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AGENDA
KERMAN CITY COUNCIL
REGULAR MEETING
Kerman City Hall
850 S. Madera Avenue
Wednesday, November 4, 2015
6:30 PM

Stephen B. Hill – Mayor
Gary Yep – Mayor Pro Tem
Rhonda Armstrong – Council Member
Nathan Fox – Council Member
Bill Nijjer – Council Member

ALL MEETING ATTENDEES ARE ADVISED THAT ALL PAGERS, CELLULAR TELEPHONES AND ANY OTHER COMMUNICATION DEVICES SHOULD BE POWERED OFF UPON ENTERING THE COUNCIL CHAMBERS, AS THESE DEVICES INTERFERE WITH OUR AUDIO EQUIPMENT.

OPENING CEREMONIES

- Welcome – Mayor
- Call to Order
- Roll Call
- Invocation

At this time the Council wishes to provide anyone an opportunity to give a brief invocation or inspirational thought. In accordance with law, we would request this opportunity not be used to recruit converts, to advance anyone, or to disparage any other faith or belief. If no one steps forward, we will observe a moment of silence so that we may all focus our thoughts on how best to serve our community.

- Pledge of Allegiance – City Clerk

AGENDA APPROVAL/ADDITIONS/DELETIONS

To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

1. PRESENTATIONS/CEREMONIAL MATTERS

- A. Introduction and Swearing-In of Level 1 Reserve Officer Rex Cornell (JKB)

REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council on items on the Agenda should notify the Mayor when that Agenda item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone, and provide their name and address.

2. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

A. SUBJECT: Minutes

RECOMMENDATION: Council approve minutes as presented.

ATTACHMENTS: [October 21, 2015](#)

B. SUBJECT: Payroll

Payroll Report: September 27, 2015 - October 10, 2015: \$129,306.10; Overtime: \$1,553.46; Standby: \$1,064.82; Comp Time Earned: 19.50

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime Report](#)

C. SUBJECT: Warrants

1. Nos. 7311-7471: \$671,905.23
2. Excepting - Sebastian: 7343 - \$3,111.52

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)

ATTACHMENTS: [Accounts Payable](#)

D. SUBJECT: Resolution Accepting the Storm Drain Basin "E" Frontage Landscaping Renovation Project (JJ)

RECOMMENDATION: Council by motion adopt resolution accepting the Storm Drain Basin "E" Frontage Landscaping Renovation Project and authorize the City Engineer to record the Notice of Completion.

ATTACHMENTS: [Staff Report - Basin LS Acceptance](#)

3. PUBLIC HEARINGS

These hearings are scheduled at the time stated and will be heard by the Council as close to the time stated as possible.

A. SUBJECT: Public Hearing on Amendment to Zoning Ordinance Requiring Conditional Use Permit in for Massage Business Establishments in General Commercial Zone District (OP)

RECOMMENDATION: Council open public hearing, receive public comment, close public hearing and by motion waive full reading and introduce t the Zoning Ordinance Amendment to Chapter 17.48 Of Title 17 of the Kerman Municipal Code to Require a Conditional Use Permit for Massage Establishments in the General Commercial Zone District.

ATTACHMENTS: [Staff Report - Zoning Ordinance](#)

4. DEPARTMENT REPORTS

- A. **SUBJECT**: Letter of Request for Resolution Recognizing the November 1984 Anti-Sikh Violence in India as "Genocide" (MR)

RECOMMENDATION: Council review request and consider adoption of resolution recognizing the November 1984 Anti-Sikh Violence in India as "Genocide".

ATTACHMENTS: [Request Letter](#)

- B. **SUBJECT**: Resolution Appointing John H. Kunkel as City Manager and Approving Agreement for Employment of City Manager (SH)

RECOMMENDATION: Council by motion adopt resolution appointing John H. Kunkel as City Manager and approving employment agreement.

ATTACHMENTS: [Staff Report - CM Appointment](#)

- C. **SUBJECT**: Introduction and First Reading of Ordinance Adding Chapter 9.27 to the Kerman Municipal Code Relating to Massage Establishments and Therapists (OP)

RECOMMENDATION: Council by motion waive full reading and introduce Ordinance Adding Chapter 9.27 to the Kerman Municipal Code Relating to Massage Establishments and Therapists.

ATTACHMENTS: [Staff Report - Ordinance Massage Establishments](#)

- D. **SUBJECT**: Adoption of Labor Compliance Program for Public Works Projects Funded with Proposition 84 Funds (JJ)

RECOMMENDATION: Council by motion approve the resolution adopting a Labor Compliance Program for public works projects funded with Proposition 84 funds and authorizing its submittal to the Department of Industrial Relations.

ATTACHMENTS: [Staff Report - LCP](#)

- E. **SUBJECT**: Resolution Approving Special Counsel Services Agreement for Pitchess Motions and Related Police Matters (JK)

RECOMMENDATION: Council by motion approve resolution approving Special Counsel Services Agreement with Gilmore Magness Leifer for legal services related to criminal proceedings.

ATTACHMENTS: [Staff Report - Special Services Contract](#)

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

A. Government Code Section 54956.8 Conference with Real Property Negotiators

Property: 14510 W. Kearney Boulevard; APN 023-130-34; Kerman CA

City Negotiators: Jerry Jones, City Engineer

Negotiating Parties: William John Tolmachoff, as Trustee of the William John Tolmachoff Living Trust, U/A dated December 23, 2014

Under Negotiation: Price and terms of payment

B. Government Code Section 54956.8 Conference with Real Property Negotiators

Property: 14495 W. Whitesbridge, Kerman CA

City Negotiators: Jerry Jones, City Engineer and Gary Horn, Project Engineer

Negotiating Parties: Jagrup S. Sidhu and Sukdev K. Sidhu, Co-Trustees of the JS and SK Sidhu Family 2009 Revocable Trust.

Under Negotiation: Price and terms of payment

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

8. ADJOURNMENT

Agenda packet is available for review 72 hours prior to the meeting at the city clerk's office and on the city website. Items received at the meeting will be available for review at the city clerk's office.

In compliance with the American with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the City Clerk at (559) 846-9380. Notification of 48 hours prior to the meeting will enable the City Clerk to make reasonable arrangement to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically handicapped.



MINUTES
KERMAN CITY COUNCIL
 REGULAR MEETING
 Kerman City Hall
 850 S. Madera Avenue
 Wednesday, October 21, 2015
 6:30 PM

Stephen B. Hill – Mayor
 Gary Yep – Mayor Pro Tem
 Rhonda Armstrong – Council Member
 Nathan Fox – Council Member
 Bill Nijjer – Council Member

Present: Mayor Hill (SH) Rhonda Armstrong (RA), Fox (NF), Nijjer (BN)
 Absent: Gary Yep (GY)
 Also Present: Interim City Manager Kunkel, City Attorney Cantú, Community Services Director, Finance Director, Public Works Director

OPENING CEREMONIES

- Welcome – Mayor
- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance – City Clerk

AGENDA APPROVAL/ADDITIONS/DELETIONS

1. PRESENTATIONS/CEREMONIAL MATTERS

REQUEST TO ADDRESS COUNCIL

2. CONSENT CALENDAR

A. SUBJECT: Minutes

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll

Payroll Report: September 13-26, 2015: \$128,314.98; Retro Pay: \$553.26;
 Overtime: \$13,675.11; Standby: \$1,348.30; Comp Time Earned: 37.50

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants

1. Nos. 7311-7394: \$318,269.44
2. Excepting - Sebastian: 7343 \$3,111.52

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)

Voting: Yes, No,
 Absent (Abstain
 if needed)

6:33 p.m.

All present
 except GY

SH

Performed

Approved
 NF/BN
 (4-0-1) GY

Presented

None

Approved
 NF/BN (4-0-1)
 excepting 7343

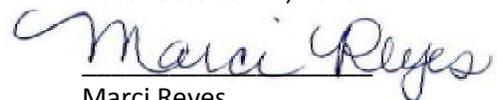
Approved 7343
 BN/NF (3-0-1-1)
 GY/RA
 Employee

<p>D. <u>SUBJECT</u>: Resolution Adjusting Monthly Stipend of Planning Commission Members (JK)</p> <p><u>RECOMMENDATION</u>: Council by motion adopt resolution adjusting monthly stipend of Planning Commission members.</p>	<p>Res 15-60</p>
<p>E. <u>SUBJECT</u>: Monthly Investment Report Ending September 30, 2015 (TJ)</p> <p><u>RECOMMENDATION</u>: Council accept the Monthly Investment Report as presented.</p>	<p>None</p>
<p>3. PUBLIC HEARINGS</p>	<p>None</p>
<p>4. DEPARTMENT REPORTS</p> <p>A. <u>SUBJECT</u>: Presentation of the City of Kerman 2014/2015 Auditor’s Report and Financial Statements (TJ)</p> <p><u>RECOMMENDATION</u>: Council by motion approve the City of Kerman 2014/2015 Auditor’s Report and Financial Statements as presented.</p>	<p>Approved NF/BN (4-0-1) GY</p>
<p>5. CITY MANAGER/STAFF COMMUNICATIONS</p> <p>A. Katey's Kids Park Update (PG)</p>	<p></p>
<p>6. MAYOR/COUNCIL REPORT</p>	<p></p>
<p>7. CLOSED SESSION</p> <p>A. Pursuant to Government Code Section 54957.6</p> <p>1. Public Employee Appointment Title: City Manager</p> <p>2. Conference with Labor Negotiators City Designated Representatives: Mayor Hill and Councilmember Armstrong Regarding Unrepresented Employee Position: City Manager Candidate</p>	<p>7:05 p.m.</p>
<p>COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN</p>	<p>8:48 p.m. No reportable action.</p>
<p>8. ADJOURNMENT</p>	<p>8:49 p.m. RA/NF (4-0-1) GY</p>

MINUTES CERTIFICATION

I, MARCI REYES, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above Minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at Kerman City Hall, 850 S. Madera Ave, Kerman, CA.

Date: October 22, 2015



Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: September 27, 2015 - October 10, 2015

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY OT at 1/2		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
ADMINISTRATION										
Alvarez, Josefina	\$ 1,792.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,792.15	
Camacho, Josie	\$ 521.16	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 521.16	
Camacho-Collier, Carolina	\$ 2,354.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,354.77	
Gonzalez, Diana	\$ 1,974.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,974.69	
Jones, Toni	\$ 3,042.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,042.46	
Kunkel, John	\$ 4,153.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,153.85	
Mendoza, Gabriela	\$ 957.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 957.23	
Nazaroff, Helen	\$ 1,958.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,958.31	
Reyes, Marcia	\$ 2,586.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,586.00	
TOTAL	\$ 19,340.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 19,340.63	0.00
REC/SOCIAL										
Arredondo, Barbara	\$ 1,542.05	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,542.05	
Arredondo, Raquel	\$ 180.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 180.00	
Ayala, Mariah	\$ 63.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 63.00	
Burdine-Slaven, Jeanna	\$ 1,602.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,602.92	
Camacho-Vargas, Odalis	\$ 63.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 63.00	
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	
Gonzalez, Jose Felix	\$ 1,656.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,656.46	
Johnson, Theresa	\$ 1,683.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,683.23	
LeBlanc, Noah	\$ 263.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 263.25	
Lujan, Vanessa	\$ 506.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 506.00	
Salvador, Mark	\$ 1,984.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,984.62	
Sidhu, Nirmal	\$ 1,479.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,479.69	
Silva, Jessica	\$ 589.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 589.38	
Torres, Daniel	\$ 63.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 63.00	
Villa, Erika	\$ 378.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 378.00	
Villalobos, Stacey	\$ 288.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 288.00	
Villarreal, Arlene	\$ 1,410.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,410.92	
TOTAL	\$ 17,488.29	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 17,488.29	0.00
POLICE										
Antuna, Eric	\$ 2,231.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,231.62	6
Antuna, Miguel	\$ 1,072.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,072.00	
Barbosa, Isaias	\$ 2,392.06	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,392.06	
Barcoma, Wilbert	\$ 2,924.56	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,924.56	
Belding, Jeff	\$ 2,526.71	\$ -	4.00	\$ 189.50	-	\$ -	-	\$ -	\$ 2,716.21	
Blohm, Joseph	\$ 4,463.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,463.31	
Chapman, Tom	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	
Davis, Jeff	\$ 3,070.74	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,070.74	
Dunn, Jacob	\$ 1,699.85	\$ -	5.00	\$ 159.36	-	\$ -	-	\$ -	\$ 1,859.21	
Francone, Kevin	\$ 828.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 828.00	
Godfrey, Kyle	\$ 1,182.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,182.00	
Ledezma, Linda	\$ 1,272.11	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,272.11	
Lehman, Dustin	\$ 1,874.31	\$ -	1.00	\$ 35.14	-	\$ -	-	\$ -	\$ 1,909.45	
Madruga, Ron	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	
Magallon, Peter	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	
Medina-Labetiaux, EJ	\$ 1,874.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.31	
Mendoza, Sandra	\$ 2,403.45	\$ -	4.00	\$ 180.26	-	\$ -	-	\$ -	\$ 2,583.71	
Nelson, Christopher J	\$ 3,145.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,145.64	
Ness, Lee	\$ 2,117.97	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,117.97	
Nevis, James	\$ 2,323.72	\$ -	2.00	\$ 87.14	-	\$ -	-	\$ -	\$ 2,410.86	

CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: September 27, 2015 - October 10, 2015

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY OT at 1/2		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Ramirez, Donald	\$ 1,508.77	\$ -	1.25	\$ 35.36	-	\$ -	-	\$ -	\$ 1,544.13	
Raigoza, Ray	\$ 864.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 864.00	
Rodrigues, Mary	\$ 1,776.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,776.92	
Rodriguez, Erika	\$ 2,105.76	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,105.76	7.5
Seroka, Dylan	\$ 1,784.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,784.77	1.5
Tiwana, Manpreet	\$ 2,125.44	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,125.44	
Valdovinos, Jose	\$ 960.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 960.00	
TOTAL:	\$ 55,840.89	\$ -	17.25	\$ 686.77	-	\$ -	-	\$ -	\$ 56,527.65	15.00
<u>PUBLIC WORKS</u>										
Arechiga, Pastor	\$ 1,759.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,759.85	
Barajas, Michael	\$ 1,936.78	\$ -	12.00	\$ 508.40	-	\$ -	22.50	\$ 544.72	\$ 2,989.90	
Castro, Joseph	\$ 1,804.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,804.15	
Chavez, Fernando M.	\$ 2,392.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,392.15	
Gastelum, Humberto	\$ 1,942.93	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,942.93	
Gonzales, Ruben	\$ 2,031.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.25	
Gruce, Robert	\$ 2,502.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,502.92	
Isaak, Denise	\$ 1,481.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,481.54	
Madruaga, Lydia	\$ 1,984.57	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,984.57	1.50
Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	
Prieto, Ruben	\$ 1,780.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,780.20	
Ramirez, Manuel	\$ 1,849.26	\$ -	9.00	\$ 358.29	-	\$ -	22.50	\$ 520.10	\$ 2,727.66	
Sanchez, Daniel	\$ 1,538.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,538.77	
Vallejo, Edward	\$ 2,211.41	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,211.41	
Zapata, Domingo	\$ 1,228.56	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,228.56	
TOTAL	\$ 30,298.18	\$ -	21.00	\$ 866.70	\$ -	\$ -	\$ 45.00	\$ 1,064.82	\$ 32,229.70	1.50
<u>PLANNING</u>										
Kufis, Chris	\$ 2,417.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,417.12	
Pimentel, Olivia	\$ 2,220.99	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,220.99	3.00
Garza, Amy	\$ 500.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 500.00	
TOTAL	\$ 5,138.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,138.12	3.00
<u>PLANNING</u>					<u>COUNCIL</u>					
Epperson, R	\$ -						Yep	\$ 50.00		
Bandy, R	\$ 50.00						Fox	\$ 175.00		
Nehring, K	\$ 50.00						Nijjer	\$ 225.00		
Kehler, E	\$ 50.00						Armstrong	\$ 225.00		
Wettlaufer, K	\$ 50.00						Hill	\$ 225.00		
Jones, C	\$ 50.00									
Nunez, M	\$ 50.00									
Total	\$ 300.00			Total				\$ 900.00		
GRAND TOTAL:	\$129,306.10	\$0.00	38.25	\$1,553.46	-	\$0.00	45.00	\$1,064.82	\$ 131,924.38	19.50

