

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY)	
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): Purchasing and Contracting		DATE: 10/18/2016	
SUBJECT: Living Wage Ordinance Report for Fiscal Year 2016					
PRIMARY CONTACT (NAME, PHONE): Michele Alano,(619) 236-6172 MS 56P			SECONDARY CONTACT (NAME, PHONE): Matthew Helm, (619) 236-6104 MS 56P		
COMPLETE FOR ACCOUNTING PURPOSES					
FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00
FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00
COST SUMMARY (IF APPLICABLE): None					
ROUTING AND APPROVALS					
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	
Liaison Office		ORIG DEPT.	Helm, Matthew	10/20/2016	
		CFO			
		DEPUTY CHIEF	Villa, Ron	10/24/2016	
		COO			
		CITY ATTORNEY	Cristich, Jill		
		COUNCIL PRESIDENTS OFFICE			
PREPARATION OF:	<input type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
STAFF RECOMMENDATIONS: Information Only Item					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):	All				
COMMUNITY AREA(S):	All				
ENVIRONMENTAL IMPACT:	None				
CITY CLERK	None				

INSTRUCTIONS:	
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**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 10/18/2016

ORIGINATING DEPARTMENT: Purchasing and Contracting

SUBJECT: Living Wage Ordinance Report for Fiscal Year 2016

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Michele Alano/(619) 236-6172 MS 56P

DESCRIPTIVE SUMMARY OF ITEM:

The Purchasing & Contracting Department has created the Living Wage Ordinance Report for Fiscal Year 2016 to provide the City Council and the public a detailed list of activities undertaken to administer and enforce the City of San Diego's Living Wage Ordinance.

STAFF RECOMMENDATION:

Information Only Item

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

This annual report describes administration of the Living Wage Ordinance [LWO] during Fiscal Year 2016 (July 1, 2015 – June 30, 2016) in compliance with the San Diego Municipal Code [SDMC] § 22.4235(c). The LWO was adopted in June 2005 and became effective July 1, 2006. The LWO requires employers to compensate employees who work on applicable service contracts specific wage and benefit rates.

This report outlines the administrative and enforcement activities undertaken in FY 2016 to accomplish the intent of the LWO.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #2: Foster services that improve quality of life

Objective: Improve the quality and timeliness of project delivery

FISCAL CONSIDERATIONS:None

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):N/A

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):None

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:None

KEY STAKEHOLDERS AND PROJECTED IMPACTS:None

Helm, Matthew

Originating Department

Deputy Chief/Chief Operating Officer



THE CITY OF SAN DIEGO

Report to the City Council

DATE ISSUED: January 24, 2017

REPORT NO: 16-092

ATTENTION: Budget and Government Efficiency Committee Agenda of February 2, 2017

SUBJECT: Living Wage Ordinance Report for Fiscal Year 2016

REFERENCE: Living Wage Ordinance: San Diego Municipal Code Chapter 2, Division 42

REQUESTED ACTION:

This is an information only item.

STAFF RECOMMENDATION:

This is an information only item.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

This annual report describes administration of the Living Wage Ordinance [LWO] during Fiscal Year 2016 (July 1, 2015 – June 30, 2016) in compliance with the *San Diego Municipal Code* [SDMC] § 22.4235(c). The LWO was adopted in June 2005 and became effective July 1, 2006. The LWO requires employers to compensate employees who work on applicable service contracts specific wage and benefit rates. For additional information a copy of the SDMC has been included with this report as Attachment I.

This report provides updates on the following activities in Fiscal Year 2016:

- LWO Administration
- LWO Annual Wage Adjustment
- LWO Covered Contracts
- LWO Covered Employers
- LWO Compliance Reviews
- LWO Complaints
- LWO Amendments

The Purpose and Intent (SDMC §22.4201) of the Living Wage Ordinance states, in part:

“It is the experience of the City that many of these services to the public and to the City are provided by workers who live at or below the poverty line. This division provides that when agreements ... are extended by the City to private businesses these taxpayer funded benefits are used in a way that advances the interests of the City as a whole, by creating jobs that keep workers and their families out of poverty.”

This report outlines the administrative and enforcement activities undertaken in FY 2016 to accomplish the intent of the LWO.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #2: Foster services that improve quality of life

FISCAL CONSIDERATIONS:

N/A

EQUAL OPPORTUNITY CONTRACTING INFORMATION (if applicable):

N/A

PREVIOUS COUNCIL and/or COMMITTEE ACTIONS:

N/A

COMMUNITY PARTICIPATION AND OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

N/A

signature on file

Originating Department

signature on file

Deputy Chief/Chief Operating Officer

Living Wage Ordinance Fiscal Year 2016 Annual Report January 2017



**Purchasing &
Contracting**

signature on file

Kristina Peralta
Purchasing & Contracting Department
Director

signature on file

Ronald H. Villa
Deputy Chief Operating Officer, Internal
Operations

INTRODUCTION

The Living Wage Ordinance [LWO] Fiscal Year 2016 Annual Report presents the activities of the Living Wage Program during the fiscal year.

- **LWO Administration:** The Living Wage Program performs a wide range of programmatic and administrative functions to ensure compliance with Living Wage Ordinance requirements which include:
 - Serving a broad customer base through direct responses to inquiries;
 - Maintaining detailed program information on Purchasing & Contracting Department's website;
 - Reporting out all programmatic activities to City Council annually as required by SDMC § 22.4235(c);
 - Processing Exemption Requests if a contractor is eligible; and
 - Conducting trainings for our internal and external customers.
 - **LWO Annual Wage Adjustment:** An annual increase in the LWO rate of pay commensurate with the regional Consumer Price Index is required (SDMC § 22.4220(b)). LWO Program staff calculates, posts and distributes information about this increase prior to April 1 each year.
 - **LWO Covered Contracts:** LWO Program staff develop and maintain a list of service contracts covered by the Ordinance. Staff analyze SAP material code data and communicate with the Purchasing & Contracting Department Procurement Team. Program staff assist City departments in reviewing the scope of services for a contract to determine whether the contract is covered by the LWO.
 - **LWO Covered Employers:** LWO Program staff identifies covered employers, requests an annual Contractor Compliance Report (SDMC § 22.4225(d)) and disseminates LWO information for the upcoming fiscal year.
 - **LWO Compliance Reviews:** LWO Program staff proactively conducts LWO Compliance Reviews to identify and resolve noncompliance issues and assist contractors in understanding and meeting their LWO obligations. Staff reviews payroll records and interviews covered employees and City administrators (SDMC § 22.4235(a)).
 - **LWO Complaints:** Complaints may be received throughout the year and must be investigated and resolved per (SDMC § 22.4230 (a-i)). It is difficult to anticipate the number of Complaints received in any fiscal year; the number of Complaints received has ranged from zero to fifteen per fiscal year. Complaint investigations are prioritized to be resolved within sixty days.
 - **LWO Amendments:** Living Wage Ordinance Amendments were requested during FY2016 to increase clarity and expand coverage to certain type of contracts.
-

LWO PROGRAM ADMINISTRATION FY 2016

The LWO Program tasks include analysis and determination of LWO applicability on contracts; investigation and resolution of LWO complaints; completion of contract compliance reviews; compilation of annual compliance report from covered employers; record maintenance; provision of information to contractors, workers, City Facility operators, the public and City staff; and the update and distribution of related materials including the annual wage adjustment and *LWO Notice to Employee*.

In accordance with SDMC § 22.4235(a), *Rules Implementing the Living Wage Ordinance* are posted on the City's website at sandiego.gov/purchasing/programs/living-wage. Additional information is maintained on the City's website and updated as needed. A copy of the *Rules* is provided as Attachment II.

LWO Program Costs

The Living Wage Program is budgeted for 3.00 full-time equivalent [FTE] positions, 1.00 Supervising Management and 2.00 Senior Management Analysts.

Table 1: FY 2016 LWO Program Budget (Actual)

Number of FTE	Personnel Expense	Non-Personnel Expense	Total Budget
3	\$335,056.96	\$3,653.51	\$338,710.47

The City Attorney's Office expended staff time to support Living Wage enforcement. No litigation expenses were incurred during FY 2016.

