any political purpose, because such responses may create a meeting in violation of the Brown Act.
12. **City officials and employees (staff)** may not use public resources for personal or campaign purposes.
13. **Rights to amend:** Technology, social media capabilities and scope, and online behaviors are changing constantly. Because of this constant adjustment and adaptation, the City reserves the right to change

modify or otherwise amend all or part of this policy at any time.

14. Dissemination of Information: The City seeks to provide timely information to the public. Where possible, the City will disable public comment functions on its social media sites. Posts will direct comments to a City email address.

### **SECTION III. PROCEDURE**

1. Monitoring and approval: Administration of the City's social media sites shall include, but is not limited to regular monitoring of each site, as well as reviewing and approving all content for the City's social media sites and responding to users as appropriate. The City reserves the right to refrain from posting or to remove any content at its discretion. Such administration shall also include ensuring compliance with City and authorize posters on City's behalf with all applicable federal, state, county and local laws, regulations and policies.
2. Corrections: In the event that any social media communication needs to be corrected, amended or clarified, the PIO will determine what qualifications or supplement to the earlier social media communication is needed. Employees seeking a correction should immediately raise any concerns with the PIO.
3. List of sites: The PIO shall maintain a list of all City social media sites that are approved and operating along with usernames and passwords. Usernames and passwords shall remain confidential and shall not be shared with employees.
4. Accuracy/Review: The PIO must maintain accurate City information on social media sites and check for exploitation and misuse by reviewing and updating each social media site as necessary and appropriate on a regular basis.
5. Establishment and use: No City Department, Commission, or City sponsored program may establish a social media site(s) without prior approval of the PIO.
6. City social media sites shall be established using only an official City email address.
7. Employee violations: Any City employee who violates policy may be denied access to all City social media sites and subject to disciplinary actions.
8. Business purposes: City social media sites shall be maintained by designated employees and may be used for business purposes only. The City's Social Media Policy governs the use of any City administered social media site; regardless of whether the site (s) is (are) accessed from City computers or from computers outside the City.
9. Restrictions/Removal of Content: The City reserves the right to restrict or remove any content that is in violation of any applicable law or the City's Social Media Policy. Any content which is removed will be retained by the City for a reasonable period of time, and will include the time, date, and username or screen name of the content originator when possible.

10. Sponsored by City: All social media sites established and administered by the City will clearly state that they are sponsored by the City and either show or provide a link to the City's Social Media Policy and comments policy.
11. Links: Whenever possible, all social media sites shall be linked via the appropriate technology to the City's website for forms, documentation, online services and any other information or services necessary to conduct business with the City.
12. Staff time: All staff time allocated to social media sites will be to conduct City business only.
13. Password: City social media passwords shall not be shared with any unauthorized personnel.

#### **SECTION IV. CONTENT**

1. As a public entity, the City must abide by certain standards to serve all of its constituents in a civil and unbiased manner.
2. Comments or contents containing any of the following inappropriate forms of content shall not be permitted and are subject to removal and/or restriction by the City:
  - a. Comments not related to the business of the City (or specific department, if Department – specific site), or not relevant to the original topic;
  - b. Violent, profane, obscene or pornographic content and/or language;
  - c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, sexual orientation, gender, or national origin;
  - d. Content that threatens or defames any person or organization;
  - e. Content that is hateful or incites violence;
  - f. Solicitation of commerce, including but not limited to, advertising of any non-government related event, or business or product for sale;
  - g. Conduct in violation of any federal, state or local law;
  - h. Encouragement of any illegal activity;
  - i. Information that may tend to compromise the safety or security of the public or public systems; and
  - j. Content that violates a legal ownership interest, such as a copyright, of any party.

**SECTION V. AUTHORITY**

By order of the City Council Motion (Item No. \_\_), Policy adopted by the City Council on January 7, 2019.





## OFFICIAL SOCIAL MEDIA

Follower Count As Of 12/28/18



### FACEBOOK (FB)

An online social media and social networking platform that allows users to share updates, photos, send messages, and videos, as well as FB Live videos.

Currently, the City maintains four pages:



#### [@TheCityOfSanFernando](#)

The official FB page for the City; 2,575 followers.

All City-related and City-sponsored (and co-sponsored) programs (i.e., recreation, cultural arts, police, sports, refuse, community events, special events, public meeting notices, weather advisories, etc.) are posted here.



#### [@SanFernandoPolice](#)

The official FB page for the San Fernando Police Department; 3,201 followers.

All police-related programs (i.e., Neighborhood Watch, Business Watch, special events, safety information, etc.) are posted here.



#### [@SFRecreation](#)

The official FB page for the Recreation and Community Services Department; 445 followers.

All department-related programs (i.e., recreation, sports, wellness, senior, special events, etc.) are posted here. 445 followers.



#### [@HealthySanFernando](#)

The official FB page for the Healthy San Fernando Campaign; 974 followers.

All health-related programs (i.e., wellness, sports, fitness, special events, etc.) are posted here.



### INSTAGRAM (IG)

A mobile-based photo and video-sharing social networking platform that allows users to capture, edit and share photos, videos and messages.