Accounts Payable

Checks by Date - Detail by Check Number

User: jalvarez
 Printed: 10/29/2015 9:25 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
7311	10814 INV31571	ACCELA INC #774375 FIN-MONTHLY WEB PAYMENTS JULY & A	10/06/2015	424.00
Total for Check Number 7311:				424.00
7312	10021 00014745	ALERT O LITE STRTC-HARV FEST TRAFFIC CNTRL RENT,	10/06/2015	401.73
Total for Check Number 7312:				401.73
7313	10035 2357	AQUA NATURAL SOLUTIONS SWR-MICROBE LIFT/SLUDGE AWAY	10/06/2015	491.72
Total for Check Number 7313:				491.72
7314	10040 287249141774	AT&T MOBILITY PD-SEPT MDT WIRELESS SERVICE 8/20/15	10/06/2015	275.70
Total for Check Number 7314:				275.70
7315	10908 00034171	KEN BOYD AAC-CAT TRAP DEPOSIT REIMB TRAP #9	10/06/2015	50.00
Total for Check Number 7315:				50.00
7316	10617 352738	C.A. REDING CO., INC. BPO-LANIER MP C3503 COPIER	10/06/2015	142.75
Total for Check Number 7316:				142.75
7317	10070 9241587	CALIFORNIA FRESNO OIL CO. STRTC-ROAD OIL	10/06/2015	32.14
Total for Check Number 7317:				32.14
7318	10079 89923 89923 89923 89923 89923	CAMCO WTR-SUPPLIES 3 LINE ITEMS <\$50 SWR-SUPPLIES 3 LINE ITEMS <\$50 WTR-RESPIRATOR SWR-RESPIRATOR LLD-SUPPLIES 3 LINE ITEMS <\$50	10/06/2015	16.66 16.66 41.73 41.73 6.68
Total for Check Number 7318:				123.46
7319	10452 K090915 K090915 K091615 K091615 K092315 K092315	CITY OF FRESNO WMD WTR-LAB ANALYSIS WATER SWR-LAB ANALYSIS SEWER WTR-LAB ANALYSIS WATER SWR-LAB ANALYSIS SEWER WTR-LAB ANALYSIS WATER SWR-LAB ANALYSIS SEWER	10/06/2015	30.00 76.00 30.00 76.00 30.00 76.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7319:	318.00
7320	10098 79627	CLEANSTREET STRT-STRT CLEANING AFTER HF PARADE	10/06/2015	765.00
			Total for Check Number 7320:	765.00
7321	10124 478615	DELRAY TIRE & RETREADING PD REP-4 STOCK TIRES FOR PD VEHICLES	10/06/2015	463.19
			Total for Check Number 7321:	463.19
7322	10445 530512	DELTA LIGHTING PRODUCTS INC. CTC-LIQUID ENZYME PROPRIETARY	10/06/2015	559.92
			Total for Check Number 7322:	559.92
7323	10141 1199345	EAST BAY TIRE CO. VE REP-ALIGNMENT #1476	10/06/2015	165.09
			Total for Check Number 7323:	165.09
7324	10154 CAFR253781 CAFR253781 CAFR253781 CAFR253781 CAFR253781 CAFR253781	FASTENAL COMPANY VE SUPPL-SUPPLIES 2 LINE ITEMS <\$50 PARKS-SUPPLIES 4 LINE ITEMS <\$50 WTR-SUPPLIES 1 LINE ITEM <\$50 STRTC-SUPPLIES 2 LINE ITEMS <\$50 LLD-SUPPLIES 1 LINE ITEM <\$50 STRTC-6 ORANGE VESTS	10/06/2015	11.30 63.90 5.35 29.89 11.16 126.58
			Total for Check Number 7324:	248.18
7325	10158 27729 27729 27729 27729	FRANKLIN MILLER SWR-SHAFT IDLE SWR-BEARING BALL SWR-CARTRIDGE BRG SWR-FREIGHT & TAX	10/06/2015	350.00 115.00 745.00 121.52
			Total for Check Number 7325:	1,331.52
7326	10165 09172015	FRESNO LOCAL AGENCY WTR-UTILITY AGREEMENTS FOR WATER ;	10/06/2015	750.00
			Total for Check Number 7326:	750.00
7327	10169 24172	FRESNO PET CEMETERY AAC-11 ANIMAL CARCASSES DISPOSED O	10/06/2015	131.50
			Total for Check Number 7327:	131.50
7328	10170 11232015 11232015	FRESNO POLICE DEPARTMENT PD-OFFICER RODRIGUEZ POST PERISHAB PD-OFFICER MENDOZA POST PERISHABLI	10/06/2015	341.00 341.00
			Total for Check Number 7328:	682.00
7329	10182 11302015	GOVERNMENT FINANCE OFFICERS FIN-GFOA ANNUAL MEMBERSHIP	10/06/2015	170.00
			Total for Check Number 7329:	170.00
7330	10191	H & J CHEVROLET INC	10/06/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CTCS56698	VE CONT SRV-THROTTLE/SENSOR REPAIR		336.39
	CVW21227-1	VE REP-HANDLE #1408		44.85
	CVW21410	VE REP-PAD KIT #1459		128.79
			Total for Check Number 7330:	510.03
7331	10203 00036081	HUB INTERNATIONAL OF CA CTC-SPECIAL EVENT INSURANCE SEPT 20	10/06/2015	107.40
			Total for Check Number 7331:	107.40
7332	10514 12133	ICAD INC. SWR-REMOVE SEWER LIFT LEVEL TRANS	10/06/2015	467.50
			Total for Check Number 7332:	467.50
7333	10205 IN-0004562518 IN-000561789 IN-000561789	INDEPENDENT STATIONERS ADM-OFFICE SUPPLIES INK, BUDG, BIND . CTC-DESK CALENDARS (2) DEPOSIT BAGS CS-DESK CALENDARS (6)	10/06/2015	231.81 35.91 29.17
			Total for Check Number 7333:	296.89
7334	10220 376808 376809	JENSEN & PILEGARD #2 VE CNTR SRV-SHARPEN HEDGE TRIMMER VE CNTR SRV-LABOR HEDGE TRIMMER	10/06/2015	42.00 24.00
			Total for Check Number 7334:	66.00
7335	10229 5554	JUDICIAL DATA SYSTEMS CRP PD-PARKING ACTIVITY FOR AUG 2015	10/06/2015	100.00
			Total for Check Number 7335:	100.00
7336	10238 16103 16103	KERMAN UNIFIED SCHOOL DIST CS-PG&E BALLFIELD LIGHTS GOLDENRO CS-PG&E BALLFIELD LIGHTS GOLDENRO	10/06/2015	1,596.29 1,232.77
			Total for Check Number 7336:	2,829.06
7337	10239 40388	KERWEST NEWSPAPERS WTR CONSERV-AD PART TIME WATER COI	10/06/2015	110.00
			Total for Check Number 7337:	110.00
7338	10487 VARIOUS VARIOUS	LORA NEHRING REC-INSTRUCTOR FEE ZUMBA SEPT 2015 REC-INSTRUCTOR FEE AQUA ZUMBA SEP	10/06/2015	486.50 3.50
			Total for Check Number 7338:	490.00
7339	10282 794423828001 794423828001 796222129001 796224659001 796224659001 796224659001	OFFICE DEPOT BPO-OFFICE SUPPLIES BPO-OFFICE SUPPLIES SWR-FILE CABINET WWTP STRIC-COPY PAPER PW OFFICE SD-PAPER CLIPS PW OFFICE SWR-INK CARTRIDGE WWTP OFFICE	10/06/2015	38.94 38.94 81.16 36.79 5.05 94.98
			Total for Check Number 7339:	295.86
7340	10285	ONTRAC	10/06/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	8290372	BPO-PLAN CHECK OVERNIGHT DELIVERY		99.36
Total for Check Number 7340:				99.36
7341	10289	P.G.& E.	10/06/2015	
	2881141119-9	CS-TRANSIT BUS FUEL SEPT		123.80
	4939626163-5	VE-MONTHLY SERVICE 08/28/15-09/28/15		959.52
	5467738309-0	VAR-200 HP WATER WELL #9		4,426.38
	5467738309-0	VAR-WATER WELL #12		122.99
	5467738309-0	VAR-201 S VINELAND #14		5,223.62
	5467738309-0	VAR-150 HP CITY WELL #10		721.70
	5467738309-0	VAR-WELL #15 PUMP STATION		6,400.72
	5467738309-0	VAR-920 S GOLDENROD #17		9,238.75
	5467738309-0	VAR-WASTE WATER LIFT PUMP		158.34
	5467738309-0	VAR-WWTP		121,269.39
	5467738309-0	VAR-STORM WATER LIFT PUMP		49.78
	574130969-0	BPO-MONTHLY SERVICE 08/26/15-09/24/15		531.53
Total for Check Number 7341:				149,226.52
7342	10915 00036128	BEATRIZ RODRIGUEZ CTC-RENTAL REFUND CTC 10/5/15	10/06/2015	400.00
Total for Check Number 7342:				400.00
7343	10332	SEBASTIAN	10/06/2015	
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		214.52
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		560.81
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		17.16
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		25.74
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		2.15
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		7.72
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		197.36
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		300.33
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		64.36
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		81.52
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		214.52
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		321.78
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		49.34
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		214.52
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		104.00
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		72.94
	10341544	VAR-MONTHLY PHONE SERVICE 9/21/15-10		137.29
	10345007	PD-SEPT T 1-LINE		422.86
	10345378	VAR-MONTHLY BURGLAR ALARM SERVIC		51.30
	10345379	VAR-MONTHLY BURGLAR ALARM SERVIC		51.30
Total for Check Number 7343:				3,111.52
7344	10914 44411	SIERRA HR PARTNERS ADM-BACKGROUND CITY MANAGER FIN.	10/06/2015	748.00
Total for Check Number 7344:				748.00
7345	10337	SLUMBERGER LUMBER	10/06/2015	
	B261553	PARKS-CREDIT		-4.70
	B262021	PD MAINT-SUPPLIES 1 INVOICE <\$50		30.29
	B262629	PROTEUS-6 GARDEN HOES		84.35
	B262673	PROTEUS-2 PAIRS SAFETY GLASSES		8.61
	B262922	PARKS-SHOVEL, HANDLE, GFI, ELEC BOX		51.85
	B263046	BLDG-STEPLADDER		59.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	B263055	PARKS-REFLECTOR, ELEC TAPE, EXT COR		77.67
	B263173	PROTEUS-9X12 DROP CLOTH		27.04
	B263232	WTR-CONCRETE FOR WELL #15		58.44
	B263643	BLDG-SUPPLIES 1 INVOICE <\$50		14.05
	C161539	STRTC-SUPPLIES 1 INVOICE <\$50		4.93
	C161945	VE SUPPL-SUPPLIES 2 INVOICES <\$50		6.30
	C161968	LLD-SUPPLIES 2 INVOICE <\$50		44.62
	C162177	SWR-SUPPLIES 1 INVOICE <\$50		34.69
	C162508	VE EQUIP-SUPPLIES 1 INVOICE <\$50		48.66
	C162539	WTR-CONCRETE FOR WELL #15		142.85
	VARIOUS	WTR-SUPPLIES 4 INVOICES <\$50		82.67
	VARIOUS	PARKS-SUPPLIES 7 INVOICES <\$50		82.32
	VARIOUS	CS-REPAIR SUPPLIES <\$50		98.03
	VARIOUS	CS-REPAIR SUPPLIES <\$50		255.22
	VARIOUS	S-REPAIR SUPPLIES		14.04
			Total for Check Number 7345:	1,221.44
7346	10754 5145979-00	SUPPLYWORKS CTC-JANITORIAL SUPPLIES	10/06/2015	123.35
			Total for Check Number 7346:	123.35
7347	10357 10783 10792	TAYLOR MADE IRRIGATION PARKS-SPRINKLER SUPPLIES PARKS-SPRINKLER SUPPLIES	10/06/2015	34.76 63.45
			Total for Check Number 7347:	98.21
7348	10389 32870 32871 32872 32873	VALLEY AIR CONDITIONING CS-QTLY PREVENTIVE MAINTENANCE CI CS-QTLY PREVENTIVE MAINTENANCE PO CS-QTLY PREVENTIVE MAINTENANCE CT CS-QTLY PREVENTIVE MAINTENANCE SE	10/06/2015	575.00 375.00 580.00 312.50
			Total for Check Number 7348:	1,842.50
7349	10412 081575949 081575949 081575949	XEROX CORPORATION ADM-COPIER LEASE ADM-20,526 PRINT CHARGES @.006400 ADM-TAX	10/06/2015	267.99 131.37 32.84
			Total for Check Number 7349:	432.20
7350	10616 00230015	AAA QUALITY SERVICES, INC. CS-FENCE RENTAL KATEY'S KIDS PARK	10/14/2015	81.17
			Total for Check Number 7350:	81.17
7351	10917 39604 39604	BEST UNIFORMS PD-2 LIFE SAVING MEDALS T CHAPMAN & PD-CREDIT	10/14/2015	162.32 -21.59
			Total for Check Number 7351:	140.73
7352	10067 09302015	CALIFORNIA BUILDING STANDARDS FIN-BLDG STANDARDS ADMN FEE 3RD Q]	10/14/2015	196.20
			Total for Check Number 7352:	196.20
7353	10098 79839	CLEANSTREET STRT-MONTHLY SWEEP FEE SEPT 2015	10/14/2015	6,672.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7353:	6,672.90
7354	10109 083115	COUNTY OF FRESNO PD-AUG 2015 PARKING ACTIVITY	10/14/2015	37.50
			Total for Check Number 7354:	37.50
7355	10717 1029	DAVID CASTILLO, VORTAL ME ADM-MONTHLY WEB HOSTING & MTG OC	10/14/2015	50.00
			Total for Check Number 7355:	50.00
7356	10126 09302015	DEPARTMENT OF CONSERVATION FIN-STRONG MOTION 1ST QTR FY 15/16	10/14/2015	538.31
			Total for Check Number 7356:	538.31
7357	10128 122811	DEPARTMENT OF JUSTICE PD-4 BLOOD ALCOHOL ANALYSIS	10/14/2015	140.00
			Total for Check Number 7357:	140.00
7358	10654 390107	DIVINE DESSERTS CC-OCT CC MEETINGS	10/14/2015	30.00
			Total for Check Number 7358:	30.00
7359	10136 09302015	DIVISION OF THE STATE ARCHITECT FIN-REMIT STATE FEE ON BUSINESS LICEI	10/14/2015	14.40
			Total for Check Number 7359:	14.40
7360	10154 CAFR253914 CAFR253914 CAFR253914 CAFR253914 CAFR253914	FASTENAL COMPANY VE SUPPL-SUPPLIES 2 LINE ITEMS <\$50 PARKS-SUPPLIES 2 LINE ITEMS <\$50 LLD-SUPPLIES 2 LINE ITEMS <\$50 WTR-SUPPLIES 1 LINE ITEM <\$50 STRTC-SUPPLIES 3 LINE ITEMS <\$50	10/14/2015	14.51 11.40 10.02 5.35 38.01
			Total for Check Number 7360:	79.29
7361	10161 IN0208012 IN0208012 IN0208012	FRESNO COUNTY TREASURER V/E-HAZ WASTE GENERATOR (SQG) V/E-AUTO REP/MAINT MODEL PLAN V/E-STATE CUPA OVERSIGHT CHARGE AC	10/14/2015	189.00 262.00 35.00
			Total for Check Number 7361:	486.00
7362	10162 SO12993 SO12994	FRESNO COUNTY TREASURER PD-DISPATCHING SERVICE OCTOBER 2015 PD-SEPT 2015 RMS/JMS/CAD ACCESS FEES	10/14/2015	17,427.30 167.00
			Total for Check Number 7362:	17,594.30
7363	10175 MISC MISC MISC MISC MISC MISC	G & K SERVICES, INC VAR-UNIFORMS, MATS, SUPPLIES VAR-UNIFORMS, MATS, SUPPLIES VAR-UNIFORMS, MATS, SUPPLIES VAR-UNIFORMS, MATS, SUPPLIES VAR-UNIFORMS, MATS, SUPPLIES VAR-UNIFORMS, MATS, SUPPLIES	10/14/2015	4.00 33.72 79.10 1,086.15 92.76 83.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	MISC	VAR-UNIFORMS, MATS, SUPPLIES		2.38
	MISC	VAR-UNIFORMS, MATS, SUPPLIES		13.05
	MISC	VAR-UNIFORMS, MATS, SUPPLIES		16.34
	MISC	VAR-UNIFORMS, MATS, SUPPLIES		122.33
	MISC	VAR-UNIFORMS, MATS, SUPPLIES		24.44
	MISC	VAR-UNIFORMS, MATS, SUPPLIES		198.32
Total for Check Number 7363:				1,755.97
7364	10199	HOME DEPOT CREDIT SERVICES	10/14/2015	
	1088-00018-2006	CS-GLOVES 5 PACK MULCH		37.80
	8119007398423	CS-ADDITIONAL HANDRAIL BRACKET (2)		42.60
Total for Check Number 7364:				80.40
7365	10213	INTERNATIONAL CODE COUNCIL INC	10/14/2015	
	3067066	BPO-ICC MEMBERSHIP 2015		135.00
Total for Check Number 7365:				135.00
7366	10230	KENT M KAWAGOE PHD	10/14/2015	
	08312015	PD-PRE EMPLOYMENT PSYCH M BEYE		300.00
	08312015	PD-PRE EMPLOYMENT PSYCH R RAIGOZA		300.00
	08312015	PD-PRE EMPLOYMENT PSYCH A WALL		300.00
Total for Check Number 7366:				900.00
7367	10239	KERWEST NEWSPAPERS	10/14/2015	
	40402	CC-FULL PUB ORD 15-03 ROOFTOP SOLAR		720.00
	40403	BPO-PL COMM PUBLIC HEARING NOTICE		90.00
Total for Check Number 7367:				810.00
7368	10918	ANNA LOPEZ	10/14/2015	
	00034902	CTC-DEPOSIT REFUND SCOUT HUT 10/11/1		100.00
Total for Check Number 7368:				100.00
7369	10678	MAC'S EQUIPMENT INC	10/14/2015	
	129889	VE SUPPL-AIR FILTERS X4		78.79
	130265	VE PD REP-BRAKE ROTOR/PAD PD VEHICI		254.90
	130303	VE PD REP-EMER SERV ROTOR KIT		254.90
	130399	VE SUPPL-MECHANICAL GLOVES		16.22
	130409	VE PD REP-BRAKE PADS #1471		74.45
	130485	VE MAIN-AIR AND OIL FILTERS		112.42
	130485	PD MAINT-OIL FILTERS		40.39
	130522	PD MAINT-OIL FILTER		6.73
	130553	VE REP-WHEEL CENTER CAP #1459		64.91
	130563	VE PD REP-BRAKE ROTOR/PAD PD VEHICI		254.90
	130606	VE EQUIP-BRAKE CATHE TIPS		32.46
Total for Check Number 7369:				1,191.07
7370	10261	MID VALLEY DISPOSAL, INC	10/14/2015	
	09302015	SWA-SEPTEMBER SW CHARGES		89,961.93
	09302015	SWA-CITY PORTION FOR SEPTEMBER 2015		-17,992.39
	09302015	SWA-ROLL OFF/FRANCHISE FEES		-400.00
Total for Check Number 7370:				71,569.54
7371	10265	MONTOY LAW CORPORATION	10/14/2015	
	10052015	CC-SEPT 2015 LEGAL FEES		7,094.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7371:	7,094.50
7372	10276 S1063841.001	NATIONAL METER & AUTOMATION FIN-PURCHASE 10 1" METERS-RESALE	10/14/2015	3,139.91
			Total for Check Number 7372:	3,139.91
7373	10286	O'REILLY AUTOMOTIVE, INC	10/14/2015	
	3921-234301	VE REP-FUEL PUMP #1446		20.21
	3921-234301	VE REP-RETURN WRONG PART		-20.21
	3921-234366	VE EQUIP-REPAIR KIT FOR BLOWER CASI		16.29
	3921-234509	VE EQUIP-GREASE CAPS FOR TORO MOW		17.31
	3921-236333	VE PD REP-AC BLOWER MOTOR		72.12
	3921-236649	VE PD REP-BATTERY #1455		101.45
	3921-236749	VE PD REP-DISC PADS \$1455		82.82
	3921-236905	VE PD REP-IGNITION COIL, SPARK PLUG #		55.47
			Total for Check Number 7373:	345.46
7374	10282	OFFICE DEPOT	10/14/2015	
	776174527001	PD-FILE PROOF FILE CABINET		1,255.40
	782255706001	PD-OFFICE SUPPLIES INK CARTRIDGES		0.10
	796222129002	WTR-JOURNAL NOTEPAD		23.80
	796649719001	PD-OFFICE SUPPLIES 6X9 ENVELOPES & L		77.87
	799025566-001	CS-COPY PAPER FOR SENIOR CTR		202.09
			Total for Check Number 7374:	1,559.26
7375	10289	P.G.& E.	10/14/2015	
	3920400666-0	STRT-MONTHLY SERVICE 08/29/15-09/29/15		3,926.05
	4055166878-9	LLD-MONTHLY SERVICE 08/2/15-09/28/15		1,444.16
	4055166878-9	LLD-INSTALLMENT LOAN LED		1,207.83
	4647279811-8	PD-SEPT 2015 PG&E BILL 09/1/15-9/30/15		1,859.74
	6825025396-7	ADM-MONTHLY UTILITIES 9/1/15-9/30/15		1,508.68
			Total for Check Number 7375:	9,946.46
7376	10319	RENO'S HARDWARE	10/14/2015	
	0057397	PARKS-PVC CUTTERS		57.25
	0057778	LLD-HULA HOES, TRASH GRABBERS		97.33
	0058005	PARKS-RAKES		71.40
	0058121	PROTEUS-WORK BOOTS FOR PROTEUS		375.71
	VARIOUS	PARKS-SUPPLIES 3 INVOICES ,50		48.93
			Total for Check Number 7376:	650.62
7377	10324 82207	RIVERSIDE LANDSCAPE & NURSERY CS-PLANTS FOR KATEY'S KIDS PARK	10/14/2015	144.84
			Total for Check Number 7377:	144.84
7378	10880	SIEMENS INDUSTRY	10/14/2015	
		Mag Meter - Part #7ME6580-5RJ14-2AA2		5,541.25
		Transmitter MAG5000 - Part # 7ME6910-2CA11		1,525.00
		Mounting Accessories - Part # FDK:083F5037		578.75
		Connection Plate for transmitter - Part #A5E025:		227.00
		Nickel Brass Plated Adapters - Part # A6X30005		73.44
		Submersible Kit for Terminal Box - Part # FDK:		141.25
		Standard Coil and Electrode Cable per Foot - Pai		50.00
		Special Electrode cable when using Empty Pipe -		75.00
		Shipping		1,044.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7378:	9,255.83
7379	10335 24442	SILVA FORD MADERA VE PD REP-SOLENOID FOR #1455	10/14/2015	122.84
			Total for Check Number 7379:	122.84
7380	10338 220984 231385 233861 VARIOUS VARIOUS VARIOUS	SMITH AUTO VE SUPPL-CREDIT ON ACCOUNT VE EQUIP-BATTERY FOR CASE TRACTOR VE REP-SUPPLIES 1 INVOICE ,50 WTR-SUPPLIES 3 INVOICES <\$50 SWR-SUPPLIES 3 INVOICES <\$50 VE SUPPL-2 INVOICES <\$50	10/14/2015	-21.65 108.17 5.81 37.22 37.21 27.48
			Total for Check Number 7380:	194.24
7381	BP-SOLA	SOLAR CITY INC BP Refund Canceled Job 15-RES-0005 545 S Lu	10/14/2015	232.44
			Total for Check Number 7381:	232.44
7382	10754 5150708-00	SUPPLYWORKS CTC-JANITORIAL SUPPLIES	10/14/2015	788.27
			Total for Check Number 7382:	788.27
7383	10906 0266008	TAMARACK PEST CONTROL CTC-PEST CONTROL SPRAY CTC	10/14/2015	100.00
			Total for Check Number 7383:	100.00
7384	10355 PI0335800	TARGET SPECIALTY PRODUCTS LLD-SNAPSHOT PRE-EMERGENT 6 BAGS	10/14/2015	690.00
			Total for Check Number 7384:	690.00
7385	10357 10811	TAYLOR MADE IRRIGATION WTR-BACKFLOW SUPPLIES	10/14/2015	24.79
			Total for Check Number 7385:	24.79
7386	10770 09272015	THE FRESNO BEE CC-PH NOTICE MORATORIUM EXTENSION	10/14/2015	142.97
			Total for Check Number 7386:	142.97
7387	10644 289052227	US BANK EQUIPMENT FINANCE BPO-LANIER MP C3503 COPIER LEASE	10/14/2015	149.35
			Total for Check Number 7387:	149.35
7388	10391 OFF15106101 OFF1K106204 OFF1K106232 OFF1K106232 OFF1K106235 OFF1K106253 OFF2K105811 OFF2K105817	VALLEY FARM SUPPLY STORES SWR-5 TON GEAR PULLER VE SUPPL-SUPPLIES 1 INVOICE <\$50 WTR-SUPPLIES 1 INVOICE <\$50 SWR-SUPPLIES 1 INVOICE <\$50 PROTEUS-PUSH BROOMS/RAKES LLD-POWER TRIM BLADE PROTEUS-COWHIDE DEER SK GLOVES 7 P PROTEUS-TRASH CANS/PRUNING SHEARS	10/14/2015	75.75 10.79 3.52 3.51 125.45 107.68 114.64 215.37

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF2K105912	PARKS-HONDA CUTTER ASSEMB, NYLON		77.89
	OFF2K105956	LLD-RAKES		66.95
	OFF2K106055	LLD-POWER & TRIMMER HEADS 50%LLD		309.36
	OFF2K106055	STRTC-POWER & TRIMMER HEADS		309.36
	VARIOUS	PARKS-SUPPLIES 6 INVOICES <\$50		82.66
	VARIOUS	WTR-SUPPLIES 7 INVOICES <\$50		62.69
	VARIOUS	SWR-2 INVOICES <\$50		61.56
	VARIOUS	LLD-SUPPLIES 2 INVOICES <\$50		41.07
			Total for Check Number 7388:	1,668.25
7389	10401 1-4379	WALLY'S TIRE AND WHEEL VE REP-TIRE REPAIR #1404	10/14/2015	17.00
			Total for Check Number 7389:	17.00
7390	10404 1241801	WELLS FARGO BANK FIN-ANNUAL PFA ADMINISTRATION FEE	10/14/2015	1,500.00
			Total for Check Number 7390:	1,500.00
7391	10406 49051 49051	WEST HILLS OIL, INC V/E-FUEL SEPT 16-30 1335.091 GALLONS V/E-B ARREDONDO TRANSIT 84.177 GAL	10/14/2015	4,085.53 260.27
			Total for Check Number 7391:	4,345.80
7392	10545 10192015	WILBERT BARCOMA PD-3 COMMUTER LUNCHES	10/14/2015	24.00
			Total for Check Number 7392:	24.00
7393	10900	WONDERWARE NORCAL SCADA Software Renewal Quote#146216.2 SCADA Software Renewal Quote#146216.2	10/14/2015	1,538.94 1,538.94
			Total for Check Number 7393:	3,077.88
7394	10412 081575950	XEROX CORPORATION CS-REC DEPT COPIER SEPT 2015	10/14/2015	350.21
			Total for Check Number 7394:	350.21
7395	10019 289095	AFLAC HR-OCT EMPLOYEE VOLUNTARY INS	10/20/2015	184.56
			Total for Check Number 7395:	184.56
7396	10039 10102015	AT&T PD-T-1 LINE 10/10/15 TO 11/09/15	10/20/2015	275.67
			Total for Check Number 7396:	275.67
7397	10504 5324410234	AUTOZONE VE REP-FUEL PUMP RELAY #1446	10/20/2015	21.09
			Total for Check Number 7397:	21.09
7398	10766 10132015 10132015	JOSEPH BLOHM PD-ROOM RESERVATION J BLOHM 10/13-1- PD-REIMBURSEMENT FOR PARKING COPV	10/20/2015	160.44 10.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7398:	170.44
7399	10061	BSK ASSOCIATES	10/20/2015	
	A519078	EXT Radium 228 DW Matrix (Tested Quarterly)		600.00
	A519078	Gross Alpha (Tested Quarterly)		48.00
	A519078	Hexavalent Chromium, EPA 218.6 (Tested Quart		456.00
	A519078	WTR-EC CONDUCTIVITY		72.00
			Total for Check Number 7399:	1,176.00
7400	10617 353717	C.A. REDING CO., INC. PD-SEPT BILLING FOR COPIES 9/13/15 TO 1	10/20/2015	78.27
			Total for Check Number 7400:	78.27
7401	10079 89988	CAMCO VE EQUIP-TANK SPRAYER PARTS/REPAIR	10/20/2015	93.50
			Total for Check Number 7401:	93.50
7402	10092 242882	CENTRAL VALLEY TOXICOLOGY PD-BLOOD TEST 15-1784	10/20/2015	146.00
			Total for Check Number 7402:	146.00
7403	10094 11378800 11378800 11378800	CHEAPER THAN DIRT PD-50 BOXES OF AMMO .40 S&W PD-ENERGIZER R123 LITHIUM BATTERIES PD-SHIPPING & HANDLING	10/20/2015	724.50 44.68 107.45
			Total for Check Number 7403:	876.63
7404	10095 5406509 5406509 5406509 5406517 5406518	CHEM QUIP INC Sierra 15 Gal Carboy Sani Chlor, Deposit Deposit, 15 Gall Carboy Drum Cleaning 15 Gal WTR-DEPOSIT REFUND/PALLETS/CARBOY WTR-TANK AND CHLORINE	10/20/2015	2,467.53 960.00 48.00 -900.00 919.91
			Total for Check Number 7404:	3,495.44
7405	10452 K093015 K093015 K100715 K100715	CITY OF FRESNO WMD WTR-LAB ANALYSIS WATER SWR-LAB ANALYSIS SEWER WTR-LAB ANALYSIS WATER SWR-LAB ANALYSIS SEWER	10/20/2015	30.00 76.00 75.00 127.00
			Total for Check Number 7405:	308.00
7406	10108 125622	COOKS COMMUNICATIONS VE PD REP-LIGHT BAR, SIREN #1484	10/20/2015	791.47
			Total for Check Number 7406:	791.47
7407	10128 128065 128644	DEPARTMENT OF JUSTICE PD-7 BLOOD ALCOHOL ANALYSIS PD-6 BLOOD ALCOHOL ANALYSIS	10/20/2015	245.00 210.00
			Total for Check Number 7407:	455.00
7408	10133	DEPARTMENT OF TRANSPORTATION	10/20/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	SL 160156	STRT-SIGNALS & LIGHTING JULY-SEPT 20		3,276.25
			Total for Check Number 7408:	3,276.25
7409	10919 1 9/14-30/2015	DON BERRY CONSTRUCTION INC STRT-PPRI-CALIF AVE RECON PROJ	10/20/2015	165,053.00
			Total for Check Number 7409:	165,053.00
7410	10877 2374 2374	ECHOLOGICS Leak Tuner with Echo Foot System to include: E Stainless Steel Extension Rods (2x15")	10/20/2015	4,590.00 110.00
			Total for Check Number 7410:	4,700.00
7411	10458 KERMPD-OCT-15	RAUL HERRERA ECN POLYGRAPH AN PD-PRE-EMPLOYMENT POLY M SPARKS	10/20/2015	150.00
			Total for Check Number 7411:	150.00
7412	10144 5907280 5907280 5907280 5907280 5907280 5907280	ELBERT DISTRIBUTING, INC VE MAINT-MOTOR OIL ADDITIVE-10 VE MAINT-AUTO TRANSMISSION SERV KI VE MAINT-ATC PLUS-1 VE MAINT-AUTO TRANSMISSION FLUID-4 VE MAINT-4 GALLON RECYCLE-4 VE MAINT-TAX	10/20/2015	77.50 99.06 9.19 461.48 4.16 53.23
			Total for Check Number 7412:	704.62
7413	10151 452787 474456	EWING IRRIGATION PRODUCTS PARKS-RAINBIRD 3 WAY VALVE-LIONS PA WTR-BACK FLOW SUPPLIES	10/20/2015	82.48 357.81
			Total for Check Number 7413:	440.29
7414	10154 CAFR253950 CAFR254008 CAFR254008 CAFR254008 CAFR254008	FASTENAL COMPANY STRTC-BLK NITRILE GLOVES 90 CT WTR-FLUORESCENT PAINT STRTC-BLK NITRILE GLOVES 90 CT STRTC-BLU NITRILE GLOVES 300 LLD-BLU NITRILE GLOVES 300	10/20/2015	11.84 41.89 11.07 55.41 55.40
			Total for Check Number 7414:	175.61
7415	10164 4984	FRESNO IRRIGATION DISTRICT STRTC-FID PIPE REPAIR	10/20/2015	1,844.40
			Total for Check Number 7415:	1,844.40
7416	10177 PJI-0015720	GAMETIME CS-REPLACEMENT EQUIPMENT SOROPTO	10/20/2015	1,437.75
			Total for Check Number 7416:	1,437.75
7417	10185 9862071447	GRAINGER SWR-UPS SYSTEM FOR BIOLAC CONTROL	10/20/2015	634.74
			Total for Check Number 7417:	634.74
7418	10922 00034902	ISHA HERNANDEZ CTC-DEPOSIT REFUND KPDP 10/17/15	10/20/2015	100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7418:	100.00
7419	10204 36354	IDTS INC PD-INITIAL ENROLLMENT SEPT 2015 R CO	10/20/2015	5.00
			Total for Check Number 7419:	5.00
7420	10205 IN-000561789 IN-000561789 IN-000564943 IN-000564943 IN-000565156 IN-000565280 SO-000568259 SO-000568259	INDEPENDENT STATIONERS CTC-DESK CALENDARS X6 CTC-DESK CALENDARS X1 CTC-REPLACEMENT DESK CALENDARS X CTC-REPLACEMENT DESK CALENDARS X CS-COFFEE CUPS CS-C BATTERIES CTC-RETURNED ITEMS CREDIT CS-RETURNED ITEMS CREDIT	10/20/2015	29.16 4.86 2.86 15.25 27.27 12.22 -4.86 -29.16
			Total for Check Number 7420:	57.60
7421	10219 375562	JENSEN & PILEGARD VE EQUIP-BLOWER HARNESS STRAPS	10/20/2015	43.31
			Total for Check Number 7421:	43.31
7422	10226 5549285	JORGENSEN & CO CS-ANNUAL FIRE EXT MAINTENANCE	10/20/2015	185.50
			Total for Check Number 7422:	185.50
7423	10243 4059 4059 4059 4059	KINGS RIVER CONSERVATION DIST WTR-RESOURCE ANALYST WTR-MGR OF WATER RESOURCES WTR-DIRECTOR OF FINANCE WTR-SUPPLIES EXPENSE	10/20/2015	70.45 49.58 19.92 23.00
			Total for Check Number 7423:	162.95
7424	10885 000035	KOYOTE PRODUCTIONS REC-DJ PAYMENT 10/24/15 TEEN EVENT	10/20/2015	300.00
			Total for Check Number 7424:	300.00
7425	10913 10262015	DUSTIN LEHMAN PD-4 COMMUTER LUNCHES DRUG INFLUI	10/20/2015	32.00
			Total for Check Number 7425:	32.00
7426	10259 152803088101	MES VISION HR-NOV VISION PREMIUM	10/20/2015	670.52
			Total for Check Number 7426:	670.52
7427	10261 636386 636386	MID VALLEY DISPOSAL, INC CS-40Y BIN SKATE PARK EXCHANGE CS-CONSTRUCTION & DEMOLITION	10/20/2015	196.00 258.50
			Total for Check Number 7427:	454.50
7428	10276	NATIONAL METER & AUTOMATION PURCHASE 20 1" METERS-RESALE	10/20/2015	6,246.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7428:	6,246.48
7430	10283 601156569004806	OFFICE DEPOT CREDIT ACCOUNT CS-OFFICE CHAIR	10/20/2015	97.19
			Total for Check Number 7430:	97.19
7431	10289 6206788690-3 6206788690-3 6206788690-3 6206788690-3 6206788690-3 9081203718-3	P.G.& E. CS-MONTHLY ELECTRICITY & GAS 9/9-10/ CS-MONTHLY UTILITIES KATEY'S KIDS PA	10/20/2015	1,952.02 403.57 3,318.38 866.27 100.00 11.29
			Total for Check Number 7431:	6,651.53
7432	10921 29076 29076 29076	RENNE SLOAN HOLTZMAN SAKAI ATTY-2015 INVESTIGATION ATTY-2015 INVESTIGATION ATTY-2015 INVESTIGATION	10/20/2015	7,004.78 7,004.78 7,004.79
			Total for Check Number 7432:	21,014.35
7433	10329 239177	SAN JOAQUIN VALLEY AIR POLL SWR-WWTP BURN PERMIT #140159	10/20/2015	36.00
			Total for Check Number 7433:	36.00
7434	10912 10262015	DYLAN SEROKA PD-4 COMMUTER LUNCHES DRUG INFLUI	10/20/2015	32.00
			Total for Check Number 7434:	32.00
7435	10420 622685312-167 622685312-167 622685312-167 622685312-167 622685312-167 622685312-167 622685312-167 622685312-167 622685312-167 622685312-167 622685312-167 622685312-167	SPRINT VAR-MONTHLY CELLULAR SERVICE 9/12- VAR-MONTHLY CELLULAR SERVICE 9/12-	10/20/2015	20.32 20.32 148.98 27.09 20.32 44.02 121.89 74.49 67.72 23.70 28.77
			Total for Check Number 7435:	597.62
7436	10352 LW-1001611 LW-1001611 LW-1001611 LW-1001611 LW-1001611	SWRCB ACCOUNTING OFFICE WTR-PERMIT INSP COMPL MONITORING WTR-COMPLIANCE TRACKING WTR-EXEMP VARIANCE WAIVER WTR-MONITORING DATA REVIEW SYS 101 WTR-CREDIT FROM 4/14/15 BILLING	10/20/2015	2,356.20 2,594.88 76.50 504.90 -2,019.84
			Total for Check Number 7436:	3,512.64
7437	10357 10836	TAYLOR MADE IRRIGATION PARKS-SPRINKLER SUPPLIES LIONS PARK	10/20/2015	82.47