LWO Annual Wage Adjustment

SDMC § 22.4220(b) stipulates an adjustment of hourly wage and health benefit rates effective every July 1 with the new rates to be posted on the City's website prior to April 1. The adjustment is based on the prior calendar year's Consumer Price Index for All Urban Consumers for the San Diego–Carlsbad–San Marcos Metropolitan Statistical Area as published by the U.S. Department of Labor, Bureau of Labor Statistics.

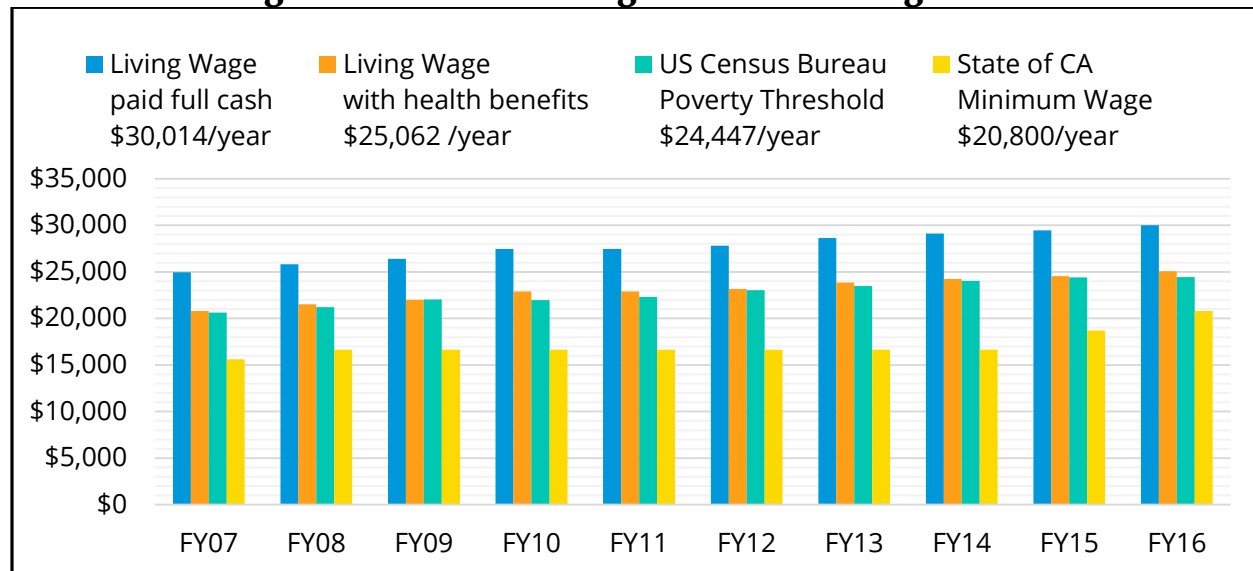
Table 2: City of San Diego Living Wage Rates

Fiscal Year	Effective Dates	Percentage Increase	Wage & Health Benefit Hourly Rate	Full Cash Hourly Rate
2017	July 1, 2016 - June 30, 2017	1.60%	\$12.21 + \$2.45	\$14.66
2016	July 1, 2015 - June 30, 2016	1.85%	\$12.02 + \$2.41	\$14.43
2015	July 1, 2014 - June 30, 2015	1.30%	\$11.80 + \$2.37	\$14.17
2014	July 1, 2013 - June 30, 2014	1.60%	\$11.65 + \$2.34	\$13.99
2013	July 1, 2012 - June 30, 2013	3.00%	\$11.47 + \$2.30	\$13.77
2012	July 1, 2011 - June 30, 2012	1.30%	\$11.14 + \$2.23	\$13.37
2011	July 1, 2010 - June 30, 2011	0.00%	\$11.00 + \$2.20	\$13.20
2010	July 1, 2009 - June 30, 2010	3.90%	\$11.00 + \$2.20	\$13.20
2009	July 1, 2008 - June 30, 2009	2.30%	\$10.58 + \$2.12	\$12.70
2008	July 1, 2007 - June 30, 2008	3.40%	\$10.34 + \$2.07	\$12.41
2007	July 1, 2006 - June 30, 2007	N/A	\$10.00 + \$2.00	\$12.00

Annual Earnings for Various Wage Rates

Figure 1, *Annual Earnings for Various Wage Rates*, compares annual incomes for Living Wage rates, California minimum wage rate and the U.S. Census Bureau's poverty threshold.

Figure 1: Annual Earnings for Various Wage Rates



LWO Covered Contracts

During Fiscal Year 2016, there were a total of 444 active LWO contracts with a value of \$55,875,000 as outlined on Table 3.

Table 3: FY 2016 LWO Contracts by Value & Number

Commodity	Amount	Number of Contracts
Landscape Maintenance	\$18,300,054	135
Facilities Maintenance	\$12,723,009	96
Waste Collection & Disposal	\$10,148,013	42
Security Guard	\$6,440,486	20
Janitorial	\$3,941,147	59
Towing	\$1,909,043	14
Parking Management	\$1,210,581	7
Pest Control	\$829,039	60
Tourism Promotion	\$340,000	1
Food Preparation	\$33,625	7
Grand Total:	\$55,875,000	444

The value is the Purchasing Agreement amount for each contract for the fiscal year. See Attachment III for the FY 2016 List of LWO Contracts.

Figure 2, represents the value of LWO contracts in FY 2016 by commodity type. The analysis of contracts costs shows that, consistent with prior years, Landscape Maintenance continues to be the largest portion of LWO contracts with \$18,300,055 or 33%, followed by Facility Maintenance \$12,723,099 or 22%, and Waste Collection & Disposal \$10,148,013 or 18% of LWO Contracts.