Currently, the City maintains one page:



#### [@OfficialCityOfSanFernando](#)

The official IG page for the City; 1,782 followers.

As with the City FB page, all City-related and City-sponsored (and co-sponsored) programs are posted here.

## OFFICIAL SOCIAL MEDIA

### City of San Fernando

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#### TWITTER

An online news and social networking platform that allows users to post and interact with messages known as “tweets” that are restricted to 240 characters.

Currently, the City maintains three pages:



##### [@CitySanFernando](#)

The official Twitter page for the City; 268 followers.

As with the City FB page, all City-related and City-sponsored (and co-sponsored) programs are posted here.



##### [@SanFernandoPD](#)

The official Twitter page for the San Fernando Police Department; 469 followers.

As with the Police Department's FB page, all police-related programs are posted here.



##### [@FitSanFernando](#)

The official Twitter page for the Healthy San Fernando Campaign; 41 followers.

As with the Campaign's FB page, all health-related programs are posted here.



#### NEXTDOOR

An online private social network platform that allows neighborhood communities to share what's happening in the local community.

Currently, the City maintains one page:

##### [City-Of-San-Fernando](#)



The official Nextdoor page for the City. As with the City FB page, all City-related and City-sponsored (and co-sponsored) programs are posted here. For government agencies, this is an opt-out platform (residents in San Fernando's geographic area are automatically subscribed to the City's feed unless they opt-out). 738 members have joined Nextdoor out of 7,435 households.

# Social Media Request Form

\* Required

1. I have read the City of San Fernando Social Media Policy and this social media post complies with the policy \*

Check all that apply.

☐ Yes

2. Today's Date:

Example: December 15, 2012

3. Department Name: \*

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4. Name of Submitter: \*

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5. Include the time and date that you would like your files to be posted (i.e. ASAP, Next Week, Tuesday 9:00am)

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6. Upload the file(s) that you would like posted. (i.e. Image, Video, GIF, Flyer)

Files submitted:

7. Create a "caption" that you would like along with your file. (i.e. Short summary, reminder, link)

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8. If you would like a post created for you, insert all information necessary

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**9. Insert any hashtags that you would like used on your post (i.e. #SanFernandoVotes, #Hiring)**

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**10. If you would like to tag (link) any other accounts to your post, please include their social media names (i.e. @lapdhq, @sfcitychamber)**

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**11. Extra Information: (Is this a repeating post, special requests etc.)**

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**For Public Information Officer:****12. Date Received and Processed**

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**13. Approved/Denied***Mark only one oval.*

- ☐ Request has been approved
- ☐ Approved has been denied

**14. Reason for denial:**

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## AGENDA REPORT

**To:** Vice Mayor Sylvia Ballin and City Councilmembers

**From:** Mayor Joel Fajardo

**Date:** January 7, 2019

**Subject:** Consideration to Approve City Council Liaison Assignments and Ad Hoc and Standing Committees for 2018-2019

### RECOMMENDATION:

I have placed this item on the agenda for City Council review and consideration.

### BACKGROUND/ANALYSIS:

Each year, the City Council reorganizes which involves, in part, new (or re-appointed) liaison assignments to various commissions and organizations. Pursuant to Section 11.2 of the City Council Procedures Manual, the Mayor, with the consent of the majority of the City Council, may appoint liaisons to these committees (Attachments "A" and "B").

Due to the General Municipal Election and changes to the members of the City Council, it is also appropriate to review the Ad Hoc and Standing Committees List (Attachment "C") and address necessary changes.

Proposed changes to the Ad Hoc and Standing Committees List include:

#### Removal:

- Policy Regarding Art Murals (Soto, Fajardo)
- Ice Cream Truck Vendor Operations Regulations (Soto, Fajardo)

#### Addition:

- Update to the City General Plan (Pacheco, Ballin)

### CONCLUSION:

Review and approval of the changes to the City Council Liaison Assignments will allow the City of San Fernando to have consistent and appropriate representation in various governmental associations of which the City is a participating member. The City Council may discuss the scope

**Consideration to Approve City Council Liaison Assignments and Ad Hoc and Standing Committees for 2018-2019**Page 2 of 2

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of the proposed Ad Hoc Committee and I recommend that City Council adopt both lists. Committees not named in this report would be considered deleted but Council may, at any time, add various Ad Hoc Committees as deemed necessary.

**BUDGET IMPACT:**

There is no impact to the budget by ratifying the City Council Liaison Assignments and approving the proposed changes to Ad Hoc and Standing Committees lists.