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7437:	82.47
7438	10441 6915192-00	TURF STAR INC. EQUIP-BELTS FOR TORO MOWER	10/20/2015	133.12
			Total for Check Number 7438:	133.12
7439	10381 10022015	UNITED HEALTH CENTERS PD-PRE-EMPLOYMENT PHYSICAL REX CC	10/20/2015	150.00
			Total for Check Number 7439:	150.00
7440	10387 776689	USABLUEBOOK SWR-MANGANOUS SULFATE	10/20/2015	83.01
			Total for Check Number 7440:	83.01
7441	10391 OFF2K106248	VALLEY FARM SUPPLY STORES AAC-DOG LEASH 6FT BLK	10/20/2015	7.41
			Total for Check Number 7441:	7.41
7442	10406 228997	WEST HILLS OIL, INC SWR-SYN OIL/GEAR OIL GRINDER WWTP	10/20/2015	694.89
			Total for Check Number 7442:	694.89
7443	10413 34097 34098 34099 34100 34101 34102 34103 34104 34105 34106 34107 34108 34109 34110 34111 34112 34113 34114 34115 34116 34117	YAMABE & HORN ENGINEERING VAR-WHITESBRIDGE & VINELAND TRAFF VAR-GIS MAPPING VAR-GENERAL ENGINEERING VAR-WALMART ON-SITE PLAN REVIEW VAR-MID VALLEY DISPOSAL EXPANSION VAR-DOUBLE L MHP WATER SERVICE/WEI VAR-SECONDARY WATER FID AGREEMEN VAR-VINELAND AVE WIDENING VAR-UPRR PEDESTRIAN & BICYCLE TRAI VAR-PROP 84 WATER METER PROJECT VAR-CALIFORNIA & MAY RECONSTRUCTI VAR-CDBG KATEY'S KIDS PARK VAR-CHROMIUM 6 MCL SUPPORT VAR-CALIFORNIA AVE RECONSTRUCTION VAR-TPM 14-01 AVILA VAR-CALIFORNIA AVE SIDEWALK DEL NO VAR-WATER CONSERVATION ENG SUPPOR VAR-GROUNDWATER MGMNT ENG SUPPC VAR-SPR 15-04 STARBUCKS VAR-KERMAN ANIMAL SHELTER VAR-TREVINO & CORNELIUZ UTILITY AG	10/20/2015	260.00 90.00 1,505.00 547.50 2,868.75 480.00 360.00 2,646.25 165.00 7,237.50 1,020.00 2,190.00 866.25 11,258.00 262.50 182.50 210.00 157.50 735.00 817.50 1,260.00
			Total for Check Number 7443:	35,119.25
7444	10616 00228857	AAA QUALITY SERVICES, INC. CS-FENCE RENTAL KATEYS KIDS PARK SE	10/27/2015	81.17
			Total for Check Number 7444:	81.17
7445	10814 INV31666	ACCELA INC #774375 FIN-MONTHLY WEB PMNTS PARTIAL AUG	10/27/2015	415.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7445:	415.00
7446	10014	ADMINISTRATIVE SOLUTIONS, INC	10/27/2015	
	10222015	HR-NOV EMPLOYER FLEX PLAN		10,200.00
	10222015	HR-OCT SEC 125 EMPLOYEE CONT		1,760.86
	18714	HR-NOV DENTAL CLAIMS FUNDING		4,317.17
	31135	HR-NOV BLUE SHIELD PLAN ADMIN		780.00
	85087	HR-NOV SEC 125 PLAN ADMIN		90.00
			Total for Check Number 7446:	17,148.03
7447	10033	AMERICAN WATER WORKS ASSOC	10/27/2015	
	7001089549	WTR-AWWA MEMBERSHIP DUES CUST #00		420.00
			Total for Check Number 7447:	420.00
7448	10920	JEFF BELDING	10/27/2015	
	11032015	PD-3 COMMUTER LUNCHESES INTERNAL AF		24.00
			Total for Check Number 7448:	24.00
7449	10054	BLUE SHIELD OF CALIFORNIA	10/27/2015	
	152930003221	HR-NOV MEDICAL COVERAGE		26,060.96
	152930003221	HR-NOV COBRA COVERAGE		288.61
			Total for Check Number 7449:	26,349.57
7450	10060	BRYANT L JOLLEY, CPA'S	10/27/2015	
	06302015	FIN-ACCOUNTING SERVICES FYE 6/30/15		12,800.00
	06302015	FIN-ACCOUNTING SERVICES FYE 6/30/15		5,500.00
	06302015	FIN-ACCOUNTING SERVICES FYE 6/30/15		3,800.00
	06302015	FIN-ACCOUNTING SERVICES FYE 6/30/15		4,000.00
	06302015	FIN-ACCOUNTING SERVICES FYE 6/30/15		4,000.00
			Total for Check Number 7450:	30,100.00
7451	10103	COLONIAL LIFE	10/27/2015	
	3420205-1101699	HR-OCT EMPLOYEE CONTRIBUTION		515.60
			Total for Check Number 7451:	515.60
7452	10109	COUNTY OF FRESNO	10/27/2015	
	10212015	PD-SEPT 2015 PARKING ACTIVITY		72.00
			Total for Check Number 7452:	72.00
7453	10119	DASH MEDICAL GLOVES	10/27/2015	
	INV0958323	PD-2 CASES OF GLOVES		166.47
			Total for Check Number 7453:	166.47
7454	10137	DMV REGISTRATION	10/27/2015	
	16VPN1413K1B253	VE EQUIP-REPL PLATES 89 BIG TEX TRAIL		20.00
			Total for Check Number 7454:	20.00
7455	10159	FRESNO COUNCIL OF GOVERNMENT:	10/27/2015	
	10-19-2015	ADM-MEMBER DUES 2015/16		589.00
			Total for Check Number 7455:	589.00
7456	10164	FRESNO IRRIGATION DISTRICT	10/27/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	FY 15-16	VAR-SBC & ASSESSMENTS 2016		1,866.54
	FY 15-16	VAR-SBC & ASSESSMENTS 2016		3,890.31
	FY 15-16	VAR-SBC & ASSESSMENTS 2016		1,212.99
	FY 15-16	VAR-SBC & ASSESSMENTS 2016		62.50
	FY 15-16	VAR-SBC & ASSESSMENTS 2016		167.97
			Total for Check Number 7456:	7,200.31
7457	10168 AT19499	FRESNO NETWORKS TECH-MONTHLY TECH SUPPORT SERVICE	10/27/2015	2,370.10
			Total for Check Number 7457:	2,370.10
7458	10166 1286 1286 1304 1304	FRESNO-MADERA AGENCY ON AGING NUT-NUTRITION MEALS NTU-NUTRITION SITE SUPPLIES NUT-NUTRITION MEALS CREDIT NUT-NUTRITION SITE SUPPLIES	10/27/2015	161.21 55.91 -102.90 182.66
			Total for Check Number 7458:	296.88
7459	10229 5614	JUDICIAL DATA SYSTEMS CRP PD-PARKING ACTIVITY FOR SEPT 2015	10/27/2015	100.00
			Total for Check Number 7459:	100.00
7460	10925 00030385	KEVIN MEJIA CTC-DEPOSIT REFUND SCOUT HUT 10/24/1	10/27/2015	100.00
			Total for Check Number 7460:	100.00
7461	10260 122486	METRO UNIFORM & ACCESSORIES PD-EXPLORER HATS X11	10/27/2015	201.79
			Total for Check Number 7461:	201.79
7462	10926 00034965 00038138	MONIQUE MORALES CTC-DEPOSIT REFUND SCOUT HUT 10/25/1 CTC-REFUND RENTAL FEE SH 10/25/15	10/27/2015	100.00 100.00
			Total for Check Number 7462:	200.00
7463	10272 000436886856 000436886856 000436886856 000436886856	MUTUAL OF OMAHA HR-NOV LTD INS EMPLOYER HR-NOV LTD INS EMPLOYER HR-NOV LIFE INSURANCE HR-NOV VOLUNTARY LIFE	10/27/2015	425.91 425.90 381.09 1,145.45
			Total for Check Number 7463:	2,378.35
7464	10281 NCIN-155897	NORTH CENTRAL FIRE PROT DIST CS-FIRE INSPECTION	10/27/2015	59.00
			Total for Check Number 7464:	59.00
7465	10282 79536107001 79536107001 797536030001 797536030001 797581435001 797581435001	OFFICE DEPOT SWR-OFFICE SUPPLIES WTR-OFFICE SUPPLIES WTR-OFFICE SUPPLIES SWR-OFFICE SUPPLIES WTR-OFFICE SUPPLIES SWR-OFFICE SUPPLIES	10/27/2015	17.51 17.52 21.89 21.88 91.97 91.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	799025705-001	CS-COMM CTR ENVELOPES		110.39
			Total for Check Number 7465:	373.12
7466	10285 8299006	ONTRAC BPO-PLAN CHECK OVERNIGHT DELIVERY	10/27/2015	64.46
			Total for Check Number 7466:	64.46
7467	10337 B265867ACCT3115	SLUMBERGER LUMBER CS-KATEYS PARK RESTROOM PARTS	10/27/2015	574.55
			Total for Check Number 7467:	574.55
7468	10371 1219	TJ LAW & ASSOCIATES INVESTIGATIC PD-LAW ENFORCEMENT BACKGROUND K	10/27/2015	600.00
			Total for Check Number 7468:	600.00
7469	10644 289404345	US BANK EQUIPMENT FINANCE PD-SEPT COPIER LANIER MPC4503	10/27/2015	177.92
			Total for Check Number 7469:	177.92
7470	10399 212608	VETERINARY MEDICAL CENTER AAC-2 EUTHANASIA OF ANIMAL	10/27/2015	40.40
			Total for Check Number 7470:	40.40
7471	10878 00036469	Z - SYLVIA AGUILERA AAC-CAT TRAP DEPOSIT REIMBURSEMEN	10/27/2015	40.00
			Total for Check Number 7471:	40.00
			Report Total (160 checks):	671,905.23



City of Kerman

"Where Community Comes First"

MAYOR
Stephen B. Hill
MAYOR PRO-TEM
Gary Yep
COUNCIL MEMBER
Rhonda Armstrong
COUNCIL MEMBER
Nathan Fox
COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: PLANNING & DEVELOPMENT
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: NOVEMBER 4, 2015

To: Mayor and City Council
From: Jerry Jones, City Engineer
Subject: Resolution Accepting the Storm Drain Basin "E" Frontage Landscaping Renovation Project

RECOMMENDATION

Council by motion adopt resolution accepting the Storm Drain Basin "E" Frontage Landscaping Renovation Project and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY

The Contractor, Elite Landscape Construction Inc. has completed the work required for the Storm Drain Basin "E" Frontage Landscape Renovation Project. The project replaced the existing landscaping and landscape irrigation system along a portion of the Stanislaus Avenue frontage of Storm Drain Basin "E" with a more water-friendly, street-friendly landscape concept. The City Public Works Inspector has inspected the improvements required by the project and all of the improvements have been completed.

OUTSTANDING ISSUES

None.

DISCUSSION

The original landscaping along the Stanislaus Avenue frontage of Storm Drain Basin "E" consisted of turf and trees. Over the years, the trees invasive roots caused severe damage to the concrete curb and gutter and sidewalk. As a result, the City removed the existing trees as part of the 2014 Concrete Project completed in November 2014. The Storm Drain Basin "E" Frontage Landscape Renovation Project installed trees suitable for use in a street environment and replaced the existing turf with a mix of shrubs. The project also replaced the existing irrigation system with an irrigation that is significantly more efficient, with little wasted water. The new landscape concept will not only reduce water use, but will also result in lower maintenance costs as no routine mowing and edging will be necessary.

FISCAL IMPACT

The total project cost was \$36,500, including engineering and construction management. The project will be funded with local transportation funds. The project is included in the budget item for Stanislaus & 16th Street Sidewalks (2014 Concrete Project).

PUBLIC HEARING

Not Required.

Attachments:

- A. Resolution

Attachment 'A'

RESOLUTION NO. 15-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION
FOR THE STORM DRAIN BASIN "E" FRONTAGE LANDSCAPING RENOVATION PROJECT

WHEREAS, Elite Landscape Construction Inc. has completed the work for the Storm Drain Basin "E" Frontage Landscape Renovation Project and;

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Storm Drain Basin "E" Frontage Landscape Renovation Project and requests Council to authorize the City Engineer to record the Notice of Completion for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY ACCEPTS the Storm Drain Basin "E" Frontage Landscape Renovation Project and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 4th day of November, 2015, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk



City of Kerman

"Where Community Comes First"

MAYOR Stephen B. Hill	MAYOR PRO-TEM Gary Yep	
COUNCIL MEMBER Rhonda Armstrong	COUNCIL MEMBER Nathan Fox	COUNCIL MEMBER Bill Nijjer

DEPARTMENT: PLANNING & DEVELOPMENT
 STAFF REPORT
 CITY COUNCIL MEETING
 COUNCIL MEETING DATE: NOVEMBER 4, 2015

To: Mayor and Council Members
 From: Olivia Pimentel, Planning Technician
 Subject: Public Hearing on Amendment to Zoning Ordinance Requiring Conditional Use Permit in for
 Massage Business Establishments in General Commercial Zone District

RECOMMENDATION

Council open public hearing, receive public comment, close public hearing and by motion waive full reading and introduce t the Zoning Ordinance Amendment to Chapter 17.48 Of Title 17 of the Kerman Municipal Code to Require a Conditional Use Permit for Massage Establishments in the General Commercial Zone District.

EXECUTIVE SUMMARY

On October 12, 2015 the Planning Commission held a public hearing, heard public comment and approved a resolution recommending that the City Council adopt a petition of amendment of the zoning ordinance relating to permitting procedures for massage business establishments in the General Commercial Zone District Conditional Uses filed by the City Planner on September 28, 2015. The Planning Commission Resolution is attached to this report as Attachment 'A.'

For convenience, we resubmit much of the background report submitted at the October 12, 2015, meeting. The proposed ordinance is necessary in order to provide the City more meaningful ability to regulate massage business establishments in the best interests of our community to the extent now allowable under state law.

In 2008, the Governor signed into law SB 731, which preempts local government controls relating to massage establishments. All local regulation of massage establishments were superseded by the law that took effect in September 2009. The bill created a non-profit organization, the California Massage Therapy Council (CAMTC) that issues licenses to massage therapists and practitioners. These laws were amended in 2011 and 2012, further limiting local governments' abilities to regulate massage establishments.

The results of the foregoing has been a proliferation of massage establishments throughout California and with that a myriad of code enforcement issues and crime. In September 2014, the Governor signed AB 1147 into law. This law returns some authority to regulate massage establishments to local governments.

Currently, there is nothing in the Kerman Municipal Code to address businesses offering massage services. City staff and the Police Chief are concerned that under the current Municipal Code, the City would be unable to prevent a proliferation of massage establishments and the secondary effects in crime in the City similar to what many California cities have been experiencing. As describe in a recent article included as Attachment 'B'. In order to ensure the protection of the public health, safety, and welfare, City staff required time to study the effects of the massage businesses on the City and to determine what regulations might best serve the interests of the City.

On August 19, 2015, the Council adopted an urgency ordinance prohibiting the issuance of new business licenses or other permits or entitlements for massage establishments for an initial forty-five (45) day period to allow the City to study this issue in more depth.

The temporary 45-day moratorium ordinance was set to expire on October 3, 2015. The Council held a special meeting on September 29, 2015 and approved an extension of the ordinance by 120 days.

At this time and after considerable review, staff is proposing to address this matter twofold: by requiring a Conditional Use Permit (CUP) for Massage Establishment per the Proposed Ordinance attached as Attachment 'C' and by a registration and permit process administered through the Police Department. The proposed Massage Establishment Ordinance is being presented for first reading and introduction as a separate item under department reports for Council action. That ordinance does not require processing through the Planning Commission. The Building & Planning Department and the Police Department will work cooperatively in the administration of the two ordinances.

FISCAL IMPACTS

There is no anticipated fiscal impact; costs would be recovered through existing planning entitlement fees.

Attachments:

- A. Planning Commission Resolution (w/o attachments)
- B. City of Porterville News Article
- C. Ordinance

Attachment 'A'

RESOLUTION NO. 15-06

BEFORE THE PLANNING COMMISSION
CITY OF KERMAN, STATE OF CALIFORNIA

A RESOLUTION SETTING A PUBLIC HEARING FOR A ZONING ORDINANCE AMENDMENT
TO THE KERMAN MUNICIPAL ORDINANCE REQUIRING A CONDITIONAL USE PERMIT FOR
MESSAGE ESTABLISHMENTS IN THE GENERAL COMMERCIAL ZONE DISTRICT

WHEREAS, the Planning Commission has received a Petition of Amendment to the Zoning Ordinance of the City of Kerman; and

WHEREAS, Section 17.26.030 of the Kerman Municipal Code provides that upon receipt of a Petition of Amendment the Planning Commission shall set a date for a public hearing on the amendment.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission, as follows:

Section 1. The foregoing recitals are incorporated by reference.

Section 2. A public hearing is hereby set for October 12, 2015, at 6:30 p.m. at Kerman City Hall at which time the Planning Commission shall conduct a hearing regarding proposed amendment to the Municipal Code requiring a Conditional Use Permit (CUP) for massage establishments.

The foregoing resolution was adopted at a regular meeting of the Kerman Planning Commission held on this 12th day of October 2015, by the following vote.

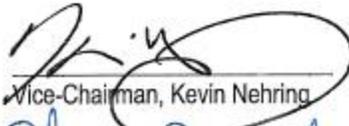
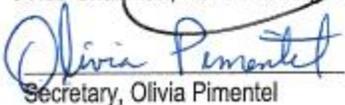
AYES: Bandy, Kehler, Jones, Nehring, Nunez, Wettlaufer

NOES: None

ABSENT Epperson:

ABSTAIN: None

APPROVED BY:


Vice-Chairman, Kevin Nehring

Secretary, Olivia Pimentel

30 SEPTEMBER 2015
Date
9/30/15
Date

Attachment 'B'

Massage Parlor to be discussed at City Council

By KELLI BALLARD kballard@portervillerecorder.com | Posted: Monday, October 5, 2015 9:08 am

Another arrest for prostitution adds to the list

Another contracted employee with Best Massage was arrested for alleged prostitution less than two weeks after the matter was scheduled to be heard by the city council to consider revoking the business's license for illicit behavior, including prostitution.



Porterville City Hall

Zi-Rong Wong, 35, was arrested on Sept. 24 for suspicion of prostitution at the Best Massage on Mill Street in Porterville after an undercover operation by the Porterville Police Department. Wong is only the most recent person from Best Massage to be arrested for prostitution. On three separate dates in September, the police department received complaints on the business by an unknown source. The complaint report said photographs of alleged prostitution were provided, alleging to Best Massage as the location, and complaints of male customers that "have entered the premises after business hours, allegations of having found condoms and lubricant in the business's trash, and allegations of individuals possibly living at the premises."

Wong is suspected of living at the business after police found a bed, personal items, clothing, a microwave and a refrigerator.

Xin Lu, 46, was arrested on suspicion of prostitution on Aug. 7 and Li Jiang, 51, was arrested for prostitution on April 8. Both women were arrested at Best Massage after an undercover operation by the police.

A public hearing was scheduled for the Sept. 15 city council meeting to decide whether to revoke Best Massage's business licence because of the recent prostitution arrests, but was continued to Tuesday's council meeting to give the business owner's attorney time to research the situation.

The city's charter states the city council "reserves the right to revoke the license granted any person, when, after notice to the licensee and upon hearing had, it shall appear the business licensed is unlawful, immoral or a menace to the public health, safety, morals, peace or general welfare, or is, or has been carried on in an illegal or immoral manner, or in such manner as to constitute a menace to the health, safety, morals, peace or general welfare of the people of the city."

City staff is also asking council to consider an emergency ordinance to prevent any new massage

businesses from starting within the city. If approved, the ordinance will be in effect for 45 days.

An administrative hearing will be held Tuesday to determine whether to revoke Best Massage license.

In other business, the council will:

- consider residential requests to hook up to the city's water system
- hold a public hearing to receive comments on the draft for the Housing Element
- discuss the military banner program
- hear a report evaluating the Porterville Animal Control Shelter facility and practices

The council meeting will be held at 6:30 p.m. Tuesday at city hall.

Attachment 'C'

ORDINANCE NO. 15-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN
AMENDING CHAPTER 17.48 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE
TO REQUIRE A CONDITIONAL USE PERMIT FOR MASSAGE ESTABLISHMENTS
IN THE GENERAL COMMERCIAL ZONE DISTRICT

WHEREAS, the City of Kerman recognizes that massage is a valid professional field offering the public health and therapeutic services; and

WHEREAS, it is the intent of the Council to provide for the orderly regulation of massage establishments, therapists, and practitioners in the interest of the public health, safety, and welfare; and

WHEREAS, Article 11, Section 7 of the California Constitution authorizes the City of Kerman to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

WHEREAS, the City has carefully considered the regulation of the location and manner in which businesses offering massages are to occur so as to prevent impacts on nearby residents and businesses; and

WHEREAS, Senate Bill 731 has been widely criticized by local agencies and other groups for providing massage businesses with unprecedented protection from local zoning and land use authority, and interfering with local law enforcement efforts to close massage businesses allowing prostitution and other illegal activities; and

WHEREAS, the increased number of massage parlors in cities across California has resulted in an increase of police and code enforcement calls and services to many of those establishments, some of which are suspected of allowing and encouraging sexually explicit activity to occur on the premises, including prostitution; and

WHEREAS, the California Legislature passed Assembly Bill 1147, recently signed into law by Governor Jerry Brown, which went into effect on January 1, 2015, in response to widespread criticism of Senate Bill 731; and

WHEREAS, Assembly Bill 1147 authorizes cities and counties to use zoning and licensing processes to regulate massage establishments by imposing reasonable zoning, business licensing, and health and safety requirements on massage establishments; and

WHEREAS, City staff has reviewed and considered data about the adverse impacts of massage establishments and researched, studied and considered ways to possibly amend the City's business license process and the Kerman Municipal Code to reduce potential illegalities occurring at massage establishments and to mitigate adverse impacts being experienced in other communities; and

WHEREAS, City staff has recommended that the City may ameliorate the potential for criminal activity and Municipal Code violations as a result of massage establishments through the requirement of a Conditional Use Permit and through a Massage Establishments and Therapists Ordinance; and

WHEREAS, the City Planning Commission conducted a public hearing regarding a proposed ordinance requiring a Conditional Use Permit for massage establishments in the General Commercial Zone District and is recommending approval to the City Council.