Figure 2: Value of LWO Contracts by Commodity Type

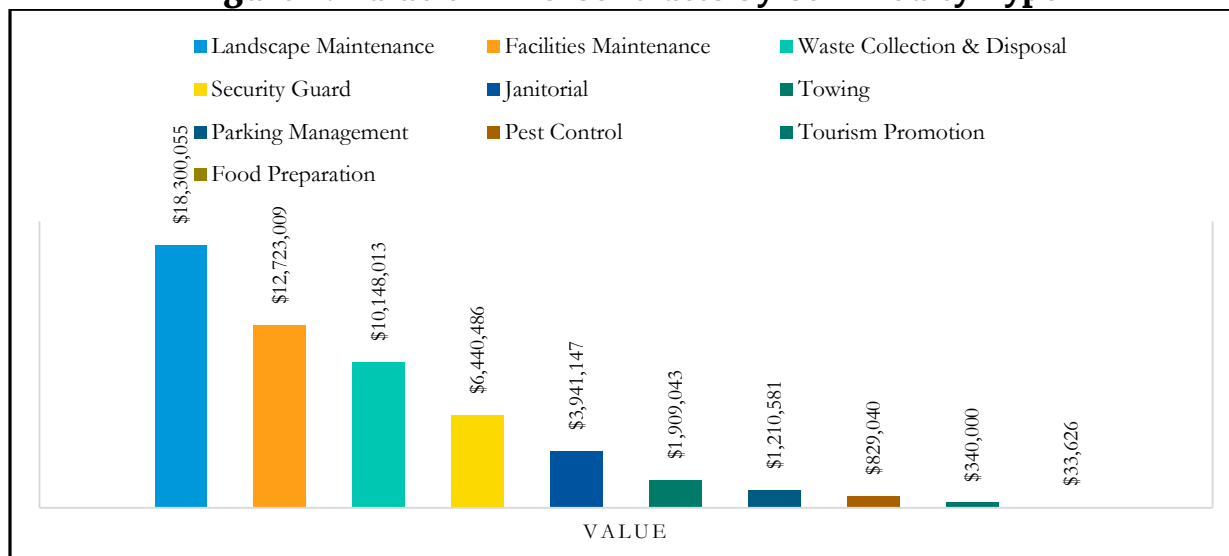
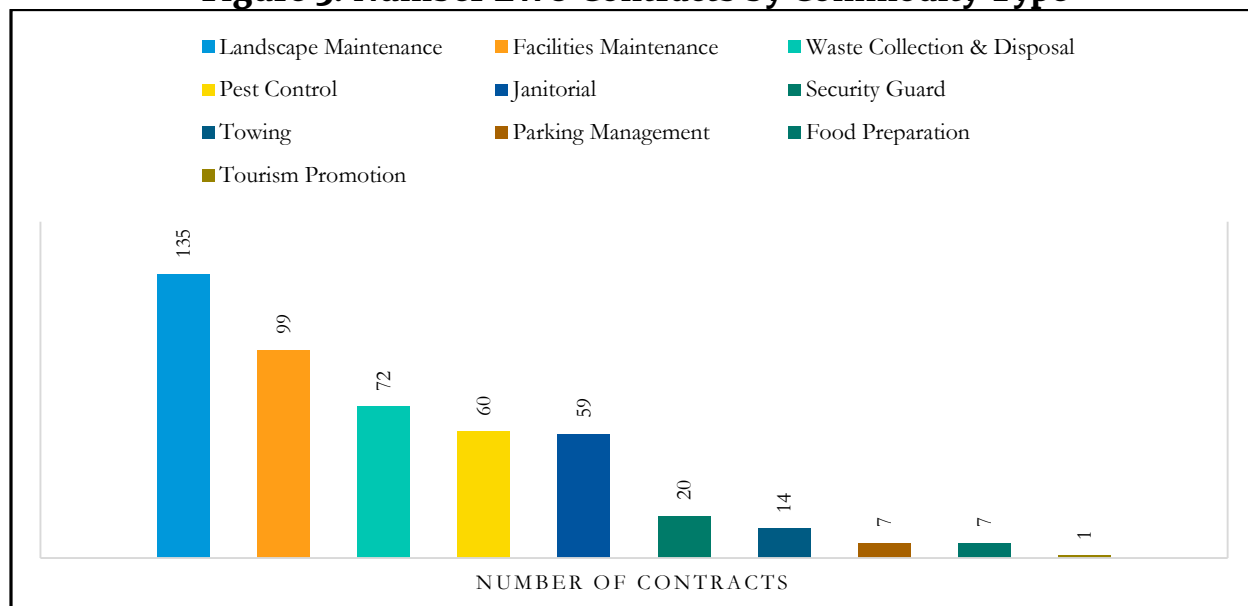


Figure 3, shows the number of living wage contracts in FY16 by commodity type. Landscape Maintenance has the most LWO Contracts with 135 or 37%, followed by Facility Maintenance with 99 or 22% and Waste Collection and Disposal with 72 or 16% of LWO Contracts.

Figure 3: Number LWO Contracts by Commodity Type



LWO Covered Employers

During Fiscal Year 2016, 130 covered employers held LWO contracts as listed below.

Table 4: List of Covered Employers

Covered Employers		
A O Reed	D2 Distributors, LLC	Quality Comm Pest Control
A to Z Enterprises	Data Clean Corp	Qualityway Building Service
Able Patrol & Guard	Dewey Pest Control	Rancho Santa Fe Security
ABM Parking Services	Diamond Environmental Svc	Rapid Dry Corporation
Acacia Landscape Company	DMS Services, LLC	Recall Secure Destruction Svc
Ace Parking Management, Inc	Doug's Filter Service, Inc	Recon Environmental, Inc
Ace Relocation Systems, Inc	Downstream Services, Inc	Reliable Tire Company
Ad Art, Inc	Downtown SD Partnership	Republic Services
Advantage Towing	Elite Show Services, Inc	Restoration Management Co.
Aegis Pest Services	Ericsson-Grant, Inc	Rochester Midland Corp.
Agricultural Pest Control	FRS Environmental, Inc	San Diego Air Duct Cleaning
Allied Gardens Towing	G4S Secure Solutions	SD Convention & Tourism
American Conservation Exp	GGG Demolition, Inc.	San Diego Landfill Systems
American Pest Control	Goldfield Stage Company	San Diego Power Clean
American Towing	Guardian Towing	San Diego Sportservice, Inc
Angelo's Towing & Recovery	Harmony Environmental Svcs	SDR Building & Engineering
Anytime Towing	Keep it Clean Janitor	Securitas Security Services
Aramark Sports & Entertnmnt	Kelly and Associates	Shred It USA
Asbury Environmental Services	Knotts Pest Control, Inc	Soil Safe of California, Inc
Atlas Environmental Services	Landcare Logic	South Bay Fence, Inc
Atlas Pumping Service	Landscapes USA, Inc	Southbay Heaven's Best
Aztec Landscaping, Inc	Lloyd Pest Control Co, Inc	Southland Aquatic Mgmt
Barkshire Laser Leveling Inc	Luth and Turley, Inc.	Stericycle, Inc
Bekker's West Coast Catering	MDP Catering & Events Inc	Super Q Food Truck
Bird Solutions	Merchants Building Maint	T & T Janitorial
Black Sage Environmental, Inc	Merkel And Associates Inc	Terminix Commercial
Blue Skies Landscape	Miller Environmental Inc	Termite Advisors
Brewer Lawn Maintenance, Inc	Natures Element Landscaping	The Signh Group
Burns & Sons Trucking, Inc	Natures Image	Torrey Pines Club Corp.
BWM, Inc	Nissho of CA	TP Janitorial Services
C & M Transfer	NMS Management, Inc	Treebeard Landscape, Inc
C&D Towing Specialists	Ocean Blue Environmental	United Pumping Service, Inc
California Conservation Corps	Orkin Pest Control	United Sites Services
CAM Services	Patriot Environmental	Valley Crest Tree Company
Cannon Pacific	Payne Pest Management, Inc	Vent Pros, Inc
Cartwright Termite & Pest Cntrl	Pestmaster Services, Inc	VIP Janitorial Service

Covered Employers		
Christian Brothers Cleaning	Ponderosa Landscape, Inc	Voigt Enterprises LLC
Clean Harbors Environmental	Powerland Equipment, Inc	We Got Ya! Pest Control
Colt Services, Inc	Precision Landscape	West Coast Arborists, Inc
Contemporary Design Landscap	Premier Carpet Care	West Coast Turf
Contemporary Services Corp	Prizm Janitorial Services, Inc	Westgate Hotel
Corporal Building Services	Pro Pacific Bee Removal	Westturf Landscape
Cortes Towing Enterprises	Pro Window Cleaning	-
Coverall Health Based Cleaning	Property Building Maintenance	-

LWO Compliance Reviews

SDMC § 22.4235(a) requires periodic reviews of appropriate records to verify compliance with LWO requirements. The City fosters working relationships with covered employers while identifying and resolving errors before they become pervasive. Compliance Reviews help ensure a level playing field for all participants in the City's service contract bid process.

Contracts for review are selected based on various risk factors including dollar value, time elapsed since last review or concerns of possible noncompliance. During the review, payroll records, employee manuals, project files, invoices, payments, and other documents are examined by LWO Program staff. Staff conducts interviews with covered employees in English or Spanish. Discrepancies, if any, are resolved before a Compliance Review is closed out. Table 5 shows the Compliance Review activities for FY 2016.

Some firms were found to have violations although no back-pay was due to covered workers.