**ATTACHMENTS:**

- A. City Council Liaison Assignments for 2018-2019
- B. City Council Liaison Assignments – Detailed Description
- C. City Council Ad Hoc & Standing Committees



## CITY COUNCIL LIAISON ASSIGNMENTS 2018-2019

Updated: January 7, 2019

AGENCY/COMMITTEE	MEETING DAY	APPOINTEE(S)	NOTE
San Fernando Downtown Mall Merchants Association	Mornings (as needed)	Robert C. Gonzales Alt: Joel Fajardo	
City Selection Committee (L.A. County)	Night	Joel Fajardo Alt: Antonio Lopez	
Valley Economic Alliance	Day	Joel Fajardo	
Independent Cities Association (ICA)	Night	Robert C. Gonzales Alt: Antonio Lopez	
Independent Cities Risk Management Authority (ICRMA)	Day	Alex Meyerhoff Alt: Nick Kimball Sub Alt: Michael Okafor	<i>Adoption of a new Resolution is required when Boardmembers are changed</i>
Independent Cities Finance Authority (ICFA)	Day	Sylvia Ballin Nick Kimball	<i>Adoption of a new Resolution is required when Boardmembers are changed</i>
League of California Cities	1 <sup>st</sup> Thursday Evening	Hector A. Pacheco Alt: Joel Fajardo	
San Fernando Valley Council of Governments (SFVCOG)	TBD	Joel Fajardo Alt: Sylvia Ballin	
Southern California Association of Governments (SCAG)	1 <sup>st</sup> Thursday Morning	Hector A. Pacheco Alt: TBD	
Metropolitan Water District (MWD) of Southern California	Day	Yazdan T. Emrani	
Los Angeles County Metropolitan Transportation Authority (MTA) East San Fernando Valley Transit Corridor	Vary (as needed)	Robert C. Gonzales	
Los Angeles County Metropolitan Transportation Authority (MTA) San Fernando Valley Service Council	1 <sup>st</sup> Wednesday Evening	Robert C. Gonzales	
Greater Los Angeles County Vector Control District	2 <sup>nd</sup> Thursday Evening	Jesse H. Avila	<i>9-17-18 CC action to fill R. Herrera unexpired term through January 2021</i>
Upper Los Angeles River and Tributaries Working Group (Mountains Recreation and Conservation Authority)		Sylvia Ballin	

## CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

Page 1 of 3

Revised: 10/9/18

Agency / Committee	Meet	Appointee	Purpose / Other Information
San Fernando City Chamber of Commerce	No set meeting day/time	Vacant (4/13/2017)	(No other information has been provided to the City)
San Fernando Downtown Mall Merchants	No set meeting day/time (as-needed to allow merchant participation)	Required (No)	To enhance and promote our downtown mall. <b>Stipend – No</b>
City Selection Committee (Los Angeles County)	Night, 3 – 4 per year, at the call of Chair	Required (Mayor) Alt Required (Councilmember)	To appoint City representatives to such boards, commissions and agencies as may be required by law; i.e., LAFCO, SCAQMD, LACoMTA, LACo Hazardous Waste Management Advisory Committee; and to nominate for appointment of members to the California Coastal Commission. <a href="http://cityselection.lacounty.gov/">http://cityselection.lacounty.gov/</a> <b>Stipend – No</b>
Valley Economic Alliance	Day	Required (Mayor) Alt Required (No)	Private, non-profit economic development and marketing corporation that works with public and private stakeholders for the purpose of growing and sustaining the economic base of the SFV and improving the quality of life in the five-city region (Calabasas, Burbank, Glendale, LA and SF). <a href="http://www.thevalley.net/">http://www.thevalley.net/</a> <b>Stipend – No</b>
California High-Speed Rail Authority	Date/Time/Location Vary	Lead: (No, but in City's best interest) Alt Required (No)  <i>Staff Contact: Community Development Director</i>	Responsible for planning, designing, building and operation of the first high-speed rail system in the nation. California high-speed rail will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a state-wide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the state's 21st century transportation needs. City Council Ad Hoc Committee (Lopez/Gonzales) created on 10/21/13. <a href="http://www.hsr.ca.gov/">http://www.hsr.ca.gov/</a> <b>Stipend – No</b>
Independent Cities Association (ICA)	Night	Required (No) Alt Required (No)	ICA is a 501 (c)(3) nonprofit, public benefit corporation created in 1960. It is made up of 48 member cities in the Southern California area. The organization focuses on education, legislative advocacy, intergovernmental relationships and other major issues that transcend the boundaries of its member cities. It is governed by a 26 member Board of Directors elected by the member cities; maintains public/private partnerships with carefully selected public and private sector organizations to further interests of all concerned. <a href="http://icacities.org/">http://icacities.org/</a> <b>Stipend – No</b>
Independent Cities Risk Management (ICRMA)	Day, Usually occurs in Feb/ Apr/ Jun/ Aug/ Oct/ Dec	Required (Elected Councilmember) Alt Required (Elected Councilmember or Appointed Staff)	Pool of 22 cities that share costs of purchasing and funding excess insurance and risk management services. Participating cities share the risk per loss occurrence beyond the self-insured retention(SIR) <b>Adoption of a new Resolution is required when Boardmembers are changed or added</b> <a href="http://www.icrma.org/">http://www.icrma.org/</a> <b>Stipend – No</b>
Independent Cities Finance Authority (ICFA)	Lunch meetings 4 times per year (alternate locations)	Required (Elected Councilmember) Alt Required (Staff Member)	ICFA is an unaffiliated joint powers authority that provides programs (that help address California's housing crisis) to local governments, nonprofits, and other agencies. ICFA also helps fund a variety of capital improvements for municipalities, schools, special districts, and Mello-Roos facilities, as well as projects impacting the economic development of a community. Pool of 9 member cities (i.e., Baldwin Park, Compton, Hawthorne, Hermosa Beach, Huntington Park, Lynwood, South Gate, and San Fernando) and 55 associate member cities. <b>Adoption of a new Resolution is required when Boardmembers are changed or added</b> <a href="http://www.icfauthority.org/">http://www.icfauthority.org/</a> <b>Stipend - \$150 per meeting (Max of 4 mtgs per year - \$600 cap)</b>

# CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

Page 2 of 3

Revised: 10/9/18

Agency / Committee	Meet	Appointee	Purpose / Other Information
League of California Cities	No longer hold regular monthly meetings (evenings)	Required (Councilmember) Alt Required (No)	Recognized and respected as the leading advocate for the common interests of California's Cities; to restore and protect local control through education/advocacy in order to enhance the quality of life. <b>Stipend – No</b>
San Fernando Valley Council of Governments (SFVCOG)	Usually 1x/month 10:00 am (Van Nuys)	Required (Councilmember) Alt Required (Councilmember)  <i>Staff Contact: Community Development Director</i>	To discuss and formulate representation and advocacy at the regional, state and federal levels regarding planning for land use, housing, transportation, environmental and other related issues impacting the SFV; would operate as a sub-regional COG within the SCAG region; will have an opportunity to access state and federal planning funds for regional planning and transportation programs through SCAG, which has the potential to directly benefit local planning efforts within City of SF and the other cities in the sub-region. <a href="http://www.sfvkog.org/">http://www.sfvkog.org/</a> <b>Stipend – No</b>
Southern California Association of Governments (SCAG)	Morning, 1 <sup>st</sup> Thurs. General Assembly meeting in May	Required (Selected by Mayor) Alt Required (Selected by Mayor)  <i>During the year, city delegates and alts may or may not change. Names should be submitted prior to April.</i>	Under the guidance of the Regional Council and in collaboration with partners, the mission is to facilitate a forum to develop and foster the realization of regional plans that improve the quality of life for So. Calif. Regional Council is comprised of 75 elected officials representing 187 cities, 6 counties, 4 County transportation commissions, and a tribal government representative within Southern California. Santa Clarita and San Fernando alternate every two years. SF will be on the SCAG Board in 2015 (per Lillian Harris-Neal) <a href="http://www.scag.ca.gov/Pages/default.aspx">http://www.scag.ca.gov/Pages/default.aspx</a> <b>Stipend - \$120 per meeting &amp; mileage reimbursement; Max. of 6 per month</b>
Transit Oriented Development (TOD) Overlay Zone Project Development Ad Hoc Committee		Two Council Ad Hoc Members	In May 2013, the City entered into an agreement with Metro accepting \$282,392 in Metro Transit Oriented Development (TOD) Planning Grant Award funds to prepare the City of San Fernando TOD Overlay Zone Project, inclusive of the Zone Code and General Plan Amendment and associated EIR. In May 2014, the City Council approved a Professional Services Agreement with Sargent Town Planning to Prepare the City of San Fernando TOD Overlay Zone. In August 2014, City Council approved the make-up of an 11-member Development Ad Hoc Committee including two Councilmembers.
Metropolitan Water District (MWD) of Southern California	Day, 3 official meeting dates per month, and other functions	Required (No, but in the City's best interest) Alt Required (Not allowed)	Sell high-quality water to member agencies and have a responsibility to meet current and future water needs in an environmentally and economically responsible way; in 1972, City paid millions to become a MWD member; Board members are often invited to present awards or attend receptions; 100% voluntary <a href="http://www.mwdh2o.com/">http://www.mwdh2o.com/</a> <b>Stipend – No, but mileage reimbursement and expenses</b>
L.A. County Metropolitan Transportation Authority (MTA) East San Fernando Valley Transit Corridor	Day, Usually meets once per month at alternating city locations; time varies	Required (No, but in City's best interest) Alt Required (No)  <i>Note: Public Works Director regularly attends</i>	12 cities make-up the Northern region within MTA service area; meetings include information on Regional Rail system, State and Federal updates, the call for projects and other transportation related issues. <a href="http://www.metro.net/projects/east-sfv/">http://www.metro.net/projects/east-sfv/</a> <b>Stipend – No</b>
L.A. County Metropolitan Transportation Authority (MTA) San Fernando Valley Service Council	Night, 1 <sup>st</sup> Wed. 6:30 – 8:30 pm Marvin Braude Constituent Center 6262 Van Nuys Blvd., Van Nuys	Appointee can be private citizen who is a regular transit user Alt Required (No)  <i>Note: Appointment process is expected to change if the SFVCOG is established, whereby the SFVCOG will appoint members to the Council</i>	Responsible for studying and planning public transportation service to improve efficiency within Metro SFV; make recommendations to the MTA Board regarding service issues; work with transit planners and local authorities/transit operators to ensure coordination of service; hold public hearings to gain input on proposed changes. Not responsible for fare and pass structures, new project construction or Metro Rail. <b>Coordinate w/ Glendale to determine who can best represent the tri-cities (Burbank currently has a rep)</b> <a href="http://www.metro.net/about/local-service-councils/sfv/">http://www.metro.net/about/local-service-councils/sfv/</a> <b>Stipend - \$100 per mtg; max. of \$200 per month</b>