THE CITY COUNCIL OF THE CITY OF KERMAN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 17.48.030 of Title 17 of Chapter 17.48 of the Kerman Municipal Code is amended to read as follows:

Section 17.48.030 Conditional Uses.

Conditional uses in this district are as follows:

- Auction houses;
- Auto lease and rental;
- Automobile, motorcycle, and small engine repair;
- Auto sales, new and used;
- Bar, liquor store, and tavern;
- Boarding or rooming facilities;
- Bowling alleys;
- Bus depots;
- Cabinet shops;
- Card rooms;
- Carwash;
- Churches;
- Equipment sales and rental;
- Feed and seed store;
- Furniture upholstery shops;
- Glass, radiator, tire, and muffler shops;
- Hotel and motel;
- Hospital;
- Library;
- Liquor store;
- Massage Establishments as defined in Section 9.27.030 of the Kerman Municipal Code;
- Multiple-family residential dwellings (R-2 and R-3 district);
- Outdoor sales and storage;
- Second hand store;
- Sign shops;
- Theater and auditorium;
- Utility yards;
- Veterinary offices with enclosed boarding structure;
- A residential dwelling associated with a business listed above.

SECTION 2. CEQA. Enactment and amendment of zoning ordinances does not constitute a project under the California Environmental Quality Act. (Title 14, California Code of Regulations, Section 15378(a)(1))

SECTION 3. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 5. Effective Date. This ordinance shall become effective thirty (30) days after its adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman held on _____, 2015, and was passed and adopted at a regular meeting of the City Council held on _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance is hereby approved.

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk



EMPIRE STATE BUILDING
350 FIFTH AVENUE
59TH FLOOR
NEW YORK, NY 10118
T: +1 (212) 601 - 2699 EXT 2707
F: +1 (212) 601 - 2610
E: SUPPORT@SIKHSFORJUSTICE.ORG
WWW.SIKHSFORJUSTICE.ORG

Kerman City Council
850 S. Madera Ave
Kerman, CA 93630
Tel: (559) 846-9380
Fax: (559) 846-6199

October 23, 2015

Re: **Request to Pass a Resolution to Recognize The November 1984 Anti-Sikh Violence in India as "Genocide"**

Honorable Mayor and Members of the Council:

On behalf of "Sikh For Justice" (SFJ), we are writing to request you to show solidarity with the victims of November 1984 Anti Sikh Violence in India by passing a resolution recognizing the same as "Genocide" as defined under the laws of the United States.

November 2015 marks the 31st year of Anti-Sikh violence in India carried out in the aftermath of Prime Minister Indira Gandhi's assassination. The organized and systematic violence was perpetrated with the active connivance of the police and administration, against the Sikh population throughout India, with a clear intent to destroy the Sikh community. The violence against the Sikhs continued unabated for several days in more than 100 cities across India resulting in over 30,000 Sikhs killed; thousands of women raped; hundreds of Gurudwaras (Sikh Temples) burnt and more than 300,000 Sikhs displaced.

The successive Indian regimes have not only granted impunity and rewards to perpetrators, they have also covered up the anti-Sikh genocidal violence of November 1984 by naming them as "riots".

However, the incontrovertible evidence shows that intentional and deliberate nature of the attacks on Sikh lives, properties and places of worship during November 1984 makes them crime of GENOCIDE as defined in the US and international law (See section 1091 of 18 USC and Article 2 of the U.N. Convention on Genocide). In support of our request to pass the resolution, we are enclosing a copy of the report "November 1984 Sikh Genocide" which has also been submitted to UN Secretary General.

We urge you to vote in support of the resolution recognizing November 1984 anti Sikh violence in India as "Genocide".

Should you require any further information, please feel free to contact the undersigned.

Sincerely yours,


Gurpatwant S Pannun
Legal Advisor, Sikhs For Justice

E: gurpatwant.pannun@sikhsforjustice.org
T: 718-938-7801

Amardeep Singh Purewal
Director - International Policy, SFJ
E: akhalsa@gmail.com
T: 510-828-8352

RESOLUTION NO. 15-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN RECOGNIZING THE
NOVEMBER 1984 ANTI-SIKH VIOLENCE IN INDIA AS "GENOCIDE"

WHEREAS, The City of Kerman is in support of this resolution to recognize the intentional, deliberate and systematic killing of Sikhs in India during November 1984 as "Genocide" as defined under the laws of the United States and UN Convention.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Kerman:

WHEREAS, Sikhism is the world's 5th largest religion with more than 26 million followers.

WHEREAS, in the aftermath of Indira Gandhi's assassination on October 31, 1984, organized and systematic violence was carried out with the active connivance of the police and administration, against the Sikh population throughout India, with a clear intent to destroy the Sikh community.

WHEREAS, the violence against the Sikhs continued unabated for several days in more than 100 cities across India resulting in over 30,000 Sikhs killed; thousands of women raped; hundreds of Gurudwaras (Sikh Temples) burnt and more than 300,000 Sikhs displaced.

WHEREAS, in 2011, mass Grave of Sikhs in village Hondh-Chillar, state of Haryana was unearthed which was followed by discovery of similar startling new evidence containing mass graves, ruined villages, burnt Gurudwaras and other traces of Sikh population annihilated during November 1984 in the sates of Haryana, West Bengal, Uttar Pradesh and Jammu & Kashmir.

WHEREAS, since the perpetrators of the November 1984 Sikh Genocide were given impunity, in 2002 pogrom of Muslims was carried out in the state Gujarat and in 2008 hundreds of Churches were burnt and Christians were killed in the state of Orissa.

WHEREAS, the pattern of November 1984 genocidal violence against Sikhs has been allowed to perpetuate and has now become the part of the Indian system.

WHEREAS, under the laws of the United States and U.N Genocide Convention, genocide is defined as "attack with an intent to destroy in whole or in part, a religious or ethnic community".

WHEREAS, Section 1091 of 18 U.S. C and "Genocide Accountability Act of 2007" make the crime of Genocide committed anywhere and anytime, punishable by the United States Courts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY resolves as follows:

- Section 1. The foregoing recitals are incorporated by reference.
- Section 2. Recognizes November 1984 violence against Sikh lives, properties and places of worship throughout India, was carried out with intent to destroy the Sikh community and was thus "Genocide" as defined under the laws of the United States and the UN Genocide Convention of 1948.
- Section 3. Calls upon Barack Obama, the President of the United States and the Congress to recognize anti-Sikh violence of November 1984 as "Genocide".

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 21st day of October 2015 and passed at said meeting with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk



City of Kerman

"Where Community Comes First"

MAYOR
Stephen B. Hill
COUNCIL MEMBER
Rhonda Armstrong
MAYOR PRO-TEM
Gary Yep
COUNCIL MEMBER
Nathan Fox
COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: CITY COUNCIL
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: NOVEMBER 4, 2015

To: Mayor and City Council
From: Council Ad Hoc Committee: Mayor Hill and Councilmember Armstrong
Subject: Resolution Appointing John H. Kunkel as City Manager and Approving Agreement for Employment of City Manager

RECOMMENDATION

Council by motion adopt resolution appointing John H. Kunkel as City Manager and approving employment agreement.

EXECUTIVE SUMMARY

The City has engaged in a competitive process for selection of a City Manager and the City Council has selected John H. Kunkel as the new City Manager for the City of Kerman.

OUTSTANDING ISSUES

None.

DISCUSSION

Mr. Kunkel has over 10 years of experience as a City Administrator and City Manager with the cities of Exeter and Buellton. He possesses a strong background in municipal management including 19 years as Chief of Police for the City of Exeter. Mr. Kunkel has earned his Master's Degree in Public Administration from Fresno State University. He will work closely with the City Council and Department Heads in accordance with the powers, duties and responsibilities set forth in Chapter 2.12 of the Kerman Municipal Code.

Mr. Kunkel has served as the interim City Manager since July 20, 2015 and will easily transition into his new role as City Manager.

FISCAL IMPACT

Under the terms of the employment contract, Mr. Kunkel will serve a term of three (3) years commencing on December 1, 2015, and ending on November 30, 2018, with an annual salary of \$153,000.

Attachments:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 15-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPOINTING
JOHN H. KUNKEL AS CITY MANAGER AND APPROVING AGREEMENT FOR
EMPLOYMENT OF CITY MANAGER

WHEREAS, the City of Kerman has conducted a comprehensive recruitment for the position of City Manager;
and

WHEREAS, John H. Kunkel participated in that process and emerged as the City Council's preferred
candidate; and

WHEREAS, the Council has determined that the interests of the City of Kerman will be best served by the
appointment of John H. Kunkel as City Manager; and

WHEREAS, the City of Kerman and John H. Kunkel desire to execute an agreement for employment of City
Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Kerman as follows:

Section 1. The foregoing recitals are true and correct and are incorporated by reference.

Section 2. John H. Kunkel is hereby appointed as City Manager for the City of Kerman effective December 1,
2015, with an annual salary of \$153,000.

Section 3. The Mayor is authorized and directed to sign the Agreement for Employment attached as Exhibit 'A'
and the City Clerk is requested to administer the Oath of Office to Mr. John H. Kunkel.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 4th day
of November, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

CITY OF KERMAN
AGREEMENT FOR EMPLOYMENT OF CITY MANAGER

This Employment Agreement ("Agreement") is made and entered on December 1, 2015, by and between the City of Kerman ("CITY") and John H. Kunkel. ("EMPLOYEE").

RECITALS

- A. The CITY has engaged in a competitive process for selection of a City Manager.
- B. EMPLOYEE has served as a City Administrator and City Manager with other cities; and, therefore possesses the skills and knowledge necessary to perform the duties of City Manager.
- C. CITY desires to employ EMPLOYEE as City Manager for CITY, to provide certain benefits, and to establish certain terms and conditions of EMPLOYEE'S employment on an at-will basis as City Manager through this Agreement.
- D. CITY desires to employ EMPLOYEE as an at-will City Manager for the City of Kerman in accordance with applicable provisions of the Kerman Municipal Code and the terms of this Agreement;
- E. EMPLOYEE desires to be employed as an at-will City Manager for the CITY in accordance with applicable provisions of the Kerman Municipal Code and the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained which are made a part of this Agreement, the parties agree as follows:

AGREEMENT

1. Appointment of City Manager.

The CITY hereby appoints John H. Kunkel to the position of City Manager. EMPLOYEE hereby accepts such appointment under the terms and conditions of this Agreement.

2. Entire Agreement.

This Agreement contains the entire agreement by and between the CITY and EMPLOYEE and fully supersedes any and all resolutions and policies of the

a. CITY with respect to employer-employee matters and any prior agreements or understandings, written or oral, with respect to each matter addressed in this Agreement. No other agreements, oral or written, shall be deemed to exist or bind any of the parties hereto.

b. The provisions of the City Personnel Policies and Procedures adopted on November 17, 2010, shall be applicable to EMPLOYEE only where not in conflict with this Agreement; provided, however, CITY Personnel Policies and Procedures shall not be considered part of this Agreement, and the City Council reserves the right, in its sole discretion, to unilaterally change the applicability of the terms of the Personnel Rules and Regulations without notice to EMPLOYEE. Employee agrees that he shall not rely on the CITY Personnel Rules and Regulations as a term or condition of employment with the CITY.

c. An amendment or modification of this Agreement shall be effective only if in writing, approved as required by law, and signed by CITY and EMPLOYEE. An amendment or modification shall be designated as "Amendment No. ___ to Agreement for Employment of City Manager."

3. Term of Agreement.

a. This Agreement is for a term of three (3) years commencing on December 1, 2015, and ending on November 30, 2018. The term of this Agreement shall be at the will of either party.

b. The parties may mutually exercise an option to extend this Agreement for up to two additional years with such option to be exercised in one year increments. Such option shall be exercised pursuant to a written amendment as described in Section 2c of this Agreement. A written amendment to extend the Agreement for the first additional year shall be entered at least six (6) months before November 30, 2018. If such written amendment is not entered, this Agreement shall terminate and have no further force and effect. A second written amendment to extend the Agreement for a second additional year shall be entered at least six (6) months before November 30, 2019. If such written amendment is not entered, this Agreement shall terminate and have no further force and effect.

c. In the event this Agreement is extended under Section 3b above, all other terms and conditions of this Agreement shall remain the same and no further salary increases shall be provided.

4. At-Will Employment.

EMPLOYEE is an "at-will" employee who shall serve at the sole will, discretion and pleasure of the CITY. Accordingly, the CITY may terminate EMPLOYEE's employment under this Agreement at any time, with or without cause, for any reason, or for no reason at all. EMPLOYEE may also terminate this Agreement at any time.

5. Compensation.

EMPLOYEE shall be paid an annual base salary of one hundred fifty three thousand dollars (\$153,000.00) paid in accordance with the CITY'S payroll procedures.

6. Benefits.

a. Vacation. The purpose of vacation leave is to enable EMPLOYEE to return to work mentally and physically refreshed. Accrued vacation shall be credited to EMPLOYEE bi-weekly.

(i) Vacation will accrue as follows:

- Up to and including five years of service: twenty (20) working days per year.

(ii) EMPLOYEE may accrue no more than the maximum vacation hours shown below. When maximum vacation hours have been accrued, no additional vacation hours will be earned or accrued until the vacation hours have been reduced to the maximum allowed.

- One to fifteen years: one hundred fifty (150) hours

(iii) Notwithstanding the number of hours accrued, EMPLOYEE may only take ten (10) consecutive work days off as vacation at a time.

b. Sick Leave. EMPLOYEE shall accrue sick leave at a rate of ten (10) days per year. EMPLOYEE shall be allowed to use sick leave for a personal illness or the illness of an immediate family member or as may be required by state or federal law. Immediate family member under this section means the employee's spouse, domestic partner, children, mother, or father. Sick Leave will be credited to employee bi-weekly.

c. Retirement. The CITY contracts with CalPERS for retirement benefits of 2% at 60 for Miscellaneous Employees (three year average). Under the Public Employees Pension Reform Act (PEPRA), there is a mandatory benefits formula for new employees hired after January 1, 2013. As a new employee, the benefits formula for EMPLOYEE shall be 2% at 62. Under that plan, there is an employer contribution rate and an employee contribution rate. The CITY shall pay its required employer contribution and EMPLOYEE shall pay his required employee contribution.

d. Health Plans. EMPLOYEE shall be eligible to participate in the same medical, dental and vision plans that may be offered to employees. City shall pay premiums for Employee and Employee's spouse.

e. Life Insurance. CITY shall provide EMPLOYEE with Life Insurance Coverage in the amount of \$100,000.

f. Leave Required By Law. Notwithstanding any other provision in this Agreement, to the extent not already provided for under current leave policies and provisions, EMPLOYEE shall be entitled to take any leave as may be required by state or federal law including but not limited to Family Care Leave, FMLA, CFRA, Military Leave, Jury Duty, and School Related Leave for children in kindergarten or grades 1 through 12 and as may be set forth in CITY's Personnel Policies and Procedures.

g. Holiday Leave. EMPLOYEE shall be entitled to holiday leave for holidays observed by CITY.

h. Administrative Leave. EMPLOYEE shall be credited with 1.54 hours of Administrative Leave each biweekly pay period. EMPLOYEE may use Administrative Leave as time off or may cash out up to forty (40) hours of Administrative leave. Administrative Leave not taken or compensated during the calendar year in which it is credited shall not be added to any such leave granted in a following year, nor shall it be carried over.

i. Personal Leave. EMPLOYEE may designate up to two (2) days of personal leave each year which shall be charged against his sick leave and shall not be carried over from one year to the next.

j. Professional Dues. Subject to budget limitations, CITY shall pay professional dues for EMPLOYEE'S participation in the League of California Cities and ICMA as well as one community service organization in the City of Kerman that benefits the City of Kerman.

k. Automobile and Mileage Allowance. EMPLOYEE will use City car for City-related travel and for travel to and from City Hall and his residence. In the event that EMPLOYEE has to use his personal vehicle for authorized City business the rate of mileage reimbursement shall be the current rate established by the IRS.

l. Mobile Phone. CITY will provide a mobile phone to EMPLOYEE for City-related business.

7. Duties and Responsibilities

a. EMPLOYEE shall serve as the City Manager of the CITY in accordance with the powers, duties and responsibilities set forth in Chapter 2.12 of the Kerman Municipal Code, as may be amended, and applicable state laws. Chapter 2.12 of the Kerman Municipal Code is attached hereto as Exhibit A and expressly made a part of this Agreement. EMPLOYEE shall perform the functions and duties as established from time to time by the City Council.

b. EMPLOYEE agrees to devote his productive time, ability and attention to the CITY'S business. For the duration of this Agreement, EMPLOYEE shall not hold secondary employment, and shall be employed exclusively by the CITY, subject to any exceptions approved in writing by the City Council. As an exempt employee, EMPLOYEE shall not receive overtime or extra compensation for work performed outside normal business hours. EMPLOYEE understands that he may be required to work hours other than regular CITY business hours in order to accomplish the duties of City Manager.

c. EMPLOYEE shall be responsible to the CITY for the proper administration of all affairs of the CITY. EMPLOYEE shall administer and enforce policies established by the CITY and establish rules and regulations as necessary to implement CITY policies set by the City Council.

d. EMPLOYEE shall develop a Succession Plan for presentation to the City Council on or before July 1, 2016. The Succession Plan shall address all departments and the City Manager's position.

8. Performance Evaluations

a. The CITY will review EMPLOYEE's performance quarterly, annually, and at such time as CITY determines a performance evaluation is necessary.

b. At each annual evaluation and as otherwise deemed appropriate by the City Council, the City Council will define such goals and performance objectives which it determines necessary for proper operation of the CITY and for attainment of the City Council's policy objectives.

c. After each annual evaluation and upon City Council's determination of EMPLOYEE'S satisfactory performance, EMPLOYEE'S annual base salary shall be increased by 2.5%.

9. Termination of Employment

a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with the CITY. EMPLOYEE is requested but not required to give at least thirty days written notice to the CITY prior to the effective date of resignation.

b. Subject to the provisions of Section 10 of this Agreement, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY to terminate this Agreement and the services and employment of EMPLOYEE at any time, at the sole discretion of the CITY with or without cause, for any reason, or for no reason. EMPLOYEE acknowledges that he shall not have and any rights to a hearing or an appeal of any kind. Termination of EMPLOYEE by the CITY shall be effected only by a majority vote of three members of the City Council convened in a duly called regular meeting.

c. EMPLOYEE shall receive payment for all accrued unused vacation at the time of his separation from employment.

10. Severance Pay.

a. This severance pay provision in no way changes or modifies EMPLOYEE'S status as an at-will employee. In the event CITY terminates EMPLOYEE'S employment, EMPLOYEE will be entitled to severance pay in an amount equal to three (3) months base salary. The foregoing severance pay language shall not apply and CITY has no obligation under this Agreement to pay any severance pay in the event EMPLOYEE is terminated for misconduct in office as defined below. The foregoing severance pay language shall not apply and CITY has no obligation under this Agreement to pay any severance amount in the event EMPLOYEE resigns or terminates this Agreement.

b. The term "misconduct in office" as used in this Agreement shall mean:

(i) Intentional malfeasance or misfeasance or gross neglect of duty engaged in by EMPLOYEE while carrying out his duties set forth in Chapter 2.12 of the Kerman Municipal Code; or

(ii) EMPLOYEE'S impairment due to alcohol or other substance abuse which in the reasonable judgment of CITY affects or interferes with, or may interfere with, EMPLOYEE'S performance or capacity to properly discharge his duties; or

(iii) The commission by EMPLOYEE of a felony or a crime involving moral turpitude (whether or not prosecuted), the charge or indictment of EMPLOYEE by a governmental or prosecutorial authority of the same or the pleading by EMPLOYEE of no contest (or similar plea) to the same, whether or not committed in the course of his employment; or

(iv) EMPLOYEE'S committing of any act of dishonesty against CITY or using or appropriating for his personal use or benefit any funds or property of CITY, unless such appropriation was specifically authorized by the CITY.

11. Travel and Conferences

The CITY understands that it is to the benefit of the CITY and EMPLOYEE to represent CITY at various conferences of the League of California Cities or meetings of Federal, State Committees or commissions upon which he serves as a member, and for such other official meetings and/or travel as are necessary for EMPLOYEE to carry out his professional responsibilities. EMPLOYEE shall be reimbursed for actual and necessary expenses in accordance with applicable resolutions of the CITY. This provision shall be subject to unilateral change by the CITY pursuant to CITY budget requirements or needs.

12. Indemnification

The CITY shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Manager's duties in accordance with the provisions of California Government Code section 825. The CITY shall provide a defense in accordance with Government Code section 995. The CITY may decline to defend and/or indemnify EMPLOYEE only as permitted by the California Government Code. The CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom.

13. Notices

Notices pursuant to this Agreement shall be in writing and served by mailing via the United States Postal Service, first class postage prepaid, addressed as follows:

THE CITY

Mayor Stephen B. Hill
City of Kerman
850 S. Madera Ave.
Kerman, CA 93631

THE EMPLOYEE

John H. Kunkel
429 Carissa Court
Exeter, CA 93221

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

14. Employee's Independent Review

EMPLOYEE acknowledges that he has had the opportunity and has conducted an independent review of the financial, tax, and legal effects of this Agreement. EMPLOYEE has not relied upon any representation of CITY, its officers, agents, or employees other than those expressly set forth in this Agreement. EMPLOYEE also acknowledges that he has independently reviewed and made his own determination on his ability to return to work for a public agency after retirement from CalPERS.

15. Miscellaneous

a. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.

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

c. This Agreement shall be governed by the laws of the State of California and venue for any proceedings shall be in Fresno County.

d. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against or in favor of either party.

e. This Agreement may be executed in counterparts containing original signatures.

IN WITNESS WHEREOF, the City of Kerman has caused this Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and John H. Kunkel has signed and executed this Agreement on the day and year written below.

CITY OF KERMAN

CITY MANAGER

Stephen B. Hill, Mayor

John H. Kunkel

Date: _____

Date: _____

ATTEST:

Marci Reyes, City Clerk

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney

Exhibit 'A'

Chapter 2.12
CITY MANAGER

Sections:

- [2.12.010](#) Created.
- [2.12.020](#) Duties generally.
- [2.12.030](#) Duties as chief appointive administrative officer.
- [2.12.040](#) Scope of duties.
- [2.12.050](#) Relation to city council.

2.12.010 Created.

The proper administration of the city requires the creation of the office of city manager in order that the public business may be carried out in the most efficient, best coordinated, well planned and properly programmed manner with reference to both work performed and the expense incurred; by reason thereof, the position of city manager is created. (Ord. 87-08 51(part), 1988: prior code §2-901).

2.12.020 Duties generally.

The duties of the city manager shall be the following:

To act as the chief appointive administrative officer of the city under the direction and control of the city council charged with those administrative functions enumerated in this chapter and otherwise lawfully delegated to him by the city council; and in so acting to supervise and coordinate the actions and efforts of all departments of the city. (Ord. 87-08 §1(part), 1988: prior code §2-902).

2.12.030 Duties as chief appointive administrative officer.

Among the administrative duties and powers of the city manager as the chief appointive administrative officer of the city shall be the following:

- A. To see that the law and policies of the city are properly executed and carried out;
- B. To attend all meetings of the city council and planning commission unless otherwise directed or excused by the city council;
- C. To exercise supervision and control over all departments and divisions of the city government, save for the city attorney who is excused by law from such control, and to coordinate the efforts and activities of the same;

D. To keep the city council advised of all matters respecting the conduct of the public business and to make recommendations with reference thereto; but the officer shall have no authority to make policy, only to execute the same after adoption by the city council;

E. Prepare and recommend to the city council personnel rules and revisions and amendments to such rules. Said rules will be reviewed by the city council and when voted upon and passed by resolution will create the personnel system for the city;

F. To administer the city personnel system, and to comply with applicable laws relating to the administration of the personnel system concerning the hiring, disciplining and/or discharging of city employees. Said power may be delegated by the city manager to any other officer or employee of the city. The city manager may also recommend to the city council that such powers and duties be performed under a technical services contract which may be entered into upon a vote by the city council. The power delegated to the city manager regarding the hiring, disciplining and/or discharging of city employees shall not apply to the following positions which shall remain under the control and supervision of the city council:

1. Any elective officer,
2. The city attorney and any assistants or deputy city attorneys,
3. Members of appointive boards, commissions, and committees,
4. City clerk,
5. City treasurer,
6. Finance director,
7. Chief of police,
8. City engineer,
9. Persons engaged under contract with the city to supply expert, professional, technical or any other service,
10. Emergency employees who are hired to meet the immediate requirements of an emergency condition such as extraordinary fire, flood or earthquake which threatens life or property;

G. To investigate all complaints received by the city relating to the operation of the various city departments and services, and to remedy the same in appropriate cases or otherwise report to the city council with reference thereto;

H. To generally supervise the care and use of the real and personal property owned or operated by the city;

I. To prepare an annual budget, submit the same to the city council for its review, revision and final approval, and thereafter administer the operation of said budget. (Ord. 87-08 §1(part), 1988; Ord. 86-02, 1986; Ord. 213, 1973: prior code §2-1103).