Table 5: LWO Compliance Reviews FY 2016

Review Number	Firm	Findings	San Diego Municipal Code	Back-pay Recovered
R15-13A	Aramark Sports & Entertainment (Janitorial Services at Qualcomm Stadium)	Violations	§ 22.4220(a) § 22.4220(c) § 22.4225(b) § 22.4225(c)	\$6,432.95
R16-01A	Aztec Landscaping, Inc.	Violations	§ 22.4220(a)	\$16.42
R16-02H	Able Patrol & Guard	No violations		\$0
R16-03A	Atlas Environmental Services (Tree Trimming Services)	Violations	§ 22.4220(a) § 22.4220(c) § 22.4225(b) § 22.4225(c) § 22.4230(d)(2)	\$3,784.55
R16-04H	Landcare Logic	No violations		\$0
R16-05A	Clean Harbors Environmental (Household Hazardous Waste Management)	Violations	§ 22.4220(a) § 22.4220(c) § 22.4225(b) § 22.4225(c)	\$1,753.50
R16-06H	Landscapes USA	No violations		\$0

Review Number	Firm	Findings	San Diego Municipal Code	Back-pay Recovered
R16-07A	A to Z Enterprises (Towing services)	Violations	§ 22.4220(a)	\$533.12
R16-08H	Blue Skies Landscape	No violations		\$0
R16-09B	Contemporary Design Landscape	Violations	§ 22.4225(b)	\$0
R16-10H	Ocean Blue Environmental (Hazardous Waste Management Services)	No violations		\$0
R16-11A	Allied Gardens Towing	Violations	§ 22.4220(a)	\$272.52
R16-12A	Miller Environmental (Abatement Services)	Violations	§ 22.4210(c) § 22.4225(b)	\$0
R16-13A	Torrey Pines Golf Corporation (Bag Handling Services)	Violations	§ 22.4220(a) § 22.4220(c) § 22.4225(b) § 22.4225(c)	\$7,480.55
R16-14A	Premier Carpet Care	Violations	§ 22.4225(b) § 22.4225(c)	\$0
Grand Total				\$20,277.61

LWO Compliance Reviews constitute one of the most powerful tools available to verify compliance with LWO requirements. In Fiscal Year 2016 over 60% of the Compliance Reviews completed identified LWO violations. When monetary LWO violations were identified for failure to pay wages and benefits and failure to pay appropriate compensated leave the covered employers were required to make appropriate back pay to covered employees.

Covered employers were also required to correct non-monetary LWO violations such as failure to notify employees of LWO applicability, failure to notify the City of the use of subcontractors, and failure to perform at least fifty percent of the work with its own employees. However, no back pay was due to covered workers.

The findings for Fiscal Year 2016 are consistent with prior fiscal years where more than half of LWO Compliance Reviews found discrepancies. The LWO Program recognizes the importance of conducting LWO Compliance Reviews and remains committed to proactively working with covered employers to ensure compliance through proactive and diligent oversight.

LWO Complaints

SDMC section § 22.4230(e) requires the LWO Program to investigate and address an alleged LWO violation within 60 days, with reasonable 30-day extensions. Resolution of Employee Complaints includes: complaint receipt and written acknowledgement to claimant and firm; investigation, including review of records and interviews; issuance of determination of violation or non-violation; and, when required, calculation of back pay and verification of payment. If a complaint is not resolved within 60 days, the claimant and the subject receive status updates from the Living Wage Program every 30 days until completion.

Two LWO Employee Complaints were received during Fiscal Year 2016; one complaint was substantiated, as shown on Table 6.

Table 6: LWO Complaints FY 2016

Complaint Number	Firm	Findings	San Diego Municipal Code	Back-pay Recovered
C16-001	Aztec Landscaping, Inc.	No Violations		\$ 0
C16-002	Securitas Security Services USA	Violations	§ 22.4220(c)	\$ 5,671.88
Grand Total				\$ 5,671.88

LWO Amendments

In FY 2016 the City Council approved eleven proposals to increase clarity and consistency and to extend coverage to service contracts for emergency medical personnel, including emergency medical technicians and paramedics on future contracts.

Table 7: LWO Amendments in FY 2016

Municipal Code	Amendments	Reason
§22.4205	Modify " <i>Compensated leave</i> " definition from "paid sick leave, vacation leave, or personal leave" to "paid leave for illness, vacation or personal need."	Increase clarity
§22.4205	Modify " <i>Services</i> " definition to add "Service workers in the medical field, including emergency medical technicians or paramedics."	Expand coverage
§22.4210(a)	Delete phrase "except for service contracts with a combined value of payments of \$25,000 or less that are" and delete date of "April 1, 2014."	Increase clarity
§22.4210(b)	Delete "Service contracts, financial assistance agreements, and."	Not necessary
§22.4215(a)(7)	Add "The exemption for medical service contracts shall not extend to <i>service contracts</i> for emergency medical personnel, including emergency medical technicians and paramedics."	Expand coverage
§22.4215(b)	Delete phrase, "Notwithstanding section 22.4215(a) (1)-(8)."	Increase clarity
§22.4215(c)(2)	Change term "full-time employee" to "covered employee."	Be consistent
§ 22.4220(c)	Change "ten days" to "eighty hours." Require "A covered employee, working under a service contract to provide services for the City of one day or less, must be paid additional wages in an amount equal to the proportional rate of compensated leave, in lieu of receipt of compensated leave."	Ensure payment
§ 22.4220(e)	Change "ten days" to "eighty hours." Change "sick leave" to "illness." Change "uncompensated days off" to "uncompensated leave."	Increase clarity

Municipal Code	Amendments	Reason
§ 22.4220(d)	Add "The City will provide covered employers with credit toward the total amount of compensated leave required under this Division for the paid sick leave they must provide under the California Healthy Workplaces, Healthy Families Act of 2014."	Increase clarity
§ 22.4225(b)	Include requirement for covered employer to "notify covered employees at the time of hire."	Increase clarity

Earned Sick Leave and Minimum Wage Ordinance

The City of San Diego's Earned Sick Leave and Minimum Wage Ordinance, San Diego Municipal Code Chapter 3, Article 9, Division 1 became effective on July 11, 2016. It is applicable to employees who perform at least two (2) hours of work in one or more calendar weeks of the year within the geographic boundaries of San Diego. This ordinance is administered by the Minimum Wage Program in the Office of the City Treasurer.

CONCLUSION

This report outlines the administrative and programmatic activities and metrics undertaken by the Purchasing & Contracting Department, Living Wage Program in Fiscal Year 2016. These activities ensure that the intent of the LWO is accomplished by verifying that workers on City contracts receive the proper wages and benefits.

Since the LWO became effective ten years ago the Living Wage Program has recovered over \$619,632.09 in back pay for workers and continues to actively work with covered employers, workers, the public and City staff to ensure that the requirements of the LWO are understood and met. For the current fiscal year, the Living Wage Program has developed an ambitious work plan to actively review a large percentage of covered contracts. Program staff is reviewing existing policies and procedures for increased effectiveness and efficiencies, and continuing to work with all stakeholders to successfully administer and enforce this ordinance.

ATTACHMENTS

- I. San Diego Municipal code Chapter 2, Article 2, Division 42
- II. Rules Implementing the Living Wage Ordinance for Fiscal Year 2016
- III. LWO Contracts for Fiscal Year 2016 Sorted by Contract Number

Article 2: Administrative Code

Division 42: City of San Diego Living Wage Ordinance (Added 6/6/2005 by O-19386 N.S.)

§ 22.4201 Purpose and Intent

The *City* awards many taxpayer-funded agreements to *businesses* that provide *services* to the public and to the *City* or that are intended to promote economic development, job creation, and retention. The *City* also owns, operates, manages, or leases sports, entertainment, or convention facilities and contracts with *businesses* to use these facilities or provide *services* at these locations to the public. It is the experience of the *City* that many of these *services* to the public and to the *City* are provided by workers who live at or below the poverty line. This Division provides that when agreements, including *service contracts*, *financial assistance agreements*, and *City facilities agreements* are extended by the *City* to *businesses* these taxpayer funded benefits are used in a way that advances the interests of the *City* as a whole, by creating jobs that keep workers and their families out of poverty. This Division therefore requires *covered employers* and their subcontractors to pay their employees a wage that will enable a full-time worker to meet basic needs and avoid economic hardship. Paying *services* employees a living wage is intended to improve the quality of *services* provided to the *City* and to the public by reducing high turnover, absenteeism, and instability in the workplace. This Division also promotes the *City's* policies and programs that seek to meet the employment and economic development needs of the *City* and its workforce. *Businesses* that do not fall into any of the above described categories are not required to comply with this Division.
(Added 6-6-2005 by O-19386 N.S.)
(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

§22.4202 Citation

This Division shall be cited as the City of San Diego Living Wage Ordinance.
(Added 6-6-2005 by O-19386 N.S.)