## CITY COUNCIL LIAISON ASSIGNMENTS – Detailed Descriptions

Page 3 of 3

*Revised: 10/9/18*

Agency / Committee	Meet	Appointee	Purpose / Other Information
<b>Greater Los Angeles County Vector Control District (GLACVCD)</b>	Night, 2 <sup>nd</sup> Thurs 7 pm District Headquarters 12545 Florence Ave Santa Fe Springs, CA 90670	Required (Must be a registered voter) Alt Required (Does not recognize)	<p>Public health agency committed to providing vector control and disease abatement for 34 member cities and areas of LACo; appointed representative is one of 35 Trustees who make policy, determine the budget, and oversee the operations of the District. Per State Health and Safety Code, representatives must be appointed to serve a full 2 or 4 year terms or to fill an unexpired term; should not be appointed on a yearly basis; once appointed, will serve until the expiration of his/her term unless he/she resigns or is no longer a voter and resident within the respective county or city of the appointing body. SHSC 2022 (a – e); Subsections b requires that each person appointed by a city council to be a member of board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.</p> <p><a href="http://www.glacvcd.org">www.glacvcd.org</a></p>
			<p><i>Stipend - \$100 per month to cover travel expenses</i></p>



## CITY COUNCIL AD HOC &amp; STANDING COMMITTEES

Updated: January 7, 2019

AD HOC COMMITTEES				
DATE CREATED		DATE CLOSED OUT /PROJECT ENDS	NAME	MEMBERS
1	4/2/2013		East San Fernando Valley Transit Corridor	Pacheco Ballin
2	2/6/2017		Commercial Cannabis Alternatives (Discussion re associated application processes to facilitate medical and/or non-medical commercial cannabis activities, selecting and securing a consultant to undertake certain activities, necessary follow-up items)	Fajardo Ballin
3	5/1/2017		Accessory Dwelling Units	Fajardo Pacheco
4	8/21/2017		Organize a Veterans' Recognition Event Committee in the City	Gonzales Fajardo
5	10/2/2017		Disaster Relief Fund	Ballin Fajardo
6	10/16/2017		Code Enforcement	Fajardo Lopez
7	5/7/2018		Wild Horse Children's Foundation regarding the use of Pioneer Park	Lopez Gonzales
8	6/18/18		Parking Meters	Gonzales Fajardo
9	10/1/18		Financial Advisor Services	Gonzales Fajardo
10	1/7/19		Update to City General Plan	Pacheco Ballin
STANDING COMMITTEES				
DATE CREATED		MEETING DAY/TIME	NAME	MEMBERS
1	8/2010	Vary (as needed)	California High-Speed Rail Authority Standing Committee	Fajardo Ballin









## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Councilmember Hector A. Pacheco

**Date:** January 7, 2019

**Subject:** Consideration to Reappoint an Education Commissioner

**RECOMMENDATION:**

I recommend that Angel Zobel-Rodriguez be reappointed as my representative to the Education Commission.

**BUDGET IMPACT:**

The City pays each Commissioner \$75.00 for attendance at up to one (1) meeting per month. A total of \$900 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are appropriated in the Fiscal Year 2018-2019 Budget.

**ATTACHMENT:**

A. Commission Application



## APPLICATION TO SERVE ON A CITY COMMISSION

Recommended by  
City Councilmember:

Hector A. Pacheco

*This is a public document.*

To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

Name: Angel Zobel-Rodriguez Phone Number: [REDACTED]

Residence Address: 429 Griswold Ave, San Fernando, CA 91340  
Street City State Zip Code

Mailing Address: (if different than above) \_\_\_\_\_  
Street / P.O.Box City State Zip Code

Email: [REDACTED]  
*business or personal to be used for commission activity*

Employer: self-employed Position: freelance moderator

Business Address: \_\_\_\_\_  
Street City State Zip Code

Business Phone: \_\_\_\_\_

Are you a registered voter of the City of San Fernando? Yes ☒ No \_\_\_\_\_

Do you own property in the City? Yes ☒ No \_\_\_\_\_ If yes, please list the address(es) :  
our home \_\_\_\_\_

Do you own or operate a business in San Fernando? Yes \_\_\_\_\_ No ☒

If yes, please state the name and nature of the business: \_\_\_\_\_

### Member Commitment

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

*Please also attach and submit a brief bio statement to this application.*

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

Applicant's Signature

12-19-18  
Date

## Commission Application Choice(s)

Please indicate which Commission you are interested in:



**Education Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Education Commission?  
The Education Commission acts as a liaison between families and the schools in San Fernando and provides support to school communities. The EdComm advocates to the district to provide ample educational opportunities to the families of San Fernando and surrounding communities.

**Parks, Wellness, and Recreation Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

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**Planning and Preservation Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Planning and Preservation Commission?