2.12.040 Scope of duties.

The city manager shall devote his entire employable time to his duties and the interests of the city. (Ord. 87-08 §1(part), 1988: prior code §2-905).

2.12.050 Relation to city council.

Except for matters of inquiry, the city council shall deal with the administrative services and personnel of the city through the city manager. This system effectively allows the city council to voice their policies and instructions through the officer. (Ord. 87-08 §1(part), 1988: prior code §2-904).



MAYOR
Stephen B. Hill
COUNCIL MEMBER
Rhonda Armstrong
MAYOR PRO-TEM
Gary Yep
COUNCIL MEMBER
Nathan Fox
COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: PLANNING & DEVELOPMENT
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: NOVEMBER 4, 2015

To: Mayor and Council Members
From: Olivia Pimentel, Planning Technician
Subject: Introduction and First Reading of Ordinance Adding Chapter 9.27 to the Kerman Municipal Code Relating to Massage Establishments and Therapists

RECOMMENDATION

Council by motion waive full reading and introduce Ordinance Adding Chapter 9.27 to the Kerman Municipal Code Relating to Massage Establishments and Therapists.

EXECUTIVE SUMMARY

The City recognizes most Massage Parlor Establishments provide a valid professional field offering public health and therapeutic services. It is the purpose and intent of this proposed ordinance to provide for the orderly regulation of massage therapists and massage establishments, in the best interest of the public health, safety, and welfare of the citizens of Kerman to the extent now allowable under state law. The detailed background concerning the need to regulate massage establishments is set forth in the report to Council concerning an ordinance to require a Conditional Use Permit (CUP) for Massage Establishments considered earlier on this agenda. That background is incorporated by reference.

Currently, there is nothing in the Kerman Municipal Code to address businesses offering massage services. City staff and the Police Chief are concerned that under the current Municipal Code, the City would be unable to prevent a proliferation of massage establishments and the secondary effects in crime in the City similar to what many California cities have been experiencing. In order to ensure the protection of the public health, safety, and welfare, City staff were given some time to study the effects of the massage businesses on the City and to determine what regulations might best serve the interests of the City.

The proposed Ordinance specifically addresses these types of businesses in terms of requiring registration and permit process administered through the Police Department. A copy of the Massage Establishment Ordinance is attached for your convenience as Attachment 'A'. Unlike the companion CUP ordinance, the ordinance does not require processing through the Planning Commission. The Building & Planning Department and the Police Department will work cooperatively in the administration of the two ordinances.

FISCAL IMPACTS

There is no anticipated fiscal impact; costs would be recovered through existing planning entitlement fees.

Attachments:

A. Ordinance

Attachment 'A'

ORDINANCE NO. 15-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN ADDING CHAPTER 9.27
TO TITLE 9 OF THE KERMAN MUNICIPAL CODE RELATING TO MASSAGE
ESTABLISHMENTS AND THERAPISTS.

THE CITY COUNCIL OF THE CITY OF KERMAN DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 9.27 is added to Title 9 of the Kerman Municipal Code to read as follows:

MASSAGE ESTABLISHMENTS AND THERAPISTS

Sections:

- 9.27.010 Purpose and Intent.
- 9.27.020 Findings.
- 9.27.030 Definitions.
- 9.27.040 Massage Therapist and Massage Practitioner Registration.
- 9.27.050 Massage establishment permits.
- 9.27.060 Record Keeping.
- 9.27.070 Health and safety requirements.
- 9.27.080 Inspections.
- 9.27.090 Hours of operation.
- 9.27.100 Department Coordination with CAMTC.
- 9.27.110 Property Owner Responsibility.
- 9.27.120 Applicability of Regulations to Existing Massage Establishments, Therapists and Practitioners.
- 9.27.130 Report to City Council.
- 9.27.140 Penalties for Violation.
- 9.27.150 Public Nuisance.

9.27.010 Purpose – Intent.

The City recognizes that massage is a valid professional field offering the public health and therapeutic services. It is the purpose and intent of this chapter to provide for the orderly regulation of massage therapists and massage establishments, in the interest of the public health, safety, and welfare. The City wishes both to recognize the practice of massage as a valid professional field and to discourage prostitution and other unlawful activity which otherwise may become associated with some massage establishments. It is not the intent of this chapter to punish legitimate massage therapists, massage practitioners and establishments.

This chapter relies upon the state certification process of the California Massage Therapy Council under California Business and Professions Code Sections 4600 *et seq.* In addition, this chapter provides certain minimum standards for the operation of massage establishments, their managing employees, and massage therapists and practitioners.

This chapter is adopted under the authority of Government Code Sections 51030 through 51034, Government Code Section 37101, Business and Professions Code Section 16000, and California Constitution Article XI, Section 7.

9.27.020 Findings.

The City Council finds and declares as follows:

- A. The permit requirements and restrictions imposed by this chapter are reasonably necessary to protect the health, safety and welfare of the citizens of the City.
- B. Massage establishments have been found to present opportunities for acts of prostitution and other unlawful activity, and in fact the department of public safety has made several arrests leading to convictions for prostitution in massage establishments located within the City.
- C. The California legislature and the courts have long recognized the necessity of imposing reasonable regulations and standards for the operation of massage establishments, including but not limited to minimum educational and experience requirements, passage of a practical examination of competence, sanitary conditions, hours of operation, and other operational regulations designed to minimize opportunities for illegal activities and to ensure the protection of the health, safety and welfare of citizens.
- D. Some establishments, seeking to avoid regulations applicable to massage establishments, attempt to characterize or advertise themselves as “relaxation” or feature other services, including, but not limited to, tanning, hot towel wraps, steam baths, or saunas. Such establishments are considered to be similarly susceptible to opportunities for prostitution and other illegal activities, and are therefore regulated pursuant to this chapter.
- E. There is a significant risk of injury to clients of massage establishments by improperly trained and/or educated massage therapists.
- F. The presence of establishments known or reputed to be places of prostitution or other illegal activity can have an adverse impact on surrounding properties and result in blight, foster further illegal activities, and generally become a public nuisance.
- G. The costs of investigation, surveillance and prosecution of criminal activities in or at massage establishments, both in terms of requirements for specialized training and operations, are extraordinary.
- H. Effective investigation, enforcement and prosecution of prostitution and other illegal activities in or at massage establishments often require a disproportionate diversion of public safety and law enforcement resources not only from within the city, but also from other jurisdictions.
- I. Minimum hours of training and experience, restrictions on advertising, and standards for professional conduct contained in this chapter are consistent with recommended standards promulgated by nationally recognized trade organizations for massage therapists.

9.27.030 Definitions.

- A. *California Massage Therapy Council* or *CAMTC* means the California Massage Therapy Council created under Business and Professions Code Section 4602.
- B. *Certified Massage Practitioner* or *Practitioner* means a person who is currently certified as a massage practitioner by the CAMTC pursuant to Business and Professions Code Section 4604.2. A certified massage practitioner who is an independent contractor is one who works at a massage establishment (or has an outcall massage service), but is not a salaried employee and does not share a percentage of massage proceeds with a massage establishment.

- C. *Certified Massage Therapist or Therapist* means a person who is currently certified as a massage therapist by the CAMTC pursuant to Business and Professions Code Section 4604. A Certified Massage Therapist who is an independent contractor is one who works at a massage establishment (or has an Outcall Massage Service), but is not a salaried employee and does not share a percentage of massage therapy proceeds with a Massage Establishment.
- D. *Chief or Chief of Police* means the Chief of Police of the City of Kerman or his/her designee.
- E. *Department* means the Police Department of the City of Kerman.
- F. *Massage or bodywork* means the application of various techniques to the muscular structure and soft tissues of the human body as defined in Business and Professions Code Section 4601(e). Application of massage and bodywork techniques may include, but is not limited to, stroking, kneading, tapping, compression, vibration, rocking, friction, pressure, and similar techniques. Examples of massage include Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, hellerwork and reflexology. *Massage* and *bodywork* have the same meaning.
- G. *Massage Establishment* means a studio or place where Certified Massage Therapists, or Certified Massage Practitioners practice massage as provided in Business and Professions Code Section 4601(f). The following are not considered Massage Establishments under this chapter: a hospital, nursing home, sanitarium, physiotherapy establishment, office of a licensed medical professional, or other state-licensed physical or mental health professional or facility; nor a personal fitness training center, gymnasium, athletic facility, health club, beauty shop, or day spa and salon when the giving of massage is an incidental function of the business, constituting 10% or less of the business. *Outcall Massage Service* means a business which provides massage at a location designated by the client or massage practitioner or therapist, other than at a massage establishment.
- H. *Owner* means an individual natural person, firm, corporation, association, organization, partnership, limited liability company, business trust, corporation or company that owns, has an equity interest in, or shares a percentage of massage therapy proceeds with, a massage establishment.

9.27.040 Massage Therapist and Massage Practitioner registration.

- A. Massage Therapist or Massage Practitioner. No person may practice massage in the City who is not a Certified Massage Therapist or Certified Massage Practitioner as defined in the definitions above.
- B. All Therapists and Practitioners. A Certified Massage Therapist or, Certified Massage Practitioner providing or offering massage in the City must:
 - 1. Work at a City-permitted Massage Establishment as an employee or independent contractor; or
 - 2. Obtain a Massage Therapist or Massage Practitioner registration if providing massage for compensation in the therapist's or practitioner's own home, or providing outcall massage services.
- C. Other City permits. Registrants are advised that they must also obtain (i) a City business license, and (ii) a home occupation permit if massage is practiced at the therapist's or practitioner's home. If a Massage Therapist or Practitioner is an independent contractor of a massage establishment, he or she must obtain a City business license.

- D. **Massage Therapist/Practitioner Registration.** A Massage Therapist or Massage Practitioner that is required to register under subsection B above, must register with the City Police Department annually, and shall post evidence of City registration whenever massage is practiced. The registration application shall include: name, address and telephone of the massage therapist or massage practitioner; and proof of CAMTC certification or exemption pursuant to subsection B above. The registrant shall also indicate on the registration form whether he or she will be providing massage at the registrant's home and whether he or she will perform outcall massage services. There is no charge for the registration. The Massage Therapist or Massage Practitioner shall notify the Police Department in writing within ten (10) days of any change in the information provided shall immediately notify the Police Department in writing if CAMTC suspends or revokes the registrant's certification or takes other disciplinary action against the Massage Therapist or Massage Practitioner, and shall include a copy of any notice or order.

9.27.050 **Massage Establishment Permits.**

- A. **Massage Establishment.** No person may own or operate a Massage Establishment in the City unless:
1. Each person administering massage for compensation (whether as an employee or an independent contractor) is either a Certified Massage Therapist or a Certified Massage Practitioner under this chapter; and
 2. The owner obtains, and continues to maintain, a current Massage Establishment Permit pursuant to this chapter.
- B. **Land Use and Zoning Requirements.** The premises and property on which the premises occupied by a Massage Establishment are located must conform to all applicable land use and zoning requirements.
- C. **Massage establishment permit application procedure.**
1. The owner of a proposed massage establishment shall be the only person eligible to obtain a massage establishment permit for such business. The owner shall not be eligible to obtain a massage establishment permit unless the owner is at least eighteen (18) years of age.
 2. A separate permit is required for each Massage Establishment location.
 3. The following shall be submitted to the Chief at the time of application for a massage establishment permit:
 - a. A completed application form signed by: (i) the applicant; and (ii) either the record owner of the property or the lessor of the premises (if the business premises are leased to the applicant business) where the massage establishment is to be conducted. The application shall include the applicant's full legal name and contact information, the address where the applicant desires to do business, and such other information as the Police Department may reasonably require.
 - b. **Background check.** Each applicant shall submit the following:
 - i. Information related to the applicant's business, occupation and employment history for the 10 years preceding the date of application, and the inclusive dates of same.
 - ii. The name and address of any massage business or other like establishment owned

-
- or operated by the applicant, the name of all partners and co-owners in each business, and any discipline, suspension, or revocation for each business.
- iii. A description of any other business located in the City of Kerman, even if not massage-related, that is owned or operated by the applicant.
 - iv. Information regarding any felony or misdemeanor convictions within the last five years, any outstanding warrants for arrest and any pending criminal case.
 - v. The applicant's fingerprints on a form provided by the Police Department. Any fees for the fingerprints shall be paid by the applicant.
- c. Two (2) color photographs, taken within six (6) months prior to the date of the application, that clearly show the applicant's face. Any fees for the photographs shall be paid by the applicant.
 - d. A written description of the proposed massage establishment and how it will satisfy the requirements of this chapter.
 - e. A detailed floor plan in feet and inches drawn to scale showing: entrances, exits, windows, interior doors, restrooms, all other separately enclosed rooms with dimensions, including but not limited to closets, storerooms, break rooms, and changing rooms, and location of massage tables and chairs.
 - f. The register of massage therapist and practitioners required by this chapter.
 - g. A statement signed by the applicant certifying under penalty of perjury that all of the information submitted in connection with the application is true and correct.
 - h. A nonrefundable application fee in an amount set by resolution of the City Council.
4. The Chief shall, within sixty (60) calendar days of the filing of a complete application, approve and issue the Massage Establishment permit if the requirements of this chapter have been met. The Chief may deny a permit if any one of grounds for denial as set forth below is found to be true. Notice of the approval or denial of the permit shall be given to the applicant in writing by first class mail, postage prepaid. If the application is denied, the Chief shall attach to the notice a statement of the reasons behind the denial. The time period set forth in this paragraph for the Chief to render a decision on the permit shall not be extended except upon the written consent of the applicant. Within fifteen (15) days of mailing of the notice, the applicant may request a reconsideration hearing. A request for reconsideration shall be submitted to the Chief in writing on a form provided by the Police Department, and shall specifically state the pertinent facts of the case and the reasons for the request for reconsideration. The reconsideration hearing shall be held within thirty (30) days of the applicant's request. The applicant may present any evidence to refute the Chief's original decision. The Chief shall render a decision on the matter with ten (10) days of the reconsideration hearing and shall notify the applicant in the same manner as the original decision. The decision of the Chief is final.
5. Grounds for denial. The Chief may deny a Massage Establishment Permit application if any of the following is true:
- a. If the applicant has been convicted within the last five years of any felony or misdemeanor, or has an outstanding warrant for his or her arrest or a pending criminal case regarding an offense having reasonable relationship to the functions of a permittee.

- b. The application was falsified in any material respect.
- c. The applicant is required to register as a sex offender in any state.
- d. If there has been a criminal investigation resulting in arrest related to the operation of the Massage Establishment within the last five (5) years.

D. Permits nontransferable.

1. No person shall operate a Massage Establishment under the authority of a massage permit at any place other than the address of the Massage Establishment stated in the application for the permit. The Chief may approve a change of location, provided the Massage Establishment complies with all ordinances and regulations of the City and requirements of this chapter.
2. No massage establishment permit issued pursuant to this chapter shall be transferable to another person or entity.
3. Any attempt to transfer a Massage Establishment is hereby declared invalid and the permit shall automatically become void effective the date of such attempted transfer.
4. Nothing in this section shall prevent the Chief from approving a second Massage Establishment permit for a single location provided that the holder of the Massage Establishment Permit previously approved for such location consents in writing to the automatic expiration of such previously approved permit upon the effective date of such second permit.

E. Conditions of Massage Establishment Permit.

1. Every Massage Establishment shall display at all times during hours the permit issued pursuant to the provisions of this chapter for such business. The permit shall be displayed in a conspicuous place so that it may be readily seen by all persons entering the Massage Establishment.
2. If an individual's CAMTC certification is suspended or revoked or if the individual is not CAMTC certified, the Massage Establishment may not allow that person to provide massage services, including Outcall Massage Services, at or through the Massage Establishment.
3. The Massage Establishment must notify the City immediately upon the notice of any disciplinary action taken by the CAMTC regarding one of the establishment's Massage Therapists or Massage Practitioners and submit a copy of any notice or order.
4. Any act or omission of anyone providing massage at the establishment's location, whether as an employee or an independent contractor, which constitutes a violation of this chapter shall also be deemed to be an act or omission of the Massage Establishment.
5. Compliance with all federal, state, and local laws, and the requirements of this chapter.

F. Content of permit. The permit shall specify the legal name of permittee. An establishment permit shall specify the name and address of the business location. A Massage Establishment Permit authorizes massage services only at the location specified in the permit.

G. Term of permit. A Massage Establishment Permit issued under this chapter shall be valid for twenty-four (24)

months from the date of issuance unless suspended or revoked. However, it shall expire immediately upon the revocation or expiration of the related Conditional Use Permit.

- H. **Renewal.** A holder of a Massage Establishment Permit issued under this chapter shall submit an application for renewal no later than sixty (60) calendar days prior to the expiration of the permit issued for such establishment. The renewal application shall be submitted together with a nonrefundable fee in an amount established by resolution of the City Council. Applications for renewal of massage establishment permit shall be processed in accordance with the procedures governing initial applications.
- I. **Grounds for suspension or revocation.** The Chief may suspend or revoke a massage establishment permit for the following causes:
1. The permittee has made any false, misleading, or fraudulent statement of material fact in any application, report, or record required to be filed with the City.
 2. The permittee, or any employee, independent contractor, owner, agent, partner, director, stockholder, or manager of the massage establishment business has failed to comply with any of the requirements or conditions of this chapter.
 3. An individual who is not a certified massage therapist, a certified massage practitioner or whose CAMTC certification is suspended or revoked, has provided massage at the massage establishment.
 4. The permittee, or an employee, independent contractor, owner, agent, partner, director, stockholder, or manager of the massage establishment business has allowed or permitted, with or without knowledge, the occurrence of criminal activity on the premises of the massage establishment business.
 5. There have been one or more acts prohibited under California Penal Code sections 246, 266a, 266e, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 taking place on the premises of the massage establishment, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee.
 6. The permittee, or an employee, independent contractor, owner, agent, partner, director, stockholder, or manager of the massage establishment business has committed a misdemeanor, felony, or violation of this chapter in the conduct of the business.
 7. The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or section 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the state of California.
 8. The permittee, or an employee, independent contractor, owner, agent, partner, director, stockholder, or manager of the massage establishment has failed to abide by any disciplinary action previously imposed by an authorized City official.
- J. **Procedure for suspension or revocation.**
1. On determining that grounds for permit suspension or revocation exist, the Chief shall furnish written notice of the proposed suspension or revocation to the permittee. Such notice shall set forth the time and place of a hearing, and the ground(s) upon which the proposed suspension or revocation is based. The notice shall be mailed, postage prepaid, addressed to the last known address of the permittee, or

shall be personally delivered to the permittee, at least ten (10) days prior to the hearing date.

2. Hearings shall be conducted in accordance with procedures established by the Chief which may include retention of an independent hearing officer. All parties involved shall have a right to: (i) offer testimonial, documentary, and tangible evidence bearing on the issues; (ii) be represented by counsel; and (iii) confront and cross-examine witnesses. Any relevant evidence may be admitted that is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. Any hearing under this section may be continued for a reasonable time for the convenience of a party or witness.
3. After holding the hearing in accordance with this section or upon receipt of the decision of an independent hearing officer and upon determining that there are sufficient grounds for disciplinary action, the Chief shall impose one of the following penalties:
 - a. A warning;
 - b. Suspension of the permit for a specified period not to exceed six (6) months; or
 - c. Revocation of the permit.
 - d. The Chief may, in conjunction with the issuance of a warning or the suspension of a permit, order the permittee to take appropriate corrective action.

9.27.060 Record Keeping.

A. The holder of a Massage Establishment Permit shall maintain:

1. A register of all Certified Massage Therapists and Certified Massage Practitioners, providing massage at the establishment, including independent contractors, and each such person's state certificate number, home address, date of hiring, and whether the Massage Therapist or Massage Practitioner will be performing outcall massages. An amended copy of the register shall be provided to the Chief within five (5) days of the date of hiring, commencement of services, or termination of services by each Massage Therapist or Massage Practitioner at the establishment. Such filings shall be accompanied by a statement, signed by the owner, that all of the information in the register is true and correct.
2. A daily register, approved in form by the Chief, of each client, the assigned room (or location of outcall massage service), the massage therapist or practitioner who treated the client, a description of service(s) performed, the price of the services, including any gratuity or tip, and the time of the appointment. The daily register shall be completed by the close of business every day, and shall be available for inspection by the City at all times during regular business hours. The register shall be considered confidential, not for public review, and may be inspected by the City only as part of a criminal investigation or during proceedings to investigate compliance with this chapter. These records shall be retained for at least one year.

B. A Massage Therapist or Practitioner registered under this chapter is responsible for compliance with subsection A.2 of this section.

9.27.070 Health and Safety Requirements.

The operator of a Massage Establishment and a registered Massage Therapist or Practitioner shall conduct the Massage Establishment business in a safe and sanitary manner, and shall:

- A. Comply with all applicable building, fire, safety, health, electrical, plumbing, mechanical, heating and ventilating, sanitation, and other laws applicable to the premises;
- B. Provide for the regular removal of garbage and refuse, and the safe storage or removal of flammable materials;
- C. Maintain all equipment used to perform massage services in a safe and sanitary condition, including the regular application of cleansers and bacterial cleaning agents;
- D. Launder all materials furnished for the personal use of the client, such as towels and linens, before each use;
- E. Maintain all bathroom and plumbing fixtures in a sanitary condition, provide hot and cold running water, and comply with sanitation requirements of the county health department;
- F. Provide a wash basin for therapists and employees, located within or as close as practicable to the area devoted to the massage therapy services. Each wash basin shall be equipped with hot and cold running water, soap in a dispenser and sanitary towels. In the case of a massage establishment located in a home, existence of a bathroom meeting this requirement is sufficient;
- G. Provide either a separate room or dressing and locker facilities for each client. However, dressing and undressing may occur in the same room as massage therapy if the client is alone in the room with the door(s) closed and opaque coverings are present on any windows while undressing or dressing. The massage therapist or other clients may not be present in the same room when the client is undressing;
- H. In each room or cubicle where massage is administered, have lighting whenever the area is occupied equivalent to a minimum of an incandescent 25-watt clear-glass light bulb;
- I. For a massage establishment in which the therapist or practitioner is an employee, all massage services shall be paid for in the reception area, and all tips, if any, shall be paid in the reception area. For a massage establishment at which a therapist or practitioner is an independent contractor, all massage services and all tips, if any, may be paid in the same room where the massage occurred, provided the door to the room is fully open. A massage establishment which is located in a home is exempt from this subsection because by the nature of the site it does not include a reception area;
- J. Comply with the portions of the Massage Therapy Act (B&P Code §4608) relating to the requirements that a certificate holder display his or her original certificate wherever he or she provides massage for compensation; and to have his or her identification card in his or her possession while providing massage services for compensation;
- K. Comply with the portions of the Massage Therapy Act (B&P Code §4609(a)) relating to sexual acts, including not allowing certificate holders: to engage in any form of sexual activity on the premises of a massage establishment where massage is provided for compensation, excluding a residence; to engage in sexual activity while providing massage services for compensation; to provide massage of the genitals or anal region; or to provide massage of female breasts without the written consent of the person receiving the massage and a referral form from a licensed California health care provider;

- L. Comply with portions of the Massage Therapy Act (B&P Code §§ 4608, 4609, 4611) relating to advertising, including requiring certificate holders: to include the name under which he or she is certified and his or her certificate number in any and all advertising of massage services; to not hold him- or herself out as a certified massage therapist or practitioner, or use terms such as “licensed” or “certified,” that implies that an uncertified person is certified as a massage therapist or practitioner; to not falsely state or advertise or put out any sign or card, or to falsely represent to the public, that any individual is licensed, certified, or registered as a massage therapist or practitioner if that individual is not so certified;
- M. Comply with the portions of the Massage Therapy Act (B&P Code §4609) related to dressing requirements, including dressing while engage in the practice of massage for compensation, or while visible to clients in a massage establishment, in attire that is not: transparent, see-through, or substantially exposes the certificate holder’s undergarments; swim attire, if not providing a water-based massage modality approved by CAMTC; a manner that exposes the certificate holder’s breasts, buttocks, or genitals; a manner that constitutes a violation of section 314 of the Penal Code; or a manner that has been deemed by CAMTC to constitute unprofessional attire; and
- N. Not serve or permit the consumption of alcoholic beverages unless the massage establishment has a current and valid (California Department of Alcoholic Beverage Control) ABC license and all required City approvals, nor permit the consumption of any drugs, except pursuant to a valid prescription.

9.27.080 Inspections

The Chief may inspect the premises at the time of permitting a massage establishment, and may make periodic, reasonable inspections of the establishment during business hours to assure compliance with the CAMTC requirement, this chapter and applicable fire, health and safety requirements. If any violations are found, the Chief shall notify the holder of the massage establishment permit in writing. The Chief may give the establishment ten (10) days to correct the violation(s), or, if the violation(s) present a danger to public health or safety, close the establishment until the violation(s) is corrected.

9.27.090 Hours of Operation.

No massage establishment and no registered massage therapist or practitioner may provide massage service between the hours of 10:00 p.m. and 7:00 a.m. Clients and visitors shall be excluded from a massage during those hours.

9.27.100 Department Coordination with CAMTC.

The Chief of Police shall designate a person in the Police Department to coordinate with CAMTC, including maintaining a list of certified therapists and practitioners practicing in the City, maintaining a list of massage establishments operating in the City, receiving notices and information from the CAMTC, and notify CAMTC of any arrest or conviction of Penal Code section 647 or other act punishable as a sexually related crime. (Business and Professions Code §4614.)

9.27.110 Property Owner Responsibility.

Any place where lewdness, assignation or prostitution occurs is a public nuisance which may be abated and permanently enjoined, and for which the City may recover damages from the property owner, as well as from the person conducting or maintaining the nuisance. (Penal Code §§ 11225 and 11226.)