§22.4205 Definitions

Each word or phrase that is defined in this Division appears in the text of this Division in italicized letters. For purposes of this Division, the following definitions shall apply:

Affordable Care Act means the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, and any subsequent federal legislation and applicable federal regulations.

Business means any corporation, partnership, limited liability corporation, joint venture, sole proprietorship, association, or trust, other than a public entity.

City means the City of San Diego, its organizational subdivisions, agencies, offices, or boards, but does not include independent agencies, such as the Housing Authority, and the Retirement Board, each of which is encouraged to adopt its own living wage policy.

City facility means any of the following facilities that are owned, operated, managed, or leased by the *City*:

- (a) Petco Park;
- (b) Qualcomm Stadium;
- (c) San Diego Sports Arena;
- (d) San Diego Convention Center;
- (e) San Diego City Concourse; or
- (f) Civic Theatre, including the portion of the Civic Center Plaza directly adjacent to the Civic Theatre when theatre-related activities are held there. This subsection is not intended to extend to the Living Wage Ordinance to other structures located in the Civic Center Plaza.

City facility agreement means an agreement between the *City* and a *business* for the lease, use, or management of a *City facility*. *City facility agreement* includes (a) subleases or other agreements for use of the *City facility* for thirty days or more in any calendar year; and (b) subcontracts and concession agreements for *services* at the *City facility* with a combined annual value of payments in excess of \$25,000 for any single subcontractor or concessionaire, and with a term of more than ninety days.

City facility employer means any *business* that has entered into a *City facility agreement*. For the purposes of this Division, *City facility employer* includes any sublessee, subcontractor, or concessionaire that retains employees to provide *services* at a *City facility*.

City Manager means the City Manager and his/her delegates and representatives.

Compensated leave means any paid leave for illness, vacation, or personal need provided by a *covered employer* to a *covered employee*, but does not include paid holidays that are provided by a *covered employer* under the *covered employer's* established policy.

Covered employee means any individual employed on a full-time, part-time, temporary, or seasonal basis by (a) a *service contractor* with regard to any hours worked in performance of a *service contract*; (b) a *financial assistance recipient* who works at least 20 hours a month at the site that is the subject of the *financial assistance agreement* or at least 20 hours a month on the program that is the subject of the *financial assistance agreement*; or (c) a *City facility employer* with regard to any hours worked at a *City facility*. *Covered employee* does not include: (a) individuals who, in addition to wages, receive academic credit for their work from an accredited educational institution; or (b) individuals who participate in job training and education programs that have as their express purpose the provision of basic job skills or education.

Covered employer means any *service contractor*, *financial assistance recipient*, *City facility employer*, or any authorized agent thereof.

Financial assistance agreement means an agreement between the *City* and a *business* to provide direct financial assistance with the expressly articulated and identified purpose of encouraging, facilitating, supporting, or enabling: (a) economic development, job creation, or job retention; or (b) tourism, arts, and cultural programs. As to economic development, job creation, or job retention, this Division applies to *financial assistance agreements* with a combined value over a period of five years of \$500,000 or more. As to tourism, arts, and cultural programs, this Division applies to *financial assistance agreements* with a combined annual value of \$750,000 or more. Direct financial assistance includes funds, below-market loans, rebates, deferred payments, forgivable loans, land write-downs, infrastructure or public improvements, or other action of economic value identified in the *financial assistance agreement*. Financial assistance does not include below-market leases to non-profit organizations or indirect financial assistance, such as that provided through broadly applicable tax reductions or services performed by *City* staff. *Financial assistance agreement* includes subcontracts to perform *services* at the site that is the subject of the *financial assistance agreement* or for the program that is the subject of the *financial assistance agreement*.

Financial assistance recipient means any *business* that has entered into a *financial assistance agreement*. For purposes of this Division, *financial assistance recipient* includes all subcontractors retained by a *business* to perform *services* at the site that is the subject of the *financial assistance agreement*, or for the program that is the subject of the *financial assistance agreement*.

Health benefits means benefits related to medical, dental, vision, and other health services, and excludes benefits related to retirement, disability, accidental death and dismemberment insurance, and life insurance.

Health benefits rate means a minimum dollar amount per hour toward the cost of *health benefits* for *covered employees* and their dependents.

Prime service contractor means any *business* that enters into a contract for *services* directly with the *City*.

Service contract means a contract between the *City* and a *business*, and any applicable subcontracts or franchises, to furnish *services*. For purposes of this Division, *service contract* includes all contracts for *services* provided through the managed competition program under Charter section 117(c).

Service contractor means any *business* that has been awarded a *service contract* subject to this Division. For purposes of this Division, *service contractor* includes all subcontractors or franchisees retained by a *business* to perform any or all of the functions covered by a *service contract*.

Services means the following types of employment activities and any other non-managerial, non-supervisory, or non-professional services that are consistent with the intent of this Division and designated in a *City facility agreement*, *financial assistance agreement*, or *service contract*:

- (a) Automotive repair and maintenance;
- (b) Cashiers;
- (c) Child care;
- (d) Concessions/retail sales;
- (e) Facility and building maintenance;
- (f) On-site food service/preparation;
- (g) Janitorial, custodial, street cleaning and housekeeping;

- (h) Landscaping;
- (i) Laundry services;
- (j) Office/clerical;
- (k) Parking services;
- (l) Pest control;
- (m) Security services;
- (n) Ushers and wheelchair attendants;
- (o) Ticket takers;
- (p) Warehouse workers;
- (q) Waste collection and waste disposal, including recycling;
- (r) Right-of-way maintenance;
- (s) Water and wastewater maintenance; and
- (t) Service workers in the medical field, including emergency medical technicians and paramedics.

Unfair immigration-related practice has the same meaning as in California Labor Code section 1019(b)(1).

Willful violation means a *covered employer's* intentional failure or refusal to perform an act which is required under this Division. Such failure or refusal need not be based on a deliberate malicious purpose or intent to defraud. A *covered employer's* failure or refusal to comply with this Division is *prima facie* evidence of a *willful violation* if the contract for *services* states that this Division applies.

(Added 6-6-2005 by O-19386 N.S.)
(Amended 11-24-2008 by O-19809 N.S.; effective 1-1-2010.)
(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)
(Amended 3-2-2016 by O-20607 N.S.; effective 4-1-2016.)

§22.4210 Applicability of Living Wage Ordinance

- (a) This Division shall apply to:
- (1)——any *service contract*, including any applicable subcontract, that is entered into, awarded, amended, renewed, or extended. Compliance with this Division is required during the term of the *service contract*.
 - (2) any *financial assistance agreement* subject to the \$500,000 threshold, including any applicable subcontract. Compliance with this Division is required for a period of five years after the threshold amount has been received by the *business*.
 - (3) any *financial assistance agreement* subject to the \$750,000 threshold, including any applicable subcontract. Compliance is required for one year after the threshold amount has been received by the *business*.
 - (4) any *City facility agreement*, including any applicable sublease, subcontract, or concession agreement. Compliance with this Division is required during the term of the *City facility agreement*.
- (b) *City facility agreements* shall not be subdivided into two or more contracts that logically should be made as a single transaction if the purpose of the subdividing is to avoid the requirements of this Division.
- (c) For any contract subject to this Division, the *prime service contractor* must use its own employees to perform at least fifty percent of the work described in the contract.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

(Amended 3-2-2016 by O-20607 N.S.; effective 4-1-2016.)