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**Transportation and Safety Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Transportation and Safety Commission?

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*Please attach and submit a brief bio statement to this application.*

### Angel Zobel-Rodriguez Bio

Angel Zobel-Rodriguez has been a resident of San Fernando for over 25 years. She is active in public education concerns from running a blog to help parents navigate the LAUSD magnet system to assisting local high school seniors in filling out their college applications. An inaugural member of the City of San Fernando Education Commission, she is married with two children who attended LAUSD schools, and is knowledgeable in gifted education, school choice options, and college and career education opportunities. She graduated with dual bachelors degrees in Radio-TV-Film and English from California State University, Northridge.



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Vice Mayor Sylvia Ballin

**Date:** January 7, 2019

**Subject:** Discussion Regarding a Ballot Measure for Cannabis Regulation

**RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and consideration.

**BUDGET IMPACT:**

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.





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## AGENDA REPORT

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Alexander P. Meyerhoff, City Manager  
By: Richard Padilla, Assistant City Attorney  
Martin de los Angeles, Deputy City Attorney

**Date:** January 7, 2019

**Subject:** Consideration of Amendments to the Campaign Reform Ordinance in the San Fernando Municipal Code

### RECOMMENDATION:

It is recommended that the City Council:

- a. Consider amendments to Chapter 2, Article 7 of the San Fernando Municipal Code (SFMC) regarding campaign reform; and
- b. Provide direction and feedback on potential amendments which would be brought back for adoption.

### BACKGROUND:

1. On January 3, 2005, the San Fernando City Council adopted Ordinance No. 1560 regarding campaign reform (the "Campaign Reform Ordinance"), which states in part:

*Section 2-909. Contribution Limitations.*

*(a) No person or committee shall make to any candidate, including the controlled committee of such candidate, a contribution in excess of five hundred dollars (\$500.00) either cash or in-kind, for any single election at which the candidate is attempting to be, or is, on the ballot. Additionally, no candidate or candidate's controlled committee shall solicit or accept any contribution that will cause the amount contributed by the contributor to the candidate or the candidate's controlled committee to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.*

*(b) The city council may, by resolution, adjust the contribution limit established in subsection (a) in November of every even numbered year, to reflect any increase or decrease in the*

**Consideration of Amendments to the Campaign Reform Ordinance in the San Fernando Municipal Code**Page 2 of 5

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*California consumer price index since the last such adjustment of the contribution limit. Such adjustments shall be rounded to the nearest \$10.00 amount.*

*(c) The limitations of this section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.*

*(d) Candidates with election accounts must open a new account for the next city election in which they are a candidate, and may contribute up to \$500.00 from the old account into the new account.*

A copy of the Campaign Reform Ordinance is attached as Attachment "A."

2. Recently, Vice Mayor Sylvia Ballin requested this item be placed on the City Council agenda for discussion for the City Council to provide direction and feedback on potential amendments to the Campaign Reform Ordinance which would be brought back for adoption.

**ANALYSIS:****A. The Political Reform Act of 1974.**

The Political Reform Act (PRA) regulates campaign finance and disclosure for state and local candidates and committees. The PRA was intended to ensure that disclosure of political payments is accurate, timely, and truthful, to keep voters informed, to make elections fairer by abolishing laws and practices which favor incumbents, and to provide adequate enforcement mechanisms. (Gov. Code, § 81002.) The California Fair Political Practices Commission (FPPC) has primary responsibility for the administration and implementation of the PRA. (Gov. Code, § 83111.)

With regard to campaign contributions for local office, the PRA specifically allows cities to adopt certain limitations on the amount of money which can be contributed to candidates for local office. (Gov. Code, §§ 81013, 85703; Elec. Code, § 10202.) Accordingly, a local jurisdiction's campaign ordinance may provide for additional or different campaign requirements for committees active exclusively in its jurisdiction as long as the provisions are stricter than those in the PRA.

**B. San Fernando's Campaign Reform Ordinance – Contribution Limits.**

San Fernando's Campaign Reform Ordinance sets a limit of \$500.00 per contributor (as adjusted by the Consumer Price Index (CPI) and by City Council resolution in November of every even numbered year). This \$500.00 limit includes both cash and in-kind contributions. Additionally, a

## Consideration of Amendments to the Campaign Reform Ordinance in the San Fernando Municipal Code

Page 3 of 5

candidate or candidate's controlled committee is prohibited from soliciting or accepting any contribution that will cause the amount contributed to exceed \$500.00.

There are 109 cities (23 percent of all cities) in California that have adopted local campaign contribution limits.<sup>1</sup> As of 2016, the average (median) city council individual contribution limit is \$500.00.<sup>2</sup> A representative sample of the campaign contribution limits in other Los Angeles County cities is set forth below:

City	Contribution Limit
Agoura Hills	\$250.00
Bell Gardens	\$250.00
Burbank	\$400.00
Commerce	\$1,000.00
Culver City	\$500.00
Downey	\$1,500.00
El Segundo	\$750.00
Glendale	\$1,000.00
Santa Clarita	\$1,000.00
South Gate	\$1,000.00
West Covina	\$500.00
West Hollywood	\$500.00

In considering the contribution limit for San Fernando, it should be noted that such limits should not be overly restrictive, and should be adjusted for inflation. (*See Randall v. Sorrell* (2006) 548 U.S. 230, 261-262 [striking down contribution limits of \$400.00 per two-year election cycle for gubernatorial candidates, and lower limits for other state offices, because they were so restrictive as to impede the ability of challengers to raise sufficient funds to mount a meaningful campaign, and failed to index the contribution limits to inflation with cost of living adjustments.]