9.27.120 Applicability of Regulations to Existing Massage Establishments, Therapists and Practitioners.

- A. Any massage establishment that was validly registered as of the date of this ordinance to operate a massage establishment must apply for a massage establishment permit within forty-five (45) days of the effective date of this Chapter. Any registration issued hereunder prior to the effective date of this Ordinance shall be null and void upon the passage of forty-five (45) days from the effective date hereof. Notwithstanding the prior sentence, if an application for a massage establishment is submitted prior to the expiration of the massage establishment registration, the prior registration shall continue in effect until such time as a determination is made by the City on the massage establishment permit application.
- B. Registrations for massage therapists and massage practitioners shall continue in effect until their normal expiration.

9.27.130 Report to City Council.

Annually, the Police Department shall report to the City Council on permits issued, denied, suspended, or revoked and any enforcement activity related to massage establishments.

9.27.140 Penalties for Violation.

- A. Criminal proceedings. Any person who violates a provision of this chapter shall be guilty of a misdemeanor unless the City Attorney elects to prosecute the violation as an infraction.
- B. Injunction and abatement. Nothing in this chapter shall be deemed to prevent the City of Kerman from commencing a civil action to enjoin the continued violation of any provision of this chapter or to abate a nuisance, as an alternative, or in conjunction with any other civil or criminal proceeding.

9.27.150 Public Nuisance.

Any violation of this chapter shall be considered a public nuisance pursuant to Title 17 of the Kerman Municipal Code.

SECTION 2. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. CEQA. This ordinance is exempt from CEQA pursuant to Title 14, California Code of Regulations Section 15061(b)(3) under the general rule that CEQA does not apply to activities which can be seen with certainty to have no effect on the environment. Adopting regulations relating to massage establishments will not create any environmental impacts.

SECTION 4. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 4. Effective Date. This ordinance shall become effective thirty days after its adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman held on 4th day of November 2015, and was passed and adopted at a regular meeting of the City Council held on _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance is hereby approved.

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk



City of Kerman

"Where Community Comes First"

MAYOR
Stephen B. Hill

MAYOR PRO-TEM
Gary Yep

COUNCIL MEMBER
Rhonda Armstrong

COUNCIL MEMBER
Nathan Fox

COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: PLANNING AND DEVELOPMENT
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: NOVEMBER 4, 2015

To: Mayor and City Council
From: Jerry Jones, City Engineer
Subject: Adoption of Labor Compliance Program for Public Works Projects Funded with Proposition 84 Funds

RECOMMENDATION

Council by motion approve the resolution adopting a Labor Compliance Program for public works projects funded with Proposition 84 funds and authorizing its submittal to the Department of Industrial Relations.

EXECUTIVE SUMMARY

In a continued effort to install water meters on all services throughout the City, Staff applied for and the City was awarded Proposition 84 Grant funding in the amount of \$724,934 for installation of approximately 665 water meters. As a requirement of Proposition 84 funding, the City must have a Labor Compliance Program (LCP) that has been approved by the Department of Industrial Relations (DIR). The LCP outlines the required procedures for monitoring and enforcing prevailing wage requirements and other labor compliance requirements. Council has previously approved the LCP, but after review by the Department of Industrial Relations the LCP required revision, as well as the method in which it will be implemented. The necessary revisions have been made to the LCP and it is ready for re-submittal to DIR.

OUTSTANDING ISSUES

None.

DISCUSSION

The City has received Proposition 84 Grant funding from the Department of Water Resources (DWR) for the installation of water meters in the older, central portion of the City. The total estimated project cost for the grant-funded portion of the project is \$966,579. The City is required to provide a 25% match in the amount of \$241,645 to be paid with City Water funds. The remaining \$724,934 will be paid for by the Proposition 84 Grant. The installation of water meters is planned to begin in spring 2016.

In order to receive Proposition 84 funding, the City is required to have an approved LCP. An LCP is required, among other things, to inform contractors about their prevailing wage obligations, monitor compliance by obtaining and reviewing certified payroll reports, investigate complaints and other suspected violations, and take appropriate enforcement action when violations are found. The LCP must be submitted to the Department of Industrial Relations (DIR) for review and approval. The City already enforces prevailing wage requirements on all public works projects; the utilization of an LCP is an additional requirement triggered by the use of Proposition 84 funds.

The original LCP was adopted by Council on February 4, 2015 and submitted to DIR for review and approval on February 19, 2015. In July 2015, City Staff were verbally notified by DIR that the LCP had been rejected, with no written explanation of the reasons for rejection. The City received a written rejection letter in late September 2015. The rejection letter listed issues with the LCP manual and LCP consultant contracting method as reasoning for rejection.

Originally, the City Engineer enlisted the services of a consultant experienced in the development of Labor Compliance Programs, Labor Consultants of California, with the intent that the Consultant would develop the LCP and implementation of the program during construction would be performed by Staff. However, DIR has stated that they prefer the LCP be implemented by the Consultant who developed it, primarily due to the high level of experience the Consultant has with LCP development and implementation. In addition, they want the Consultant to be contracted directly with the City, not with the Contract City Engineer. Typically, the City Engineer monitors and enforces labor compliance, primarily prevailing wage requirements, on public works projects. The LCP and Consultant will only be utilized for the Residential Water Meter Project and any future projects funded by Proposition 84. The City has only received one Proposition 84 Grant to date. To address this request by DIR, Council awarded a consultant contract for development and implementation of the LCP to Labor Consultants of California on September 2, 2015.

The City's LCP consultant has prepared a revised LCP in accordance with California Labor Code Section 1771.5 and comments by DIR. The LCP must be adopted by City Council prior to being re-submitted, along with an application for approval, to DIR for review and approval. The revised LCP manual is included as an Exhibit 'A' to the resolution. Once approved, the LCP may also be used for any future Proposition 84 funded projects.

FISCAL IMPACT

The cost of preparation and enforcement of the LCP is included in the budget for the Residential Water Meter Project.

PUBLIC HEARING

Not required.

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 15-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ADOPTING A LABOR COMPLIANCE PROGRAM AS REQUIRED FOR PUBLIC WORKS CONTRACTS
FUNDED THROUGH PROPOSITION 84 AND AUTHORIZING ITS SUBMITTAL TO THE DEPARTMENT OF
INDUSTRIAL RELATIONS

WHEREAS, there are important and substantial State of California labor compliance and monitoring requirements applicable to public works projects funded by Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006); and

WHEREAS, the State of California requires that an awarding body that elects to use Proposition 84 funds for public works projects shall initiate and enforce, or contract with a third party to initiate and enforce, a Labor Compliance Program; and

WHEREAS; the City of Kerman has been awarded, and intends to utilize, Proposition 84 funds for public works projects; and

WHEREAS, the State of California requires that Labor Compliance Programs must receive approval from the Department of Industrial Relations prior to the commencement of construction on public works projects funded with Proposition 84 funds; and

WHEREAS; the City Council of the City of Kerman adopted a Labor Compliance Program pursuant to California Labor Code Section 1771.5 on February 4, 2015 and the Labor Compliance Program was submitted to the Department of Industrial Relations for review on February 19, 2015; and

WHEREAS, the Department of Industrial Relations has rejected the City of Kerman's Labor Compliance Program based on the reasons stated in the Rejection Letter dated September 28, 2015; and

WHEREAS; the City of Kerman has prepared a revised Labor Compliance Program pursuant to California Labor Code Section 1771.5.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY resolves as follows:

- Section 1. The foregoing recitals are incorporated by reference.
- Section 2. The City Council adopts the City of Kerman Labor Compliance Program, attached as Exhibit 'A', for submittal to the Department of Industrial Relations and authorizes implementation of the Labor Compliance Program on projects funded by Proposition 84, after approval by the Department of Industrial Relations.
- Section 3. The Labor Compliance Program adopted on February 4, 2015, is hereby rescinded.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 4th day of November, 2015, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

CITY OF KERMAN

LABOR COMPLIANCE PROGRAM

City of Kerman

**850 S. Madera Avenue
Kerman, CA. 93630**

CITY OF KERMAN
LABOR COMPLIANCE PROGRAM
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ADDENDA

- Addendum A - FPPC Form 700
- Addendum B - LCP-ARI
- Addendum C - Audit Record Worksheets, Public Works Investigative Worksheet, Public Works Audit Worksheet and Prevailing Wage Determination Summary
- Addendum D - Review and Enforcement Report Form
- Addendum E - Request for Approval of Forfeiture - Suggested Format
- Addendum F - Notice of Transmittal and Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742 (b)
- Addendum G - Notice to Withhold Contract Payments
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- Addendum I - DAS FORMS
DAS-140/ Notification of Contract Award
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CAC-2/ Training Fund Contribution
- Addendum J - DIR A-1-131 Payroll Reporting Form and Fringe Benefit Statement PW 26
- Addendum K - Suggested Checklist of Labor Law Requirements (CCR 16421)

**PART I
CITY OF KERMAN
LABOR COMPLIANCE PROGRAM REQUIREMENTS**

A. INTRODUCTION

The City of Kerman (City) and/or its representative(s) are responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on its City projects funded by Proposition 84 funds are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) prevailing wage statutes and regulations.

The City in establishing their Labor Compliance Program (LCP) adheres to the statutory requirements as stated in California's Labor Code Section 1771.5 and as further required by Proposition 84 grant funding.

The City has recently obtained grant funding from the California Department of Water Resources (DWR) related to Proposition 84 funds.

B. LABOR COMPLIANCE COMPOSITION AND REQUIREMENTS

1. Pursuant to Labor Code Section 1771.5, the City requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
2. The Labor Compliance Program monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing certified payroll reports and initiates and oversees any enforcement actions that may be required.

The City institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of state public works contracts.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This labor compliance program (LCP) contains the labor compliance standards required by state, regulations, and directives and contract provisions, which include, but are not limited to, the following:

1. Contractors' payment of applicable general prevailing wage rates.
2. Contractors' employment of properly registered apprentices.
3. Contractors' provide certified payroll records upon request but not less than weekly.
4. Program's monitoring City construction sites for the verification of proper payments of prevailing wage rates and work classification.

5. Programs conducting pre-job conferences with contractors/subcontractors.
6. Program's withholding contract payments and imposing penalties for non-compliance.
7. Program's preparation and submittal of annual reports as required.

The City's Labor Compliance Program (LCP) purpose is to implement its policy relative to the labor compliance provisions of state public works contracts and specifically to comply with the provisions of the Public Resources Code Section 75075 sections by use of funds derived from the California Department of Public Health.

The California Labor Code Section 1770, et seq., and Public Resources Code Section 75075 require that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Office of Policy, Research and Legislation.

Public Resources Code 75075 requires that the body awarding any contract for a public works project financed in any part from funds made available pursuant to Division 43 of the Public Resources Code (entitled "The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006") shall adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project. Proposition 84 funds were made available pursuant to Division 43.

In establishing this LCP, the City adheres to the statutory requirements as enunciated in Section 1771.5 of the Labor Code. Further, it is the intent of the City to actively enforce this LCP by monitoring construction sites for the payment of prevailing wage rates, and by requiring contractors and subcontractors having workers on job sites to submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

Should applicable sections of the Labor Code or Title 8 of the California Code of Regulations undergo alteration, amendment, or deletion, the City will modify the affected portions of this program accordingly.

C. PUBLIC WORKS CONSTRUCTION PROJECTS

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

D. EMPLOYMENT OF MINORS PROHIBITED

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection I, Article 1 §11701(b).

E. YOUTH EMPLOYMENT PROGRAMS

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

F. CASH PAYMENTS PROHIBITED

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. Cash payments are prohibited.

G. WORKERS DEFINED

The City defines "worker" as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

II. PREVAILING WAGES

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR) are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

I. EFFECTIVE PREVAILING WAGE RATES

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The Bid Advertise Date determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (*) or double asterisk (**). The single asterisk (*) indicates that the

wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (**) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Department of Industrial Relations. The rates are also available on the internet at www.dir.ca.gov.

J. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement, (Addendum J)* must be prepared by the Contractor and submitted to the City with the first payroll. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

K. APPRENTICESHIP REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

1. Apprentices

In accordance with California Labor Code Section 1777.5(c), a contractor (including any subcontractor) who is awarded a City contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

2. CCR Title 8 230.1, Employment of Apprentices on Public Works

This regulation provides as follows:

"Contractors include general, prime, specialty or subcontractor, shall employ registered apprentice(s), as defined by Labor Code Section 3077, during the performance of a public work project in accordance with the required one hour of work performed by an apprentice for every five hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in Labor Code Section 1777.5 or this subchapter. Unless an exemption has been granted, the contractor shall employ apprentices for the number of hours computed above before the end of the contract. Contractors who are not already employing sufficient registered apprentices (as defined by Labor Code Section 3077) to comply with the one-to-five ratio must request the dispatch of required apprentices from the apprenticeship committees providing training in the applicable craft or trade and whose geographic area of operation includes the site

of the public work by giving the committee written notice of at least 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. If the apprenticeship committee from which apprentice dispatch(es) are requested does not dispatch apprentices as requested, the contractor must request apprentice dispatch(es) from another committee providing training in the applicable craft or trade in the geographic area of the site of the public work, and must request apprentice dispatch(es) from each such committee, either consecutively or simultaneously, until the contractor has requested apprentice dispatches from each such committee in the geographic area. All requests for dispatch of apprentices shall be in writing, sent by first class mail, facsimile or email. If a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the apprenticeship committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request no apprenticeship committee dispatches, or agrees to dispatch during the period of the public works project any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the apprenticeship committee's standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation of this section as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the above-stated ratio. If an apprenticeship committee dispatches fewer apprentices than the contractor requested, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one apprenticeship committee able and willing to unconditionally dispatch apprentices, the contractor has requested dispatch from all committees providing training in the applicable craft or trade whose geographic area of operation include the site of the public work. Nothing in this section shall affect the right of a contractor who participates in and employs registered apprentices from programs approved under Labor Code Section 3075 outside the geographic area of the public work from employing said apprentice(s) on the site of the public work in order to meet the ratio requirement of Labor Code Section 1777.5."

Contractors may use the following DAS apprenticeship forms (Addendum 1) or a similar form that contains the required language when notifying the apprenticeship committees of a contract award, the dispatching of an apprentice and payment of the training fund contributions.

- DAS-140/ Notification of Contract Award
- DAS-142/ Request for Dispatch of Apprentice
- CAC-2/ Training Fund Contribution

Apprentices employed on public works shall be paid the applicable apprentice prevailing per diem wage rate, available from DAS, and derived from the Director's survey of wages paid on public works in the geographic area of the craft or trade. DAS shall refer complaints alleging any contractor's failure to pay the proper apprentice prevailing wage rate on a public works project to the Division of Labor Standards Enforcement for

investigation and appropriate action.

Apprentices employed on public works can only be assigned to perform work of the craft or trade to which the apprentice is registered. Work of the craft or trade consists of job duties normally assigned to journeymen in the apprenticeable occupation. Where an employer employs apprentices under the rules and regulations of the California Apprenticeship Council, as set forth in Labor Code Section 1777.5(c) (2), apprentices employed on public works must at all times work with or under the direct supervision of journeyman/men. The on-the-job training shall be in accordance with the apprenticeship standards and apprenticeship agreement under which the apprentice is training, provided that a contractor shall not be subject to any financial or administrative obligations to a trust fund or employee benefit plan unless the contractor has so agreed.

The provisions of this regulation shall not apply to contractors on public works projects that were bid prior to July 1, 2009. Such contractors shall comply with the version of this regulation that was in effect prior to July 1, 2009.

The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or at their website: www.dir.ca.gov/DAS).

3. Ratios

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a "Notice of Reprimand" and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

I. LIABILITY FOR UNPAID WAGES

1. As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Labor Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor's obligation to pay prevailing wage rates is met.

2. California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to *kickback* any portion of their wages.

M. POSTINGS

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations as well as notification that the project is a public works project as defined in Labor Code Section 1720 et seq.

N. LABOR COMPLIANCE MONITORING PROGRAM

The Contractor, and all subcontractors, shall cooperate in allowing approved representatives of the Labor Compliance Program access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on all projects.

A representative must at all times identify himself or herself while on the job site, and must restrict their actions to interviewing workers employed on the project.

O. CERTIFIED PAYROLL RECORDS

1. The Contractor shall adhere to the provisions of Labor Code Section 1776.
2. The payroll records referred to must include the employee's:
 - a. name;
 - b. address;
 - c. social security number;
 - d. work classification;
 - e. straight time hours per day and total per week;
 - f. overtime hours per day and total per week;
 - g. gross wages earned this project;
 - h. gross wages earned on all other projects;
 - i. itemized deductions;
 - j. actual per diem wages paid; and
 - k. payroll check numbers.

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

3. The copy of payrolls shall be submitted to the City weekly and shall be accompanied by a Certification, signed in ink by the Contractor or the contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. Provided all information and certifications required by California law are included therein, the Contractor may use the provided Certified Payroll Report or any form approved by the DIR or use its own payroll form provided it includes the same information and certifications. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports. (The DIR A-1-131 payroll reporting form and accompanying fringe benefit form is recommended. (Addendum J)
4. In the event that subcontractor payrolls are not submitted, the City shall withhold contract payments from the Contractor. All contractors and subcontractors must submit certified payroll records directly to the City's LCP representative, Labor Consultants of California.

All payrolls are to be submitted to:
Labor Consultants of California
PO Box 1875
Hanford, CA 93232

5. Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports, including a copy of the DMV vehicle registration of the Owner-Operator with the first payroll that this owner-operators name appears on the certified payroll. Listing any individual as "Owner- Operator" will not be accepted as the classification is not recognized by the California Department of Industrial Relations' Office of Policy, Research and Legislation.
6. As required by Labor Code Section 1776 (b), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker, for failing to comply strictly with requests by the City for submittal of payroll documents and all supporting documents which include, but are not limited to, cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

P. WORKING HOURS

Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.

Q. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

In accordance with Labor Code Section 1727, the City shall withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City shall withhold contract payments when payroll records are delinquent or inadequate.

R. DISPUTES

The City's Labor Compliance Program, administered by Richard Perez, Managing Consultant, shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

PART II - ENFORCEMENT LABOR COMPLIANCE PROGRAM

A. LABOR COMPLIANCE PROGRAM COMPONENTS

1. In accordance with Labor Code Section 1771.5(b), a Labor Compliance Program shall include, but not be limited to, the following requirements:
 - a. The Call for Bids, Design-Build Request, and the contract or purchase order shall contain appropriate language concerning the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.
 - b. A pre-job conference shall be conducted before commencement of the work with contractors and subcontractors listed in the bid or who are required to be identified or prequalified in a Design-Build Contract. At the pre-job conference applicable federal and state labor law requirements shall be discussed, and copies of suggested reporting forms furnished. A checklist, showing which federal and state labor law requirements were discussed, shall be kept for each conference. A checklist in the format of Appendix A presumptively meets this requirement.
 - c. A requirement that certified payroll records be kept by the contractor in accordance with Labor Code Section 1776 and furnished to the Labor Compliance Program at times designated in the contract, which shall be at least monthly, or within 10 days of any request by the City. Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) constitute presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.
 - d. A program for orderly review of payroll records and, if necessary, for audits to verify compliance with the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.
 - e. A prescribed routine for withholding penalties, forfeitures, and underpayment of wages for violations of the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.
 - f. All contracts to which prevailing wage requirements apply shall include a provision that contract payments shall not be made when payroll records are delinquent or inadequate.
2. To the extent otherwise authorized by law, the City may contract with a third party to initiate and enforce all or part of its Labor Compliance Program, provided that the third party has been approved by the Director to operate a Labor Compliance Program in accordance with these regulations. However, this subpart (2) shall not be construed as

limiting authority to contract for services for the operation of its own approved Labor Compliance Program, including services by persons licensed or certified by the State of California to practice one of the following recognized professions: law, architecture, engineering, or accounting.

3. Nothing in this section or these regulations shall be construed as limiting the responsibility and authority of the City to take cognizance of prevailing wage violations under Section 1726 of the Labor Code and take any appropriate action pursuant to and in accordance with that responsibility and authority.
4. It is the responsibility of a Labor Compliance Program to enforce prevailing wage requirements, consistent with the policy of the state as expressed in Labor Code Section 90.5(a). A Labor Compliance Program shall take reasonable, vigorous, and prompt action to (1) determine whether violations exist, and (2) enforce compliance, including through imposition of appropriate penalties and formal enforcement action, when violations are found. A Labor Compliance Program shall neither avoid use of its enforcement authority based on cost considerations nor shall it use that authority in an unreasonable manner to gain leverage over a contractor or subcontractor. Unreasonable use of enforcement authority includes, but is not necessarily limited to, prolonged or excessive withholdings of contract payments without making a determination that a violation has occurred.
5. Calls for Bids/ Contracts
The City notifies bidding Contractors of the State wage requirements in the bid specifications and contracts for each of its public works project thus assuring contractors bidding a project are aware of the requirements of Chapter 1 of Part 7 of Division 2 of the State Labor Code. Additionally, each contractor securing a contract on a public works project is required to sign an acknowledgment that he or she understands the prevailing wage requirements and that contract payments shall not be made when payroll records are delinquent or inadequate. The City institutes pre-bid meeting attendance, of which State wage requirements are a part of the agenda and discussed accordingly.
6. Preconstruction Conference
One of the most important aspects of assuring labor compliance on a project is to conduct a thorough pre-construction conference with the general contractor and the subcontractors. The conference sets forth the framework in establishing the labor standards parameters. The City's conference agenda includes discussion and handouts of the following items:
 - a. Appropriate State Wage Determination
 - b. State Labor Standard Provisions (Labor Code Sections 1720, i.e.)
 - c. Payroll Reporting Forms (A-1-131 Form) and Certification
 - d. Certification of Applicable Fringe Benefit Payments
 - e. Contractor's/ Subcontractor's Certification Concerning Labor Standards and Prevailing Wages
 - f. Posting Requirement of Notice to All Employees (General Contractor)
 - g. Suggested Checklist of Labor Law Requirements (CCR 16421) (Addendum K)

7. Contractor Eligibility Verification

Prior to awarding a contract, the City shall verify that the successful bidder and all contractors are not on the state list of ineligible contractors, that they possess a valid state contractor's license and meet other licensing requirements, e.g. workers compensation insurance.

8. Certified Payroll Records

The City reviews all of the certified payroll records (A-1-131 form) on a weekly basis and compares them to the wage decision and/or wage determination in effect.

9. On-Site Monitoring

A significant step in determining project labor standards compliance is to conduct frequent on-site employee interviews. It is critical to have early detection of potential violations. The results of the interviews are compared to the contractor's certified payroll records to ascertain that the correct classification, hours and wages were paid. The mailing of employee questionnaires may also be utilized when it is cumbersome or employees are reluctant to be interviewed on-site.

10. Payroll Audits

Appropriately, upon receipt of certified payroll records, employee interview forms and other available documents, i.e. inspector daily logs, etc., the City shall conduct various payroll audits to determine if through its examination of records, the prime and subcontractors have met labor standards compliance. At its conclusion, the City submits written notification of its findings to the appropriate party with a recommendation for disbursement of retention payments.

B. FILING OF STATEMENTS OF ECONOMIC INTEREST (FPPC FORM 700 – ADDENDUM A)

The City shall determine and designate those employees and consultants of the program who participate in making governmental decisions for the City pursuant to Title 2, California Code of Regulations, Sections 18700-18702.4 and those employees and consultants will be required to file Statements of Economic Interest (FPPC Form 700) and to comply with other applicable requirements of the Political Reform Act in connection with work performed on behalf of the City.

C. ANNUAL REPORTS (LCP-ARI – ADDENDUM B)

The City shall submit to the Director of the Department of Industrial Relations (DIR) a Labor Compliance Program annual report on its operation by no later than August 31st of each year. The annual report shall cover the twelve month period commencing on July 1 of the preceding calendar year and ending on June 30th of the year in which the report is due.

The annual report shall be made on the LCP-ARI form and the information in the report shall be sufficient detail to afford a basis for evaluating the scope of and level of enforcement activity of the Labor Compliance Program. The annual report shall also include such additional information as the Labor Compliance Program may be required to report as a condition of its approval.

Information in the Annual Report shall be reported in sufficient detail to afford a basis for evaluating the scope and level of enforcement activity of the Labor Compliance Program. An annual report shall also include such additional information as the Labor Compliance Program may be required to report as a condition of its approval.

A Labor Compliance Program that has ceased operating, either due to the voluntary termination of its program or the revocation of its approval by the Director, shall file a closing annual report within sixty (days) following its last day of operation as an approved program.