§22.4215 Exemptions

- (a) The following contracts are exempt from the requirements of this Division:
- (1) contracts subject to federal or state law or regulations that preclude the applicability of this Division's requirements;
 - (2) contracts that involve programs where the *City* shares management authority with other jurisdictions, unless all the signatory jurisdictions agree to the applicability of this Division's requirements to the contract;

- (3) contracts for *services* by any other governmental agency;
 - (4) contracts for public works construction;
 - (5) cooperative procurement contracts, including contracts that use a bidding process that substantially complies with *City* requirements;
 - (6) contracts for the purchase of goods, property, or the leasing of property;
 - (7) contracts for professional services, as described in California Labor Code Section 515(a), such as design, engineering, financial, technical, legal, banking, medical, management, operating, advertising, or other services. The exemption for professional medical contracts shall not extend to *service contracts* for emergency medical personnel, including emergency medical technicians and paramedics;
 - (8) contracts where compliance with this division is not in the best interests of the City as certified by the *City Manager* and approved by the *City Council*.
- (b) *City facility agreements* are not exempt from the requirements of this Division.
- (c) The following *businesses*, even if otherwise qualified as a *covered employer*, are exempt from the requirements of this Division:
- (1) *Businesses*, including their parent and subsidiary entities, employing twelve or fewer employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year, so long as the *City* determines that the *business*, including any of its subcontractors, will not need to retain more than twelve employees to perform work related to a *service contract*, *financial assistance agreement*, or *City facility agreement*.
 - (2) *Businesses* organized under Internal Revenue Service Code, section 501(c)(3) to provide community-based social services, other than child care services, and whose highest paid officer earns a salary that, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid *covered employee*.

- (d) The definitions of *service contract*, *financial assistance agreement*, or *City facility agreement* shall be liberally interpreted so as to further the policy objectives of this Division.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 11-24-2008 by O-19809 N.S.; effective 1-1-2010.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

(Amended 3-2-2016 by O-20607 N.S.; effective 4-1-2016.)

§22.4220 Payment of Living Wage and Provision of Benefits

- (a) *Covered employers* subject to this Division must pay *covered employees* the hourly wage rate and *health benefits rate* posted on the *City's* web site for that fiscal year.
- (b) The hourly wage rates will be upwardly adjusted each July 1 to reflect the change in the Consumer Price Index for All Urban Consumers for the San Diego – Carlsbad – San Marcos Metropolitan Statistical Area for the twelve-month period preceding December 31. The *health benefits rate* will be consistent with the *Affordable Care Act* and any other applicable federal and state law provisions. Prior to April 1 of each year, the *City* will calculate the new rates and provide notice to all *covered employers* by posting on the *City's* web site the rates in effect for the next fiscal year.
- (c) *Covered employers* must provide to each *covered employee* a minimum of eighty hours per year of *compensated leave*. *Compensated leave* must vest as accrued, in accordance with applicable state law and *covered employer* policies. Part-time employees must accrue *compensated leave* at a rate proportional to full-time employees. A *covered employee*, working under a *service contract* to provide *services* for the *City* of one day or less, must be paid additional wages in an amount equal to the proportional rate of *compensated leave*, in lieu of receipt of *compensated leave*.
- (d) *Covered employees* must be eligible to use accrued days off after the first six months of employment or consistent with employer policy, whichever is earlier.
- (e) *Covered employers* must also permit *covered employees* to take a minimum of eighty hours of uncompensated leave per year to be used for the illness of the *covered employee* or a member of his or her immediate family, when the *covered employee* has exhausted all accrued *compensated leave*.

- (f) This section does not mandate the accrual from year to year of uncompensated leave.
- (g) The *City* will provide *covered employers* with credit toward the total amount of *compensated leave* required under this Division for the paid sick leave they must provide under the California Healthy Workplaces, Healthy Families Act of 2014.
- (h) *Covered employers* must pay *covered employees* the state prevailing wage rate as specified in section 22.3019 if the prevailing wage rate is higher than the wage rate specified in this Division. For purposes of this section, “wage rate” means the sum of required hourly wages, *health benefits*, and *compensated leave*.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

(Amended 3-2-2016 by O-20607 N.S.; effective 4-1-2016.)

§22.4225 Reporting and Notification Requirements

- (a) Every *service contract*, *financial assistance agreement*, and *City facility agreement* must require that the party contracting with the *City* be subject to the terms of this Division and all regulations and rules promulgated under this Division and that all applicable subcontractors, sublessees, and concessionaires comply with the terms of this Division and all regulations and rules promulgated under this Division.
- (b) Each *covered employer* must notify *covered employees* at the time of hire and must annually distribute a notice with the first paycheck to occur after July 1 to its *covered employees* of the requirements of this Division, the possible availability of health insurance coverage under the *Affordable Care Act*, and the possible availability of the Earned Income Tax Credit.
- (c) Each *covered employer* must file a living wage certification with the *City Manager* within thirty days of becoming a *covered employer*. *Covered employers* must ensure that all applicable subcontractors, sublessees, and concessionaires file a living wage certification within thirty days of becoming covered by the requirements of this Division. The living wage certification must be completed on a form provided by the *City Manager*.

- (d) Each *covered employer* must file with the *City Manager* an annual report documenting compliance with this Division. The *covered employer* must maintain records documenting compliance for at least three years, but is not required to maintain records for more than seven years, after the *City's* final payment on the *service contract*, *financial assistance agreement*, or *City facility agreement*. Such records must be made available to the *City* upon request. The records to be maintained must include all wage records, proof of payment for *health benefits*, *covered employee* name, address, date of hire, job classification, rate of pay, cost and amount paid for *health benefits*, hours worked in each pay period, and paid and unpaid time off (accrued and used).
- (e) Each *covered employer* must post a notice informing *covered employees* of their rights under this Division, and any applicable exemptions from the hourly wage rate requirements of this Division. The poster must be at the site of work, or a site frequently accessed by *covered employees*, in a prominent and accessible place where it can easily be seen by *covered employees*. Each *covered employer* must update this notice annually and within thirty days of receiving notice from the *City* of the amended hourly wage rates under this Division.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 11-24-2008 by O-19809 N.S.; effective 1-1-2010.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

(Amended 3-2-2016 by O-20607 N.S.; effective 4-1-2016.)

§22.4230 Enforcement and Remedies

- (a) A *covered employee* claiming a violation of this Division may file an action against a *covered employer* in a court of competent jurisdiction within three years after discovery of the alleged violation.
- (b) The court may award the following monetary damages to a *covered employee* who proves a violation of this Division:
 - (1) For failure to pay the required hourly wage on applicable *service contracts*, *financial assistance agreements*, and *City facilities agreements*, the difference between the hourly wage required by this Division and the amount actually paid to the *covered employee*, plus interest, and penalties for *willful violations*.

- (2) For failure to pay the *health benefits rate* on applicable *service contracts, financial assistance agreements, and City facilities agreements*, the difference between the *health benefits rate* required by this Division and the amount actually paid towards the *health benefits rate* for the *covered employee*, plus interest, and penalties for *willful violations*.
- (3) For retaliation for exercise of any rights provided for under this Division, reinstatement, back pay, or any other relief that a court may deem appropriate.
- (4) For a *willful violation* of this Division, a penalty of up to three times the amount of damages awarded pursuant to section 22.4230(b)(1) and/or (b)(2).
- (5) Reasonable attorneys' fees and costs to a *covered employee* who prevails in any such private action.
- (c) The court may award reasonable attorneys' fees to a *covered employer* who prevails if the *covered employee's* suit is found to be frivolous.
- (d) A *covered employer* shall not:
 - (1) Retaliate against a *covered employee* who alleges non-compliance with this Division or cooperates with an investigation regarding compliance with this Division. Retaliation includes but is not limited to *unfair immigration-related practices*, or any other discriminatory practice that violates federal or state law; or
 - (2) Discharge, reduce in compensation, or otherwise discriminate against any *covered employee* for complaining with regard to the *covered employer's* practices with respect to this Division, for opposing any practice proscribed by this Division, for participating in proceedings related to this Division, for seeking to enforce his or her rights under this Division by any lawful means, or for otherwise asserting rights under this Division.