As an example, the contribution limits for California state candidates are adjusted every odd-numbered year to reflect any increase or decrease in the CPI, then rounded to the nearest hundred. (Gov. Code, § 83124.) The state limit of \$3,000.00 for most state candidates, first set in the year 2000, now stands at \$4,400.00 with inflation adjustments. (Gov. Code, § 85301(a).)<sup>3</sup> Under San Fernando's Campaign Reform Ordinance, the City Council may, by resolution, adjust

<sup>1</sup> Nicolas Heidorn, *California Common Cause Report: Local Campaign Contribution Limits* (March 2016), <https://www.commoncause.org/wp-content/uploads/2018/03/local-campaign-contribution-limits.pdf>.

<sup>2</sup> *Ibid.*

<sup>3</sup> *See California State Contribution Limits*, <http://www.fppc.ca.gov/learn/campaign-rules/state-contribution-limits.html> (last visited Dec. 31, 2018).

## **Consideration of Amendments to the Campaign Reform Ordinance in the San Fernando Municipal Code**

Page 4 of 5

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the contribution limit in November of every even numbered year, to reflect any increase or decrease in the CPI, then rounded to the nearest \$10.00 amount.

If the Council decides that changes should be made to the contribution limits under the Campaign Reform Ordinance, the changes would be included in an ordinance to amend the San Fernando Municipal Code for adoption at a subsequent meeting.

### **C. Other Considerations to be Made in Amending the Campaign Reform Ordinance.**

In addition to revising campaign contribution limits, the City Council may also wish to consider amendments to simplify and modernize the City's Campaign Reform Ordinance and eliminate duplication and/or conflict with the PRA. These options are summarized below:

#### **1. SFMC Section 2-908: Definitions.**

The definition of "Committee" contained in SFMC 2-908 differs from the definition in the PRA, which may create potential confusion for candidates. (Compare SFMC 2-908 with Gov. Code, § 82013.) The San Fernando Municipal Code defines a person or combination of persons as a committee if they receive or expend \$500.00 or more in a calendar year, or contribute \$5,000.00 or more in a calendar year. Because the PRA has higher, varying trigger thresholds for becoming a "committee" (see Gov. Code, § 82013(a) [increasing the qualifying monetary threshold from \$1,000.00 in contributions to \$2,000.00 in contributions]), a person or group could be a committee under the City's Campaign Reform Ordinance, but not under the PRA. Therefore, Council may wish to consider replacing the existing definition of "Committee" with the definition contained in the PRA for clarity. Moreover, to the extent that the Campaign Reform Ordinance relies on or incorporates PRA and FPPC definitions and provisions, the Council may wish to update and/or revise the Campaign Reform Ordinance accordingly.

#### **2. SFMC Section 2-909: Contribution Limitations/Cash and Anonymous Contributions.**

Currently, the Campaign Reform Ordinance prohibits cash contributions in excess of \$500.00. State law prohibits cash contributions of \$100.00 or more and anonymous contributions of \$100.00 or more in one calendar year. (Gov. Code, §§ 84300, 84304.) Therefore, the Council may wish to consider revising the Campaign Reform Ordinance's cash contribution limit and incorporating an anonymous contribution provision to avoid potential conflicts with State law.

#### **3. Audits and Enforcement.**

Many jurisdictions, including San Fernando, have no provision for periodic or random audits of local campaign committees. Such audits can be time-consuming but are an important tool to

**Consideration of Amendments to the Campaign Reform Ordinance in the San Fernando Municipal Code**Page 5 of 5

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proactively identify potential violations and to ensure that the local ordinance is continuing to work as intended.

Therefore, the Council should consider amending the Campaign Reform Ordinance to contain enforcement provisions (e.g., misdemeanor charges and forfeiture of office). Some jurisdictions allow for disgorgement of improperly received contributions, and give authority to seek injunctive relief. Other jurisdictions have sought and received statutory authorization from the State to refer violations of local campaign finance reform ordinances to the FPPC for investigation and prosecution. (Gov. Code, §§ 83123-83123.7.)<sup>4</sup>

**BUDGET IMPACT:**

The specific budget impact is contingent on the direction given by the City Council and may range from little to no budget impact (if Council directs staff to leave the ordinance as is or make minor amendments) to a significant budget impact (if Council directs staff to establish audit and enforcement procedures).

**CONCLUSION:**

Staff requests that the City Council provide direction and feedback on these suggested changes which will be brought back for adoption.

**ATTACHMENT:**

A. Ordinance No. 1560

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<sup>4</sup> See *supra* note 3.