D. REPORTS AND AUDITS (AUDIT RECORD WORKSHEETS, PUBLIC WORKS INVESTIGATIVE WORKSHEET, PUBLIC WORKS AUDIT WORKSHEET AND PREVAILING WAGE DETERMINATION SUMMARY - ADDENDUM C)

1. The primary function of the Labor Compliance Program is to ensure that public works contractors comply with the prevailing wage requirements found in the Public Works Chapter of the Labor Code. This regulation is intended to establish minimum requirements which all Labor Compliance Programs shall meet or exceed in carrying out that function. Definitions found throughout this regulation are intended to provide Labor Compliance Programs and representatives of the Department of Industrial Relations and the Division of Labor Standards Enforcement with common terminology as they each perform their respective roles in prevailing wage enforcement in furtherance of the Labor Code provisions establishing Labor Compliance Programs. This regulation is also intended to confirm that the proactive investigation methods, as described in detail herein, only comprise the minimum obligations required of Labor Compliance Programs to satisfy their duty to the Director to operate a Labor Compliance Program as specified in ns 16428 and 16434.
2. Payroll records furnished by contractors and subcontractors in accordance with section 16421(a)(3) above, and in a format prescribed at section 16401 of Title 8 of the California Code of Regulations, shall be reviewed by the Labor Compliance Program as promptly as practicable after receipt thereof, but in no event more than 30 days after such receipt. "Review" for this purpose shall be defined as inspection of the records furnished to determine if (1) all appropriate data elements identified in Labor Code Section 1776(a) have been reported; (2) certification forms have been completed and signed in compliance with Labor Code Section 1776(b); and (3) the correct prevailing wage rates have been reported as paid for each classification of labor listed thereon, with confirmation of payment in the manner and to the extent described in subpart (c) below.
3. "Confirmation" of payroll records furnished by contractors and subcontractors shall be defined as an independent corroboration of reported prevailing wage payments. Confirmation may be accomplished through worker interviews, examination of

paychecks or paycheck stubs, direct confirmation of payments from third party recipients of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations), or any other reasonable method of corroboration. For each month in which a contractor or subcontractor reports having workers employed on the public work, confirmation of furnished payroll records shall be undertaken randomly for at least one worker for at least one weekly period within that month. Confirmation shall also be undertaken whenever complaints from workers or other interested persons or other circumstances or information reasonably suggest to the Labor Compliance Program that payroll records furnished by a contractor or subcontractor are inaccurate.

4. Representatives of the Labor Compliance Program shall conduct in-person inspections at the site or sites at which the contract for public work is being performed ("On-Site Visits"). On-Site Visits may be undertaken randomly or as deemed necessary by the Labor Compliance Program, but shall be undertaken during each week that workers are present at sites at which the contract for public work is being performed. All On-Site Visits shall include visual inspection of (a) the copy of the determination(s) of the Director of Industrial Relations of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2, and (b) the Notice of Labor Compliance Program Approval required to be posted at the job site in accordance with section 16429 above, listing a telephone number to call for inquiries, questions, or assistance with regard to the Labor Compliance Program. On-Site Visits may include other activities deemed necessary by the Labor Compliance Program to independently corroborate prevailing wage payments reported on payroll records furnished by contractors and subcontractors.
5. An Audit, as defined herein, shall be prepared by the Labor Compliance Program whenever the Labor Compliance Program has determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under section 16437, to draw reasonable conclusions as to

compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures. An Audit using the forms in Appendix B, when accompanied by a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation and the basis upon which the determination of underpayment was made, presumptively demonstrates sufficiency. Records supporting an Audit shall be maintained by the Labor Compliance Program to satisfy its burden of coming forward with evidence in administrative review proceedings under Labor Code Section 1742 and the Prevailing Wage Hearing Regulations found at sections 17201-17270 of Title 8 of the California Code of Regulations.

6. After the Labor Compliance Program has determined that violations of the prevailing wage laws have resulted in the underpayment of wages and an audit has been prepared, notification shall be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner pursuant to these regulations. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the "good faith mistake" factors set forth in Labor Code Section 1775(a)(2)(A)(i) and (ii). If, based upon the contractor's submission, the Labor Compliance Program reasonably concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the Labor Compliance Program shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code Section 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the Labor Compliance Program. For each instance in which a wage deficiency is resolved in accordance with this regulation, the Labor Compliance Program shall maintain a written record of the failure of the contractor or subcontractor to meet its prevailing wage obligation. The record shall identify the public works project, the contractor or affected subcontractor involved, and the gross amount of wages paid to workers to resolve the prevailing wage deficiency; and the record shall also include a copy of the Audit prepared pursuant to subpart (e) above along with any exculpatory information submitted to the Labor Compliance Program by the affected contractor or subcontractor.

E. DUTIES OF LABOR COMPLIANCE PROGRAM (SUGGESTED SINGLE PROJECT LABOR COMPLIANCE REVIEW AND ENFORCEMENT REPORT FORM - ADDENDUM D)

The City LCP shall have a duty to the Director to enforce the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and these regulations in a manner consistent with the practice of the Labor Commissioner. It is the practice of the Labor Commissioner to refer to the Director's

ongoing advisory service of web-posted public works coverage determinations as a source of information and guidance in making enforcement decisions. It is also the practice of the Labor Commissioner to be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code Section 1742(b) and sections 17201-17270 of Title 8 of the California Code of Regulations.

Upon receipt of a written complaint alleging that a contractor or subcontractor has failed to pay prevailing wages as required by the Labor Code, the Labor Compliance Program shall do all of the following:

1. Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identifying the name, address, and telephone number of the investigator assigned to the complaint;
2. Within 15 days after receipt of the complaint, provide the affected contractor with the notice required under Labor Code section 1775(c) if the complaint is against a subcontractor;
3. Notify the complaining party in writing of the resolution of the complaint within ten days after the complaint has been resolved by the Labor Compliance Program;
4. Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the Labor Compliance Program; and
5. Notify the complaining party in writing at least once every 90 days of the status of a complaint that has been resolved by the Labor Compliance Program but remains under review or in litigation before another entity.
6. The duties of a Labor Compliance Program with respect to apprenticeship standards are as follows:
 - a. Inform contractors and subcontractors bidding public works about apprenticeship requirements;
 - b. Send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code; and
 - c. Refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.
7. The Labor Compliance Program shall be responsible for enforcing prevailing wage pay requirements for apprentices consistent with the practice of the Labor Commissioner, including; (a) that any contributions required pursuant to Labor Code Section 1777.5(m) are paid to the appropriate entity, (b) that apprentices are paid no less than the prevailing apprentice rate, (c) that workers listed and paid as apprentices on the certified payroll records are duly registered as apprentices with the Division of Apprenticeship Standards, and (d) requiring that the regular prevailing wage rate be paid: (i) to any worker who is

not a duly registered apprentice and (ii) for all hours in excess of the maximum ratio permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

8. For each public work project subject to a Labor Compliance Program's enforcement of prevailing wage requirements, a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project shall be maintained. That summary shall demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner. Appendix C (Addendum D in LCP) following this section provides a suggested format for tracking and monitoring enforcement activities. Compliance records for a project shall be retained until the later of (a) at least one year after the acceptance of the public work or five years after the cessation of all labor on a public work that has not been accepted, or (b) one year after a final decision or judgment in any litigation under Labor Code Section 1742. For purposes of this section, a written summary or report includes information maintained electronically, provided that the summary or report can be printed out in hard copy form or is in an electronic format that (a) can be transmitted by e-mail or compact disk and (b) would be acceptable for the filing of documents in a federal or state court of record within this state.
9. The Labor Commissioner may provide, sponsor, or endorse training on how to enforce prevailing wage requirements, including but not necessarily limited to the subjects of: (1) ascertaining prevailing wage requirements and rates from the Office of Policy, Research and Legislation, (2) monitoring and investigation under section 16432 above, (3) enforcement responsibilities under this section and sections 16435-16439 below, and (4) procedural requirements and responsibilities as an enforcing agency under Labor Code sections 1741-1743 and 1771.6 and sections 17201-17270 of Title 8 of the California Code of Regulations.

F. WITHHOLDING CONTRACT PAYMENTS WHEN PAYROLL RECORDS ARE DELINQUENT OR INADEQUATE – (ADDENDUM II)

Definitions:

1. "Withhold" means to cease payments by the City or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
2. "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project, may be the subject of withholding.
3. "Delinquent payroll records" means those not submitted on the date set in the contract.
4. "Inadequate payroll records" are any one of the following:

- a. A record lacking any of the information required by Labor Code Section 1776;
 - b. A record which contains all of the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;
 - c. A record remaining uncorrected for one payroll period, after the Labor Compliance Program has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and section 16401 of Title 8 of the California Code of Regulations.
5. The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b) (5), and it does not require the prior approval of the Labor Commissioner. The City shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; provided that a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.
 6. When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.
 7. No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.
 8. In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does not require the prior approval of the Labor Commissioner under section 16436 of these regulations.

G. WITHHOLDING CONTRACT PAYMENTS WHEN, AFTER INVESTIGATIONS, IT IS ESTABLISHED THAT UNDERPAYMENTS OR OTHER VIOLATIONS HAS OCCURRED (NOTICE TO WITHHOLD OF CONTRACT PAYMENTS) – (ADDENDUM C)

1. "Withhold" and "contracts" have the same meaning set forth in sections 16435(a) and 16435(b) of these regulations
2. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
3. "Amount equal to the underpayment" is the total of the following determined by payroll review, audit, or admission of contractor or subcontractor:
 - a. The difference between amounts paid workers and the correct General Prevailing Rate of Per Diem Wages, as defined in Labor Code Section 1773, and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed and the amounts paid;
 - b. The difference between amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Labor Code Section 1773.1 and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification or trade in which they were employed and the amounts paid;
 - c. Estimated amounts of "illegal taking of wages";
 - d. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council;
 - e. Estimated penalties under Labor Code Sections 1775, 1776, and 1813.
4. The withholding of contract payments when, after investigation, it is established that underpayment or other violations have occurred requires the prior approval of the Labor Commissioner under sections 16436 and 16437 of these regulations.

H. FORFEITURES REQUIRING APPROVAL BY THE LABOR COMMISSIONER (REQUEST FOR APPROVAL OF FORFEITURE – SUGGESTED FORMAT (ADDENDUM E))

1. For purposes of this section and section 16437 below, "forfeitures" means the amount of wages, penalties, and forfeitures assessed by the Labor Compliance Program and proposed to be withheld pursuant to Labor Code section 1771.6(a), and includes the following: (1) the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less

than the prevailing wage rate by the contractor or subcontractor; and (2) penalties assessed under Labor Code Sections 1775, 1776 and 1813.

2. If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1000.00, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following: (1) the Notice of Withholding of Contract Payments authorized by Labor Code Section 1771.6(a); (2) an Audit as defined in section 16432(e) of these regulations, and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code Section 1775.
3. For all other forfeitures, approval by the Labor Commissioner shall be requested and obtained in accordance with section 16437 below.

1. DETERMINATION OF AMOUNT OF FORFEITURE BY THE LABOR COMMISSIONER

1. Where the Labor Compliance Program requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the information specified in subparts (1) through (9) below. Appendix D is a suggested format for a Request for Approval of Forfeiture under this section.
2. Whether the public work has been accepted by the City and whether a valid notice of completion has been filed, the dates if any when those events occurred, and the amount of funds being held in retention by the City;
3. Any other deadline which if missed would impede collection;
4. Evidence of violation, in narrative form;
5. Evidence of violation obtained under section 16432 of these regulations and a copy of the Audit prepared in accordance with section 16432(e) setting forth the amounts of unpaid wages and applicable penalties;
6. Evidence that before the forfeiture was sent to the Labor Commissioner (A) the contractor and subcontractor were given the opportunity to explain why there was no violation, or that any violation was caused by good faith mistake and promptly corrected when brought to the contractor or subcontractor's attention, and (B) the contractor and subcontractor either did not do so or failed to convince the Labor Compliance Program of its position;
7. Where the Labor Compliance Program seeks not only wages but also a penalty as part of the forfeiture, and the contractor or subcontractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, a short statement should accompany the

proposal for a forfeiture, with a recommended penalty amount pursuant to Labor Code Section 1775(a);

8. Where the Labor Compliance Program seeks only wages or a penalty less than \$200 per day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of the violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, the file should include the evidence as to the contractor or subcontractor's knowledge of his or her obligation, including the program's communication to the contractor or subcontractor of the obligation in the bid invitations, at the pre-job conference agenda and records, and any other notice given as part of the contracting process. With the file should be a statement, similar to that described in (6), and recommended penalty amounts, pursuant to Labor Code Section 1775(a);
9. The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and
10. Whether the Labor Compliance Program has been granted approval on only an interim or temporary basis under sections 16425 or 16426 above or whether it has been granted extended approval under section 16427 above.
11. The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code Section 1741.
12. A copy of the recommended forfeiture and the file or report shall be served on the contractor and subcontractor at the same time as it is sent to the Labor Commissioner. The Labor Compliance Program may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor or subcontractor during an audit, investigation, or meeting if those are clearly referenced in the file or report.
13. The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.
14. The Labor Commissioner's determination of the forfeiture is effective on one of the two following dates:
 - a. For all programs other than those having extended authority under section 16427 of these regulations, on the date the Labor Commissioner serves by first class mail, on the Labor Compliance Program, on the City if different, on the contractor and on the subcontractor, if any, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor or subcontractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

- b. For programs with extended authority under section 16427 above, approval is effective 20 days after the requested forfeitures are served upon the Labor Commissioner, unless the Labor Commissioner serves a notice upon the parties, within that time period, that this forfeiture request is subject to further review. For such programs, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request to the contractor. If the Labor Commissioner notifies the parties of a decision to undertake further review, the Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of notice of further review.

J. DEPOSITS OF PENALTIES AND FORFEITURES WITHHELD

When the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the Labor Compliance Program shall deposit penalties and forfeitures with the Awarding Body.

When collection of fines, penalties or forfeitures results from administrative proceedings or court action to which the Labor Commissioner and Awarding Body or its Labor Compliance Program are both parties, the fines, penalties or forfeitures shall be divided between the general funds of the state and the Awarding Body, as the Hearing Officer or court may decide.

All penalties recovered in administrative proceedings or court action brought by or against the Labor Commissioner and to which the Awarding Body or its Labor Compliance Program is not a party, shall be deposited in the general fund of the state.

All wages and benefits which belong to an employee and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of administrative proceedings or any court action, and which have not been paid to the employee or irrevocably committed on the employee's behalf to a benefit fund, shall be deposited with the Labor Commissioner who shall handle such wages and benefits in accordance with Labor Code section 96.7.

K. REQUEST FOR REVIEW OF A LABOR COMPLIANCE PROGRAM ENFORCEMENT ACTION; SETTLEMENT AUTHORITY (NOTICE OF TRANSMITTAL AND NOTICE OF OPPORTUNITY TO REVIEW EVIDENCE PURSUANT TO LABOR CODE 1742 (B) (ADDENDUM F))

1. A contractor or subcontractor may request a settlement meeting pursuant to Labor Code Section 1742.1(b) and may request review of a Labor Compliance Program enforcement action in accordance with Labor Code Sections 1771.6(b) and 1742 and the regulations found at sections 17201-17270 of Title 8 of the California Code of Regulations. The Labor Compliance Program shall have the rights and responsibilities of the Enforcing Agency (as defined in section 17202(f) of Title 8 of the California Code of Regulations), in responding to such a request for review, including but not limited to the obligations to serve notices, transmit the Request for Review to the hearing office, and provide an

opportunity to review evidence in a timely manner, to participate through counsel in all hearing proceedings, and to meet the burden of establishing prima facie support for the Notice of Withholding of Contract Payments.

2. If a contractor or subcontractor seeks review of a Labor Compliance Program enforcement action, the Labor Commissioner may intervene to represent the Awarding Body, or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.
3. Except in cases where the Labor Commissioner has intervened pursuant to subpart (b) above, the Labor Compliance Program shall have the authority to prosecute, settle, or seek the dismissal of any Notice of Withholding of Contract Payments issued pursuant to Labor Code Section 1771.6 and any review proceeding under Labor Code Section 1742, without any further need for approval by the Labor Commissioner. Whenever a Labor Compliance Program settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code Section 1742, the Labor Compliance Program shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commissioner upon request.

L. REQUEST FOR PAYROLL RECORDS

1. Requests may be made by any person for certified copies of payroll records. Requests shall be made to any of the following:
 - a. the body awarding the contract, or
 - b. any office of the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards.
2. Requests for certified copies of payroll records pursuant to Section 1776 of the Labor Code may be made by any person. However, any such request shall be in writing and contain at least the following information:
 - a. The body awarding the contract;
 - b. The contract number and/or description;
 - c. The particular job location if more than one;
 - d. The name of the contractor;
 - e. The regular business address, if known.

NOTE: Requests for records of more than one contractor or subcontractor must list the information regarding that contractor individually, even if all requests pertain to the same

particular public works project. Blanket requests covering an entire public works project will not be accepted; unless contractor and subcontractor responsibilities regarding the project are not clearly defined.

3. **Acknowledgment of Request.** The public entity receiving a request for payroll records shall acknowledge receipt of such, and indicate the cost of providing the payroll records based on an estimate by the contractor, subcontractor or public entity. The acknowledgment of the receipt of said request for payroll records may be accomplished by the public entity's furnishing a copy of its written correspondence requesting certified copies of the payroll records sent to the specific contractor pursuant to Section 16400(d) below, to the person who requested said records.
4. **Request to Contractor.** The request for copies of payroll records by the requesting public entity shall be in any form and/or method which will assure and evidence receipt thereof. The request shall include the following:
 - a. Specify the records to be provided and the form upon which the information is to be provided;
 - b. Conspicuous notice of the following:
 - i. that the person certifying the copies of the payroll records is, if not the contractor, considered as an agent acting on behalf of the contractor; and
 - ii. that failure to provide certified copies of the records to the requesting public entity within 10 working days of the receipt of the request will subject the contractor to a penalty of twenty-five (\$25.00) dollars per calendar day or portion thereof for each worker until strict compliance is effectuated;
 - c. Cost of preparation as provided in Section 16402; and
 - d. Provide for inspection.
5. **Inspection of Payroll Records.** Inspection of the original payroll records at the office of the contractor(s) pursuant to subdivision (b) of Section 1776 of the Labor Code shall be limited to the public entities upon reasonable written or oral notice.

M. REPORTING OF PAYROLL REQUEST

1. **Reporting Format.** The format for reporting of payroll records requested pursuant to Labor Code Section 1776 shall be on a form provided by the public entity. Copies of the forms may be procured at any office of the Division of Labor Standards Enforcement (DLSLE) throughout the state and/or:

Office of Policy, Research and Legislation
P.O. Box 420603
San Francisco, CA 94101
ATTENTION: Prevailing Wage Unit

Acceptance of any other format shall be conditioned upon the requirement that the alternate format contain all of the information required pursuant to Labor Code Section 1776. If, however, the contractor does not comply with the provisions of Labor Code Section 1776, the Labor Commissioner may require the use of DIR's suggested format, "Public Works Payroll Reporting Form" (Form A-1-131).

2. **Words of Certification.** The form of certification shall be as follows: **I, _____ (Name-print) the undersigned, am _____ (position in business) with the authority to act for and on behalf of _____, (name of business and/or contractor) verify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (description, no. of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named. Date: _____**
Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

N. COST OF PREPARATION

The cost of preparation to each contractor, subcontractor, or public entity when the request was made shall be provided in advance by the person seeking the payroll record. Such cost shall be \$1 for the first page of the payroll record and 25 cents for each page thereafter, plus \$10 to the contractor or subcontractor for handling costs. Payment in the form of cash, check or certified money order shall be made prior to release of the documents to cover the actual costs of preparation.

O. PRIVACY CONSIDERATION

1. When notice has been sent as provided in section 16411, above, the awarding body shall proceed to withhold, retain, or forfeit the amount stated in the notice, pursuant to Labor Code § 1727. Such withholding, retention, or forfeiture shall be subject to the right of a contractor or affected subcontractor to request a hearing, as provided in section 16413, below, and further subject to the right of a contractor or a contractor's assignee to bring suit against the awarding body as provided by Labor Code §§ 1731-1733.
2. Nothing in these regulations shall extend, or affect in any way, the statutory time limits provided by Labor Code §§ 1731-1733.

P. USE OF ELECTRONIC REPORTING FORMS

The certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

1. The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);
2. The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;
3. Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature;
4. The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and
5. No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

Q. INQUIRIES

All questions regarding this LCP and all matters concerning the payment of prevailing wages should be referred to:

Richard Perez
Labor Consultants of California
PO Box 1875
Hayward, CA 93232
Telephone: (559) 584-7499
Fax: (559) 584-0897

For more information, log on to:
<http://www.dir.ca.gov>

FPPC FORM 700-ADDENDUM A



STATEMENT OF ECONOMIC INTERESTS
 COVER PAGE

Date Received
 (month/year)

Please type or print in ink

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name

Division, Board, Department, District, if applicable

Your Position

↳ If filing for multiple positions, list below or on an attachment.

Agency:

Position:

2. Jurisdiction of Office (Check at least one box)

State

Judge (Statewide Jurisdiction)

Multi-County

County of

City of

Other

3. Type of Statement (Check at least one box)

Annual: The period covered is January 1, 2010, through December 31, 2010.

Leaving Office: Date Left _____ (Check one)

-or-
 The period covered is _____ through December 31, 2010.

The period covered is January 1, 2010, through the date of leaving office.

Assuming Office: Date _____

The period covered is _____ through the date of leaving office.

Candidate: Election Year _____

Office sought, if different than Part 1: _____

4. Schedule Summary

Check applicable schedules or "None."

↳ Total number of pages including this cover page: _____

Schedule A-1 - Investments - schedule attached

Schedule C - Income, Loans, & Business Positions - schedule attached

Schedule A-2 - Investments - schedule attached

Schedule D - Income - Gifts - schedule attached

Schedule B - Real Property - schedule attached

Schedule E - Income - Gifts - Travel Payments - schedule attached

-or-

None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS

STREET

CITY

STATE

ZIP CODE

(Address or Agency/Author Recommendation - Public Document)

OWNING TRUSTEES/JUDGES

PHONE NUMBER

()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and in the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed

(month/day/year)

Signature

(Please attach to this statement with your filing fee.)

LCP-ARI-ADDENDUM B

LCP-ARI

LABOR COMPLIANCE PROGRAM ANNUAL REPORT

For that year Awarding Body that enforces its own Labor Compliance Program for some but not all projects

Report for the reporting period _____ to _____

1. Name of Labor Compliance Program (LCP):	
2. LCP I.D. Number (assigned by DER):	3. Date of Initial Approval:
4. Contact person (include name, title, address, telephone, fax, and e-mail, if available):	
5. Did LCP perform any LC § 1771.5 enforcement activities during the 12 months in the reporting period?	
Please check one: <input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If No, complete the information below, sign the form and submit to DIR, Office of the Director, Attn: LCP Special Assistant, 455 Golden Gate Avenue, 10th Floor, San Francisco CA 94102	
What suggestions do you have for the Department of Industrial Relations to better assist you with your program in the coming year? (attach additional sheets if necessary)	
SUBMITTED BY: _____	
Signature	Name and Title
Date	

LCP-ARI

C. For any amount identified in item B for which approval of forfeiture not requested from the Labor Commissioner, please explain below:

Project Name	Amount Assessed	Amount Recovered	Explanation
Total			

D. For any amount identified in item B for which approval of forfeiture was requested from the Labor Commissioner, please provide the following:

Project Name	Amount Assessed		Amount Recovered		Total
	LC § 1775	LC § 1813	LC § 1775	LC § 1813	
Total					

E. Identify cases that are or were the subject of LC § 1742 proceedings.

Project Name	Contractor	Nature of Violation	ODL Case #	Current Status

F. Did you refer any contractor to the Labor Commissioner for debarment per LC § 1777.1?

Please check one: Yes No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral:

G. Did you refer any apprenticeship violation to the Division of Apprenticeship Standards (DAS)?

Please check one: Yes No

If yes, identify affected contractor(s) or subcontractor(s) and date(s) of referral:

AUDIT RECORD WORKSHEETS, PUBLIC
WORKS INVESTIGATIVE WORKSHEET,
PUBLIC WORKS AUDIT WORKSHEET
AND PREVAILING WAGE
DETERMINATION SUMMARY-

ADDENDUM C

WAGE DETERMINATION INFORMATION

CODE NO.	CLASSIFICATION	WAGE DETERMINATION NO.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

PREVIOUS WAGE DETERMINATION SUMMARY

CODE NO.	CLASSIFICATION	EFF. DATE	HOURLY RATE	CONTRIBUTIONS	TRAINING	TIME 1/2	SUNDAY	TRAVEL 5	TRAVEL 9	OTHER
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										

REVIEW AND ENFORCEMENT REPORT FORM-ADDENDUM D

Suggested Single Project Labor Compliance Review and Enforcement Report Form
[Appendix C following 8 CCR §16434]

Awarding Body: _____

Project Name: _____

Name of Approved Labor Compliance Program: _____

Bid Advertisement Date: _____

Acceptance Date: _____

Notice of Completion Recertification Date: _____

Summary of Labor Compliance Activities

1. Contract Documents Containing Prevailing Wage Requirements (Identify)

2. Prejob Conference(s) -- Attach list(s) of attendees and dates

3. Notification to Project Workers of Labor Compliance Program's Contact Person. (Explain Manner of Notification for each project work site.)