- (e) A *covered employee* claiming a violation of the Division may file a complaint with the *City*. The *City* shall investigate and address any alleged violation of this Division's requirements, and shall convey the results of the investigation to the complainant within sixty days, with reasonable thirty-day extensions. However, the *City's* failure to investigate an alleged violation or otherwise enforce any of the provisions of this Division does not create any right of action to recover damages from the *City* by any person, including but not limited to an aggrieved *covered employee*.
- (f) Whether based upon a complaint or otherwise, where the *City Manager* has determined that a *covered employer* has violated this Division, the *City Manager* shall issue a written notice to the *covered employer* that the violation is to be corrected within thirty days. If the *covered employer* does not demonstrate to the *City Manager* within such period that it has substantially cured any material violation, the *City Manager* shall take one or more of the following enforcement actions:
 - (1) Declare a material breach of the *service contract*, *financial assistance agreement*, or *City facility agreement* and exercise the *City's* contractual remedies, which are to include, but not be limited to, suspension or termination of the *service contract*, *financial assistance agreement*, or *City facility agreement* and the return of monies paid by the *City* for services not yet rendered.
 - (2) Institute proceedings under Chapter 2, Article 2, Division 8 to debar the *covered employer* from future *City* contracts for three years or until all penalties or restitution have been fully paid, whichever occurs last.
 - (3) Request a determination of non-responsibility under Chapter 2, Article 2, Division 30.
 - (4) Request that the City Attorney bring a civil action against the *covered employer* seeking any legal remedies, including but not limited to:
 - (A) Where applicable, payment to the *covered employee* of all unpaid wages or *health benefits* prescribed by this Division, plus interest;
 - (B) A fine payable to the *City* in the amount of up to one hundred dollars (\$100) per *covered employee* for each violation for each day the violation remains uncured; and

- (C) The *City's* administrative costs.
- (5) Refer violations of this Division to appropriate local, state, and/or federal agencies and authorities.
- (g) If a *covered employer* is determined by the *City Manager* to have violated this Division two or more times in a two-year period, the *City Manager* shall take enforcement action pursuant to section 22.4230(f), even if the *covered employer* has substantially cured any material violations.
- (h) A violation of this Division is not subject to prosecution as a misdemeanor or infraction, notwithstanding any other provision of this Code.
- (i) This Division is not to be construed to limit a *covered employee's* right to bring legal action for a violation of any other laws concerning wages, hours, or other standards or rights, nor is exhaustion of remedies under this Division a prerequisite to the assertion of any other such right.

("Enforcement" added 6-6-2005 by O-19386 N.S.)

(Amended 11-24-08 by O-19809 N.S; effective 12-24-2008.)

(Retitled to "Enforcement and Remedies" and amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

§22.4235 Administration

- (a) The *City Manager* shall develop and implement administrative policies, rules, and regulations to carry out the intent of this Division, including procedures for handling complaints by *covered employees*. The *City Manager* shall monitor compliance, including conducting periodic reviews of appropriate records maintained by *covered employers* to verify compliance and to investigate claimed violations. To secure compliance with this Division, the *City Manager* is authorized to take any appropriate enforcement action pursuant to Chapter 1, Article 2, Division 1 of this Code.
- (b) The *City Manager* is authorized to create a citizens advisory committee for the purpose of making recommendations regarding how the policies and purposes of this Division may be advanced.

- (c) On July 1 of each year, or as soon thereafter as is practicable, the *City Manager* shall submit an annual report to the City Council generally describing the effects of the City of San Diego Living Wage Ordinance upon the *City*.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 11-24-2008 by O-19809 N.S.; effective 1-1-2010.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

§22.4240 Collective Bargaining Agreements

The provisions of this Division shall not be superseded by any collective bargaining agreement unless the supersession is specifically agreed to in writing by the parties to the collective bargaining agreement.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

§22.4245 Severability

All provisions in this Division are intended to be consistent with all applicable federal and state laws. If any provision of this Division is declared legally invalid by a final judgment rendered in a court of competent jurisdiction, the provision declared invalid shall be deemed to be severable to the extent that the remaining provisions of this Division can be enforced in a manner that substantially carries out the objectives of this Division.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)



LIVING WAGE PROGRAM

202 C Street, MS 8A, San Diego, CA 92101

Phone (619) 236-6172 or (619) 236-6682 Fax (619) 533-3204

sandiego.gov/purchasing/programs

RULES IMPLEMENTING THE LIVING WAGE ORDINANCE

Effective date July 1, 2006; revision date July 1, 2016

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RULES IMPLEMENTING THE LIVING WAGE ORDINANCE

The purpose of these Rules Implementing the Living Wage Ordinance [Rules] is to provide guidance for *covered employers* to comply fully with the requirements of the City of San Diego's Living Wage Ordinance, Chapter 2, Article 2, Division 42 of the San Diego Municipal Code (SDMC) [the Living Wage Ordinance or simply "LWO"]. These Rules are intended as an administrative aide to carry out the intent of the LWO and should not be construed to extend, modify, or otherwise alter the substantive provisions of the LWO.

A. DEFINITIONS

In addition to the definitions in SDMC §22.4205, the following definitions shall apply in these Rules (several terms found in Section 22.4205 are duplicated here for convenience):

Bidder means a person or firm who submits a bid, proposal, or other document to the City seeking award of a contract.

Business means any corporation, partnership, limited liability corporation, joint venture, sole proprietorship, association, or trust, other than a public entity.

City means the City of San Diego, its organizational subdivisions, agencies, offices, or boards, but does not include independent agencies, such as the Housing Authority and the Retirement Board, each of which is encouraged to adopt its own living wage policy.

City facility means any of the following facilities that are owned, operated, managed, or leased by the *City*:

- (a) Petco Park;
- (b) Qualcomm Stadium;
- (c) San Diego Sports Arena;
- (d) San Diego Convention Center;
- (e) San Diego City Concourse; or
- (f) Civic Theatre, including the portion of the Civic Center Plaza directly adjacent to the Civic Theatre when theatre-related activities are held there. This subsection is not intended to extend the Living Wage Ordinance to other structures located in the Civic Center Plaza.

City facility agreement means an agreement between the *City* and a *business* for the lease, use, or management of a *City facility*. *City facility agreement* includes:

- (a) subleases or other agreements for use of the *City facility* for 30 days or more in any calendar year; and
- (b) subcontracts and concession agreements for *services* at the *City facility* with a

combined annual value of payments in excess of \$25,000 for any single subcontractor or concessionaire, and with a term of more than 90 days.

City facility employer means any *business* that has entered into a *City facility agreement*. For the purposes of this Division, *City facility employer* includes any sublessee, subcontractor, or concessionaire that retains employees to provide *services* at a *City facility*.

City Manager means the City Manager and his/her delegates and representatives.

Compensated leave means any paid leave for illness, vacation, or personal need provided by a *covered employer* to a *covered employee*, but does not include paid holidays that are provided by a *covered employer* under the *covered employer's* established policy.

Complaint means a report of an alleged violation of the LWO whether from a *covered employee* or otherwise alleged.

Covered employee means:

- (a) any individual employed on a full-time, part-time, temporary, or seasonal basis by:
 - (1) a *service contractor* with regard to any hours worked in performance of a *service contract*;
 - (2) a *financial assistance recipient* who works at least 20 hours a month at the site that is the subject of the *financial assistance agreement* or at least 20 hours a month on the program that is the subject of the *financial assistance agreement*; or
 - (3) a *City facility employer* with regard to any hours worked at a *City facility*.
- (b) *Covered employee* does not include:
 - (1) a supervisor or manager;
 - (2) an individual who, in addition to wages, receives academic credit for their work from an accredited educational institution;
 - (3) an individual who participates in job training and education programs that have as their express purpose the provision of basic job skills or education;
 - (4) an owner of a *business*; and
 - (5) an “executive, administrative, or professional employee” who, as described in California Labor Code Section 515(a):
 - (a) customarily and regularly exercises discretion and independent judgment in performing duties;
 - (b) meets the criteria of “executive, administrative, or professional employee” for at least one-half of work time; and

- (c) earns a monthly salary equivalent to no less than two times the California minimum wage for full-time employment.