## ATTACHMENT "A"

**ORDINANCE NO. 1560**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ADDING ARTICLE 7, RELATING TO CAMPAIGN REFORM, OF CHAPTER 2 OF THE SAN FERNANDO CITY CODE

NOW, THEREFORE, the City Council of the City of San Fernando hereby ordains as follows:

SECTION 1. Article 7 is added to Chapter 2 of the San Fernando City Code to read as follows:

**“ARTICLE VII. CAMPAIGN REFORM****DIVISION 1. GENERALLY****Sec. 2-907. Purpose.**

The purposes of this Article are:

(a) To eliminate the possibility of corruption or the appearance of corruption in local elections, arising as a result of disproportionately large political contributions, by adopting the least restrictive limits possible on the amounts of money any person may contribute or otherwise cause to be available to candidates for the city council and city treasurer and those who support or oppose such candidates;

(b) To eliminate the need for candidates and their supporters and opponents to seek large campaign contributions by establishing a realistic voluntary expenditure ceiling for campaigns;

(c) To promote informed actions by the electors of the city by requiring the full and truthful disclosure of contributions and expenditures in election campaigns;

(d) To inhibit improper or illegal campaign activity, and to ensure vigorous enforcement of this chapter; and

(e) Pursuant to California Government Code Section 81013 and Elections Code Section 10202, to impose contribution limitations and other regulations in addition to those imposed by state law, but that do not prevent any person from complying with state law.

**Sec. 2-908. Definitions.**

The following terms used in this Article shall have the meanings set forth below. Except as otherwise provided here, the terms and provisions of this Article shall have the meanings and shall be interpreted in accordance with the applicable definitions and provisions of the Political

Reform Act of 1974, as amended (Government Code Section 81000, et seq.) and the regulations of the California Fair Political Practices Commission, as amended.

(a) *Candidate* means any person who is a candidate for member of the City Council of the City of San Fernando, City Treasurer or any elective city officer whether or not such officer is a candidate for reelection.

(b) *Committee* means any person or combination of persons who directly or indirectly do any of the following in connection with supporting or opposing a candidate or candidates for City Council or City Treasurer:

(i) Receive contributions totaling five hundred dollars (\$500.00) or more in a calendar year.

(ii) Make independent expenditures totaling five hundred dollars (\$500.00) or more in a calendar year.

(iii) Make contributions totaling five thousand dollars (\$5,000.00) or more in a calendar year.

A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to California Government Code Section 84214.

(c) *Election* means any general election, special election or recall election.

(d) *Elective City Officer* means any person who is a member of the City Council of the City of San Fernando or City Treasurer, whether appointed or elected.

(e) *Person* means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, committee, company, corporation, limited liability corporation, association, and any other organization or group of persons acting in concert.

#### **Sec. 2-909. Contribution Limitations.**

(a) No person or committee shall make to any candidate, including the controlled committee of such candidate, a contribution in excess of five hundred dollars (\$500.00) either cash or in-kind, for any single election at which the candidate is attempting to be, or is, on the ballot. Additionally, no candidate or candidate's controlled committee shall solicit or accept any contribution that will cause the amount contributed by the contributor to the candidate or the candidate's controlled committee to exceed five hundred dollars (\$500.00) for any single election at which the candidate is attempting to be, or is, on the ballot.

(b) The City Council may, by resolution, adjust the contribution limit established in subsection (a) in November of every even numbered year, to reflect any increase or decrease in

the California consumer price index since the last such adjustment of the contribution limit. Such adjustments shall be rounded to the nearest ten dollar (\$10.00) amount.

(c) The limitations of this Section shall not apply to contributions of a candidate's personal funds to his or her controlled campaign committee on behalf of his or her own candidacy, and shall apply to contributions from the candidate's spouse.

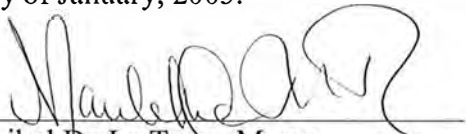
(d) Candidates with election accounts must open a new account for the next City election in which they are a candidate, and may contribute up to five hundred dollars (\$500.00) from the old account into the new account.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.


SECTION 3. The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements noted in California Government Code Section 36933.

SECTION 4. The Mayor shall sign and the City Clerk shall attest to the adoption of this ordinance by the City Council of the City of San Fernando at the duly noticed regular meeting held on the 3<sup>rd</sup> day of January, 2005.


PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 3<sup>rd</sup> day of January, 2005.

  
Maribel De La Torre, Mayor

ATTEST:

  
Elena G. Chávez, City Clerk

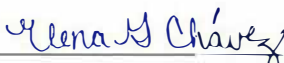
APPROVED AS TO FORM:

  
Michael Estrada, City Attorney

STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    ) SS  
CITY OF SAN FERNANDO       )

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council held on the 3<sup>rd</sup> day of January, 2005 and was carried by the following roll call vote:

AYES:       De La Torre, Ruelas, Veres, Martinez, Hernández - 5  
NOES:       None  
ABSENT:     None  
ABSTAIN:    None

  
\_\_\_\_\_  
Elena G. Chávez, City Clerk