4. Certified Payroll Record Review

a. CPRs Received From:

<u>Contractor/Subcontractor</u>	<u>For weeks ending ("w/e") through w/e</u>
_____	_____
_____	_____
_____	_____
_____	_____

b. Classifications identified in CPRs and applicable Prevailing Wage Determinations

<u>Classification</u>	<u>Determination No.</u>
_____	_____
_____	_____
_____	_____
_____	_____

5. Further investigation or audit due to CPR review, information or complaint from worker or other interested person, or other reason:

a. Independent Confirmation of CPR Data

<u>Contractor/Subcontractor</u>	<u>Worker Interviews (Yes/No)</u>	<u>Reconciled CPRs with Paychecks or Stubs (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Employer Payments (Health & Welfare, Pension, Vacation/Holiday) Confirmation

<u>Contractor/Subcontractor</u>	<u>Recipients of Employer Payments</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. Contributions to California Apprenticeship Council or Other Approved Apprenticeship Program

<u>Contractor/Subcontractor</u>	<u>Recipients of Contributions</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. **Additional Wage Payments or Training Fund Contributions Resulting from Review of CPRs**

<u>Contractor/Subcontractor</u>	<u>Additional amounts Paid to Workers</u>	<u>Additional Training Fund</u>	<u>Explanation</u>
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*

* Use separate page(s) for explanation

6. **Complaints Received Alleging Noncompliance with Prevailing Wage Requirements.**

<u>Name of Complainant</u>	<u>Date Received</u>	<u>Resolution or Current Status</u>
_____	_____	*
_____	_____	*
_____	_____	*
_____	_____	*

*Use separate page(s) to explain resolution or current status

7. **Requests for Approval of Forfeiture to Labor Commissioner**

<u>Contractor/Subcontractor</u>	<u>Date of Request</u>	<u>Approved/Modified/Denied</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. **Litigation Pending Under Labor Code Section 1742**

<u>Contractor/Subcontractor</u>	<u>DIR Case Number</u>
_____	_____
_____	_____
_____	_____

9. (Check one): _____ Final report this project _____ Annual report this project

 Authorized Representative for Labor Compliance Program

**REQUEST FOR APPROVAL OF
FORFEITURE –SUGGESTED FORMAT**

ADDENDUM E

Labor Compliance Program Regulations – APPENDIX D

REQUEST FOR APPROVAL OF FORFEITURE -- Suggested format

1. AWARDING BODY / THIRD PARTY LCP:

Name and Contact Information:	Date of Request:
Name and Contact Information for Awarding Body if different from LCP:	LCP Approval Status (specify if either interim or temporary or if LCP has extended authority):

2. PROJECT INFORMATION:

Project Name:	Contract Number:
Project Location:	
Bid Advertisement Date:	Estimated Date Project is to be completed:
Acceptance Date of Project by the Awarding Body:	Notice of Completion/Date Recorded with County Recorder:
Other Relevant Deadline (specify):	Amount being held in Retention:

3. CONTRACTOR INFORMATION:

Name and address of Affected Contractor:	Name and address of Affected Subcontractor:
General Description of Scope of Work of the Native Project:	
General Description of Scope of Work covered in the proposed Forfeiture (describe and attach relevant portions of contract or subcontract):	

4. LABOR COMPLIANCE PROGRAM INVESTIGATION AND FINDINGS:

Total Amount of Request for Notice of Withholding of Contract Payments:			
Wages Due:	Training Funds Due:	Total Penalties Due:	Potential Liquidated Damages [Wages + Training Funds]:
LC 1775 Penalties Due:	LC 1813 Penalties Due:	LC 1776 Penalties Due:	Other:

(Provide narrative summaries covering the following):

- A. *Statement of Issues.*
- B. *Investigative Report (detailed narrative including but not limited to how the investigation was conducted including worker declarations, reviewing certified payroll records, verification of employer payment contributions, etc.).*
- C. *Audit Report (detailed explanation of how audit was completed addressing each of the issues above).*
- D. *Affected contractor and subcontractor information (how affected contractor and subcontractor were informed of potential violations; summary of their response with respect to violations and penalty issues; and any other information considered in determining recommended penalties).*
- E. *Recommended penalties under Labor Code Section 1775(a) and basis for recommendation, including how factors in subsection (a)(2) of Section 1775 were applied to arrive at the recommended amount(s).*

ATTACHMENTS

- 1. Audit Summary (Appendix B)
- 2. 1st Bid Advertisement Publication
- 3. Notice of Completion
- 4. Scope of Work
- 5. Complaint form(s) and Declarations, if any

Send the Request and all Attachments to:

Division of Labor Standards Enforcement
 Bureau of Field Enforcement
 Attn: Regional Manager
 300 OceanGate Blvd., No. 850
 Long Beach, CA 90802

COPIES OF THIS REQUEST, INCLUDING ALL ATTACHMENTS, SHALL BE SERVED ON THE AFFECTED CONTRACTOR AND AFFECTED SUBCONTRACTOR AT THE SAME TIME THAT IT IS SENT TO THE DIVISION OF LABOR STANDARDS ENFORCEMENT.

**NOTICE OF TRANSMITTAL AND NOTICE OF
OPPORTUNITY TO REVIEW EVIDENCE
PURSUANT TO LABOR CODE SECTION 1742
(b) – ADDENDUM F**

LABOR COMPLIANCE PROGRAM	(SEAL)
Review Office - Notice of Withholding of Contract Payments	
Phone: _____ Fax: _____	In Reply Refer to Case No.:
Date: _____	

Notice of Transmittal

To: Department of Industrial Relations
Office of the Director-Legal Unit
Attention: Lead Hearing Officer
P. O. Box 420603
San Francisco, CA 94142-0603

Enclosed herewith please find a Request for Review, dated _____, postmarked
_____, and received by this office on _____.

Also enclosed please find the following:

- _____ Copy of Notice of Withholding of Contract Payments
- _____ Copy of Audit Summary

LABOR COMPLIANCE PROGRAM

By: _____

cc: Prime Contractor
Subcontractor
Bonding Company

Please be advised that the Request for Review identified above has been received and transmitted to the address indicated. Please be further advised that the governing procedures applicable to these hearings are set forth at Title 8, California Code of Regulations sections 17201-17270. These hearings are not governed by Chapter 5 of the Government Code, commencing with section 11500.

<p>LABOR COMPLIANCE PROGRAM</p> <hr/> <p>Review Office - Notice of Withholding of Contract Payments</p> <hr/> <hr/> <p>Phone: _____ Fax: _____</p>	<p>(SRAT.)</p>
<p>Date: _____</p>	<p>In Reply Refer to Case No.: _____</p>

Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b)

To: **Prime Contractor**

Subcontractor

Please be advised that this office has received your **Request for Review**, dated _____ and pertaining to the Notice of Withholding of Contract Payments issued by the Labor Compliance Program in Case No. _____.

In accordance with Labor Code section 1742(b), this notice provides you with an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review, and the procedures for reviewing such evidence.

Rule 17224 of the Prevailing Wage Hearing Regulations provides as follows:

(a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the affected contractor or subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing of the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the affected contractor or subcontractor the option at said party's own expense to either (i) obtain copies of all such evidence through a commercial copying service or (ii) inspect and copy such evidence at the office of the Enforcing Agency during normal business

hours; or if (2) the Enforcing Agency at its own expense forwards copies of all such evidence to the affected contractor or subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; *provided that*, this deadline may be extended by written request or agreement of the affected contractor or subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code section 1742(b) and this Rule, shall preclude the enforcing agency from introducing such evidence in proceedings before the Hearing officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), *provided that*, such evidence is promptly disclosed to the affected contractor or subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another party in the proceeding.¶

In accordance with the above Rule, please be advised that the Labor Compliance Program's procedure for you to exercise your opportunity to review evidence is as follows:

Within five calendar days of the date of this notice, please transmit the attached Request to Review Evidence to the following address:

Attention: _____

Request to Review Evidence

To: _____

From: _____

Regarding Notice of Withholding of Contract Payments Dated _____

Our Case No.: _____

The undersigned hereby requests an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review.

Phone No.: _____

Fax No.: _____

**NOTICE TO WITHHOLD CONTRACT
PAYMENTS - ADDENDUM G**

<p>Labor Compliance Program</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Date: _____</p>	<p>(SEAL)</p> <p>In Reply Refer to Case No: _____</p>
--	---

Notice of Withholding of Contract Payments

Awarding Body	Work Performed in County of
Project Name	Project No.
Prime Contractor	
Subcontractor	

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Labor Compliance Program for _____ (Awarding Body) has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code sections 1771.5 and 1771.6, the Labor Compliance Program hereby issues this Notice of Withholding of Contract Payments.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

The Labor Compliance Program has determined that the total amount of wages due is: \$ _____

The Labor Compliance Program has determined that the total amount of penalties assessed under Labor Code sections 1775 and 1813 is: \$ _____

The Labor Compliance Program has determined that the amount of penalties assessed under Labor Code section 1776 is: \$ _____

LABOR COMPLIANCE PROGRAM

By: _____

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of this Notice of Withholding of Contract Payments (NWCP) by transmitting a written request to the office of the Labor Compliance Program that appears below within 60 days after service of the notice. **To obtain a hearing, a written Request for Review must be transmitted to the following address:**

Labor Compliance Program

Review Office-Notice of Withholding of Contract Payments

A **Request for Review** either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing within 20 days of the Labor Compliance Program's receipt of the written **Request for Review**.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code Section 1742.1 (c), the Labor Compliance Program shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this Notice. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this notice must be transmitted to _____ at the following address:

Liquidated Damages

In accordance with Labor Code section 1742.1 (a), after 60 days following the service of this Notice of Withholding of Contract Payments, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof that still remain unpaid. If this Notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing this Notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1 (b), there shall be no liability for liquidated damages if the full amount found due in this Notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of this Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

In lieu of a cash deposit, the contractor may post an undertaking with the Department in full amount of the Notice of Withholding of Contract Payments. The undertaking shall be on the condition that, if any decision is issued by the Director upholding this Notice in any respect, the contractor shall pay the amount owed pursuant to a decision that is final under Labor Code Section 1742, unless the parties have executed a settlement agreement for the payment of some other amount, in which case the contractor shall pay the

amount that the contractor is obligated to pay under the terms of the settlement agreement. The undertaking must provide that if the contractor fails to pay the amount owed within 10 days of the date the decision is final or the execution of the settlement agreement, a portion of the undertaking equal to the amount owed, or the entire undertaking if the amount exceeds the undertaking is forfeited to the Labor Commissioner for the State of California for the purpose of satisfying the amounts owed under this Notice. A payment bond obtained by a contractor for the public works project which is the subject to this Notice shall not be accepted as an undertaking unless the following two conditions are completely satisfied: (1) the payment bond provides the payment of the full amount of this Notice, including but not limited to, all wages, training, trust contributions, and penalties, and (2) the conditions of payment set forth above are expressly agreed to by the affected contractor(s) and the surety which issued the payment bond. The undertaking should be forwarded to the Department as directed below. The Department's Accounting Office will hold the undertaking until the administrative and judicial review is completed. The disbursement of the bond funds will follow the same process as described above for a cash deposit.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Notice of Withhold Contract Payments and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Notice is \$ _____.

Distribution:

Prime Contractor
Subcontractor
Surety(s) on Bond

Attach:

Audit Summary
Proof of Service

NOTICE OF TEMPORARY WITHHOLDING OF
CONTRACT PAMENTS DUE TO DELINQUENT
OR INADEQUATE PAYROLL RECORDS -
ADDENDUM H

[Name and Contact Information for person issuing Notice]	
Date:	Case or Contract No.:

NOTICE OF TEMPORARY WITHHOLDING OF CONTRACT PAYMENTS DUE TO DELINQUENT OR INADEQUATE PAYROLL RECORDS (8 CCR §16435)

Awarding Body:	Work performed in County of:
Project Name and Number (if any):	
Prime Contractor:	
Subcontractor:	

Pursuant to Labor Code §1771.5(b)(5) and 8 CCR §16435, contract payments are being withheld due to delinquent or inadequate payroll records.

Contractor or subcontractor whose payroll records are delinquent or inadequate:

- The following payroll records are delinquent (specify weeks and due dates):

- The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

See page 2 for additional information, including appeal rights.

Labor Compliance Officer

Prime Contractor Obligations: If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

Notice of Right to Obtain Review -- Expedited Hearing

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435. To obtain an expedited hearing, a written request must be transmitted to the both the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:*

[Name of Labor Compliance Officer,
address, and fax number]

Office of the Director – Legal Unit
Attention: Lead Hearing Officer
Expedited Hearing Request
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

Important Additional Information: This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

Enclosure - text of 8 CCR §16435

§16435. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate.

(a) "Withhold" means to cease payments by the Awarding Body, or others who pay on its behalf, or agents, to the general contractor. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

(b) "Contracts." Except as otherwise provided by agreement, only contracts under a single master contract, including a Design-Build contract, or contracts entered into as stages of a single project, may be the subject of withholding.

(c) "Delinquent payroll records" means those not submitted on the date set in the contract.

(d) "Inadequate payroll records" are any one of the following:

(1) A record lacking any of the information required by Labor Code Section 1776;

(2) A record which contains all of the required information but is not certified, or is certified by someone who is not an agent of the contractor or subcontractor;

(3) A record remaining uncorrected for one payroll period after the Labor Compliance Program has given the contractor or subcontractor notice of inaccuracies detected by audit or record review. However, prompt correction will stop any duty to withhold if such inaccuracies do not amount to one (1) percent of the entire Certified Weekly Payroll in dollar value and do not affect more than half the persons listed as workers employed on that Certified Weekly Payroll, as defined in Labor Code Section 1776 and section 16401 of Title 8 of the California Code of Regulations.

(e) The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The Awarding Body shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; *provided that* a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

(f) When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.

(g) No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

(h) In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

DAS FORMS - ADDENDUM I

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send this information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/fas/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CORPORATION'S MAIL ADDRESS (NY)
ADDRESS: STREET - NUMBER IN STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXPIRES (YY)
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	DATE OF EXPECTED OR ACTUAL START OF PROJECT
	ESTIMATED NUMBER OF JOBS/ACTIVE HOURS
THIS FORM IS BEING SENT TO: NAME & ADDRESS OF APPRENTICESHIP PROJECT (NAME)	OCCUPATION OF APPRENTICE
	ESTIMATED NUMBER OF APPRENTICES HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(c) California Code of Regulations.

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2. We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeymen.

Signature _____ Date _____
 Typed Name _____
 Title _____

State of California - Department of Industrial Relations DIVISION
 OF APPRENTICESHIP STANDARDS

State of California
 Department of Industrial Relations
 California Apprenticeship Council
 P.O. Box 420603
 San Francisco, CA 94142

TRAINING FUND CONTRIBUTIONS

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check payable to the California Apprenticeship Council may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprenticeship Council for federal, public works projects, unless the project is administered by a public agency or for non-apprenticeable occupations such as utility technicians, lead abatement worker, etc.

**California Apprenticeship
 Council**

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE SUCCESSFUL SUBMISSION AND PROCESS OF PAYMENT.

NAME AND ADDRESS OF CONTRACTOR(S) CONTRIBUTING		CONTRACTOR'S LICENSE NUMBER	
NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT		CONTRACT OR PROJECT NUMBER	
		JOB SITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - (SOME NAME OF SCHOOL, HOSPITAL, BUSINESS, etc)	
		PERIOD COVERED BY CONTRIBUTION (FROM - TO)	
CLASSIFICATION OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC)	COUNTY WORK PERFORMED IN	ACT. HOURS	CONTRIBUTION RATE PER HOUR
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
TOTAL			\$ 0.00
IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICES HOURS WORKED			
TYPE OR PRINT YOUR NAME AND TITLE		DATE	
EMAIL		MFA LICENSE & TELEPHONE NUMBER	

DAD 2 (2/98)12

TRAINING FUND CONTRIBUTION

**DIR A-1-131 PAYROLL REPORTING FORM
AND FRINGE BENEFIT STATEMENT -
ADDENDUM J**

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name - print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

Statement of Employer Payments

Date:		In Reply, Refer to Case No.:
Prime:		
Subcontractor:		
PROJECT NAME:		
PROJECT CONTRACT NO.:		County/location:
HEALTH AND WELFARE		
NAME OF PLAN		Address, City and Zip
ADMINISTRATOR		Address, City and Zip
CLASSIFICATION(S) USED		CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	WEEKLY	MONTHLY
		QUARTERLY
		ANNUALLY
PENSION		
NAME OF PLAN		Address, City and Zip
ADMINISTRATOR		Address, City and Zip
CLASSIFICATION(S) USED		CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	WEEKLY	MONTHLY
		QUARTERLY
		ANNUALLY
VACATION/HOLIDAY		
NAME OF PLAN		Address, City and Zip
ADMINISTRATOR		Address, City and Zip
CLASSIFICATION(S) USED		CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	WEEKLY	MONTHLY
		QUARTERLY
		ANNUALLY
TRAINING		
NAME OF PLAN		Address, City and Zip
ADMINISTRATOR		Address, City and Zip
CLASSIFICATION(S) USED		CONTRIBUTION PER CLASSIFICATION PER HOUR
CONTRIBUTIONS:	WEEKLY	MONTHLY
		QUARTERLY
		ANNUALLY



IF YOU USE OTHER PLANS NOT LISTED ABOVE, YOU MAY USE THE BACK OF THIS FORM TO PROVIDE THIS ADDITIONAL INFORMATION

PW 26

**SUGGESTED CHECKLIST OF LABOR LAW
REQUIREMENTS (CCR 16421) - ADDENDUM K**

Appendix A

Suggested Checklist of Labor Law Requirements to Review at Prejob Conference, Section 16421, with suggested Certification by subcontractor.

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following items:

- (1) The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
- (2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
- (4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
- (5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
- (7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
- (8) The requirement to list all subcontractors under Public Contracts Code Section 4104;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
- (10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;
- (11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;
- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.

Certification:

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of {name of subcontractor}.

Date

Name of person signing and company



City of Kerman

"Where Community Comes First"

MAYOR
Stephen B. Hill

MAYOR PRO-TEM
Gary Yep

COUNCIL MEMBER
Rhonda Armstrong

COUNCIL MEMBER
Nathan Fox

COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: CITY ATTORNEY
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: NOVEMBER 4, 2015

To: Mayor and City Council
From: John Kunkel, Interim City Manager
Subject: Resolution Approving Special Counsel Services Agreement for Pitchess Motions and Related Police Matters

RECOMMENDATION

Council by motion approve resolution approving Special Counsel Services Agreement with Gilmore Magness Leifer for legal services related to criminal proceedings.

EXECUTIVE SUMMARY

The proposed Special Services Agreement calls for the handling of Pitchess Motions, discovery, and representation of the City and Police Department in Criminal Court and related administrative proceedings by separate contract with the Gilmore Magness Leifer firm. The work would be handled solely by attorney Tim Logoluso who joined that firm after the dissolution of the Henry, Logoluso & Blum firm. The City Attorney, Police Chief, and I agree that handling these matters by Mr. Logoluso will create efficiencies and cost savings to the City.

OUTSTANDING ISSUES

None.

DISCUSSION

A couple of months ago the Police Department received seven subpoenas relating to the double homicide case (De Bartolo) that occurred in Kerman about 6 years ago. Over the years, attorney Tim Logoluso has handled numerous proceeding in criminal court regarding this case. The subpoenas filed related to proceedings that have been visited and revisited by defendants in the DeBartolo cases. At that time, it was determined by the City Attorney, Police Chief, and Interim City Manager that having Mr. Logoluso handle defense of the City regarding the seven subpoenas would be more cost effective and efficient. The criminal proceedings are taking significant time and require much more work than anticipated. While the work in August was performed by Mr. Logoluso through City Attorney Montoy's office, after further discussion, we all agree that a direct contract with Mr. Logoluso would be more productive and eliminate additional monitoring by Ms. Montoy. Mr. Logoluso has handled all Pitchess Motions filed against the Police Department for the last twenty years and is very familiar with the Police Department. As the Blum firm is now dissolved and Mr. Logoluso now works with the Gilmore Magness Leifer firm, the proposed agreement is with that firm. The compensation and other requirements in the contract mirror those in the contract between the City and Ms. Montoy.

FISCAL IMPACT

The hourly rate to be paid is the same as would be paid to the City Attorney. As noted, the City Attorney, Police Chief, and I agree there would be savings because of Mr. Logoluso's experience with criminal proceedings dealing with the Police Department and in particular the De Bartolo case.

PUBLIC HEARING

None

Attachments:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 15-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING SPECIAL COUNSEL SERVICES AGREEMENT WITH THE GILMORE MAGNESS LEIFER LAW FIRM

WHEREAS, attorney Tim Logoluso of the Henry, Blum & Logoluso firm has handled numerous proceedings in criminal court regarding relating to Police Department matters such as Pitchess Motions and subpoenas; and

WHEREAS, recently there has been considerable activity in Criminal Court concerning the De Bartolo murder of a few years back and Tim Logoluso has familiarity with the criminal cases regarding the De Bartolo murder from defending the City; and

WHEREAS, upon receipt of numerous subpoenas regarding the De Bartolo case, it was determined by the City Attorney, Police Chief, and Interim City Manager that having Logoluso handle defense of the City regarding the seven subpoenas would be more cost effective and efficient and his work was invoiced through the City Attorney; and

WHEREAS, the criminal proceedings are taking significant time and require much more work than anticipated and there has also been an increase in Pitchess Motions, a direct contract with Mr. Logoluso's firm Gilmore Magness Leifer would be more efficient and productive and would eliminate additional monitoring by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Kerman as follows:

- Section 1. The foregoing recitals are true and correct and are incorporated by reference.
- Section 2. The Special Counsel Services Agreement (Exhibit 'A') with Gilmore Leifer Magness is approved.
- Section 3. The City Manager is authorized and directed to sign the Special Services Agreement.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 4th day of November, 2015, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

SPECIAL COUNSEL SERVICES AGREEMENT

This Special Services Agreement ("Agreement") is entered into by and between _____ ("FIRM"), and the City of Kerman, a municipal corporation ("CITY").

RECITALS

- A. WHEREAS, CITY desires to contract for professional legal services in the capacity of Special Counsel; and
- B. WHEREAS, Timothy V. Logoluso of FIRM has the legal competence and expertise to provide professional legal services as Special Counsel; and
- C. WHEREAS, City desires to retain FIRM'S services.
- D. NOW, THEREFORE, CITY and FIRM agree as follows:

AGREEMENT

- 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.
- 2. Scope of Services. FIRM agrees to perform legal services as Special Counsel for CITY and to do so in a timely, efficient and effective manner. FIRM shall provide advice, consultation, and representation to City and Kerman Police Department on Pitchess Motions, discovery, and related police matters in criminal court proceedings and administrative proceedings. It is understood that primary services will be provided by Timothy V. Logoluso.
- 3. Compensation. CITY shall compensate FIRM for legal services at hourly rates as follows: \$195.00 per hour. CITY shall reimburse FIRM for reasonable and necessary out-of-pocket expenses directly related to the legal services such as courier charges, overnight mailing, and extraordinary printing and reproduction expenses. It is understood that FIRM shall not be reimbursed for mileage within Fresno County and shall not be reimbursed for any secretarial or clerical services, or normal office operating expenses, with the exception of those charges and expenses stated in the immediately preceding sentence.
- 4. Billings and Payments Firm shall submit its billing statement monthly in arrears, in increments of one-tenth (.10) of an hour, no later than the tenth of the month following the month service was rendered. The billing statement shall be submitted to the Superintendent or his designee. Billing statements shall document related

tasks on a daily basis. The billing statements shall be prepared and organized in manner that facilitates an efficient review of the services performed and expenses incurred in order to provide CITY with a clear and complete understanding of how time was devoted to specific tasks and the fees and costs associated therewith.

CITY shall make payments for services rendered under this Agreement monthly based on the monthly itemized billing statement FIRM submits to CITY.

5. Term and Termination. This Agreement shall be effective from the date of full execution and shall continue in full force and effect unless otherwise terminated earlier by one of the parties.

5.1 CITY reserves the right to discharge FIRM and terminate this Agreement at any time. In the event of such discharge or termination, the CITY shall compensate FIRM for its services rendered and expenses necessarily incurred up to and including the date of termination. CITY shall terminate services and/or the Agreement by delivering to FIRM a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination.

5.2 FIRM may terminate this Agreement at any time by giving the CITY not less than thirty (30) days prior written notice. The notice shall specify the effective date of and reason for termination. If FIRM elects to terminate this Agreement, CITY's rights under any pending matter which may arise from FIRM's services hereunder shall not be prejudiced due to such termination as required by the Rules of Professional Conduct of the State Bar of California.

6. Insurance. During the term of this Agreement, FIRM shall provide and maintain the following insurance coverage. Insurance shall include, but not be limited to:

6.1 Professional Liability insurance with limits of coverage of not less than one million dollars (\$1,000,000.00) per claim made, with a three million dollars (\$3,000,000.00) annual aggregate

6.2 A policy of comprehensive general liability insurance with limits of coverage of not less than one million dollars (\$1,000,000.00) per occurrence. Such insurance shall include automobile insurance coverage; provided however, if FIRM maintains comprehensive general liability insurance that does not cover a loss in connection with an automobile, FIRM shall also obtain and maintain automobile liability insurance coverage with limits of coverage of not less than three hundred thousand (\$300,000.00) per occurrence.

6.3 A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California covering all persons providing services on behalf of FIRM and all risks to such persons under this Agreement.

Failure on the part of FIRM to procure or maintain required insurance shall constitute a material breach of contract and CITY may immediately terminate this Agreement.

7. Independent Contractor. In performance of the work, duties and obligations assumed by FIRM under this Agreement, it is mutually understood and agreed that FIRM, including any and all of FIRM's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, joint venturer, partner, or associate of CITY.

8. Compliance with Law.

8.1 FIRM shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference. In particular, FIRM shall comply with all Rules of Professional Conduct of the State Bar of California, with confidentiality laws and regulations and with conflict of interest laws and regulations.

8.2 FIRM shall indemnify and hold CITY harmless from any loss, damage or liability resulting from a violation on FIRM's part of such laws, rules, regulations or ordinances.

9. Miscellaneous.

9.1 Consent Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

9.2 Controlling Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

9.3 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

9.4 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

9.5 Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

9.6 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

9.7 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

9.8 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

9.9 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

9.10 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

9.11 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Fresno or in the United States District Court for the Eastern District of California.

9.12 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

Dated: _____, 2015

Dated: _____, 2015

GILMORE MAGNESS & LEIFER,
a Professional Corporation

CITY OF KERMAN

Marcus Magness
President

John H. Kunkel
Interim City Manager