If the description of an “executive, administrative, or professional employee” is amended in the California Labor Code, such description shall also apply to these Rules.

Covered employer means any service contractor, financial assistance recipient, or City facility employer, or any authorized agent thereof.

Financial assistance agreement means an agreement between the City and a business to provide direct financial assistance with the expressly articulated and identified purpose of encouraging, facilitating, supporting, or enabling: (a) economic development, job creation, or job retention; or (b) tourism, arts, and cultural programs. Direct financial assistance includes funds, below-market loans, rebates, deferred payments, forgivable loans, land write-downs, infrastructure or public improvements, or other action of economic value identified in the *financial assistance agreement*. Financial assistance does not include below-market leases to non-profit organizations or indirect financial assistance, such as that provided through broadly applicable tax reductions or services performed by City staff. *Financial assistance agreement* includes subcontracts to perform services at the site that is the subject of the *financial assistance agreement* or for the program that is the subject of the *financial assistance agreement*.

Financial assistance recipient means any business that has entered into a *financial assistance agreement*. For the purposes of this division, *financial assistance recipient* includes all subcontractors retained by a business to perform services at the site that is the subject of the *financial assistance agreement* or for the program that is the subject of the *financial assistance agreement*.

Health benefits means benefits related to medical, dental, vision, and other health services, and excludes benefits related to retirement, disability, accidental death and dismemberment insurance, and life insurance.

Health benefits rate means a minimum dollar amount per hour toward the cost of health benefits for covered employees and their dependents.

Incidental services means services that are:

- (a) part of an agreement for whose primary purpose is to purchase or rent goods or equipment;
- (b) performed on a non-recurring and irregular basis. Services are not incidental, even if the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule; and
- (c) determined by the City to be services necessary to performance of the contract and therefore subject to Living Wage Ordinance requirements.

Managerial employee and **supervisory employee** both mean a person compensated above

the living wage rate and who has authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other subordinate employees, or the responsibility to direct them, adjust their grievances, or recommend such action, if the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Prime service contractor means any *business* that enters into a contract for *services* directly with the *City*. For any contract subject to the LWO, a *prime contractor* must use its own employees to perform at least fifty percent (50%) of the work described in the contract.

Service contract means a contract between the *City* and a *business*, and any applicable subcontracts or franchises, to furnish *services*. For purposes of this Division, *service contract* includes all contracts for *services* provided through the managed competition program under Charter section 117(c).

Service contractor means any *business* that has been awarded a *service contract* subject to this Division. For the purposes of this Division, *service contractor* includes all subcontractors or franchisees retained by a *business* to perform any or all of the functions covered by a *service contract*. Subcontractors include sublessees and concessionaires.

Services means the following types of employment activities and any other non-managerial, non-supervisory, or non-professional services that are consistent with the intent of this Division and designated in a *City facility agreement*, *financial assistance agreement*, or *service contract*:

- (a) Automotive repair and maintenance;
- (b) Cashiers;
- (c) Child care;
- (d) Concessions/retail sales;
- (e) Facility and building maintenance;
- (f) On-site food service/preparation;
- (g) Janitorial, custodial, street cleaning, and housekeeping;
- (h) Landscaping;
- (i) Laundry services;
- (j) Office/clerical;
- (k) Parking services;
- (l) Pest control;
- (m) Security services;

- (n) Ushers and wheelchair attendants;
- (o) Ticket takers;
- (p) Warehouse workers;
- (q) Waste collection and waste disposal, including recycling;
- (r) Right-of-way maintenance;
- (s) Water and wastewater maintenance; and
- (t) Service workers in the medical field, including emergency medical technicians and paramedics.

Unfair immigration-related practice has the same meaning as in California Labor Code section 1019(b)(1).

Wages means the amount paid to a *covered employee* as compensation for labor performed. The term does not include any amount paid to a *covered employee* not directly related to the labor performed, such as for parking, uniforms, meals, and contributions to retirement plans.

Willful violation means a *covered employer's* intentional failure or refusal to perform an act which is required under this Division. Such failure or refusal need not be based on a deliberate malicious purpose or intent to defraud. A *covered employer's* failure or refusal to comply with this Division is prima facie evidence of a *willful violation* if the contract for *services* states that this Division applies.

B. APPLICABILITY OF LWO

1. Types of Covered Agreements. The LWO's provisions apply only to the following types of agreements with the City: *service contracts*, *City facility agreements*, and *financial assistance agreements*.

a. Service Contracts.

- (1) Compliance with the LWO is required during the term of any *service contract* or any applicable subcontract that is entered into, awarded, amended, renewed or extended.
 - (a) For any contract subject to the LWO, a prime contractor must use its own employees to perform at least fifty percent (50%) of the work described in the contract.
 - (b) Contracts for *services* that are to be performed on an as-needed basis are subject to the LWO.
 - (c) Agreements for the purchase or rental of property, goods or equipment are subject to the LWO if any included provision of services is, in the determination of the City, not merely incidental.

- (2) *City agreements* that may otherwise be deemed a *service contract* are not subject to the requirements of the LWO unless they involve expenditures of funds entirely within the *City's* control.
- b. **City Facility Agreements.** *City facility agreement* means an agreement between the *City* and a *business* for the lease, use, or management of a *City facility*. *City facility agreements* apply to Petco Park; Qualcomm Stadium; San Diego Sports Arena; San Diego Convention Center; San Diego City Concourse; and the Civic Theatre, including the portion of the Civic Center Plaza directly adjacent to the Civic Theatre when theatre-related activities are held there (but not other structures located in the Civic Center Plaza). A *City facility agreement* also includes:
 - (1) Subleases or other agreements between a *City facility* entity and another *business* for use of the *City facility* for 30 days or more in any calendar year.
 - (2) Subcontracts and concession agreements between a *City facility* entity and another *business* for *services* at the *City facility* with a combined annual value of payments in excess of \$25,000 for any single subcontractor or concessionaire, and with a term of more than 90 days.
 - (a) In determining whether a contract for *services* at a *City facility* exceeds \$25,000 annually, the total amount of the contract shall be calculated by adding together the amount provided for in the original contract and all amendments, modifications, renewals, or extensions.
 - (b) As-needed contracts become subject to the LWO when the expended amount exceeds \$25,000.
 - (c) A *City facility agreement* shall not be subdivided into two or more contracts that logically should be made as a single transaction if the purpose of the subdividing is to avoid the requirements of the Living Wage Ordinance.
- c. **Financial Assistance Agreements.** *Financial assistance agreements* are subject to the LWO under either of the following conditions:
 - (1) The *financial assistance agreement* is for economic development, job creation, or job retention and has a combined value over a period of five years of \$500,000 or more. Compliance with the LWO must continue for a period of 5 years after the threshold amount has been received by the *business*.
 - (2) The *financial assistance agreement* is for tourism, arts, and cultural programs and has a combined annual value of \$750,000 or more. Compliance with the LWO must continue for one year after the threshold amount has been received by the *business*.
2. **Presumption of Coverage.** An agreement, request for proposal, request for bid, or request for quote for any of the agreements in the foregoing paragraph [Rules, B.1] is presumed to be covered by the LWO unless specifically exempted by the LWO.
3. **Final Authority.** The Purchasing & Contracting Director has the final authority in

determining whether an agreement is subject to the LWO.

C. EXEMPTIONS

1. **Categorical Exemptions.** Except for *City facility agreements*, which are not exempt from LWO requirements, the following categories of agreements shall be exempt from the LWO:
 - a. Contracts subject to federal or state law or regulations that preclude applicability of the LWO's requirements.
 - b. Contracts where the *City* shares management authority with other jurisdictions unless all those jurisdictions agree to the applicability of the LWO to the contract.
 - c. Contracts for *services* by other governmental entities.
 - d. Contracts for public works construction.
 - e. Cooperative procurement contracts.
 - f. Contracts for purchase of goods, property, or a lease of property, unless the contract includes a component for services that are more than *incidental services*.
 - g. Contracts for professional services, as described in California Labor Code Section 515(a), such as design, engineering, financial, technical, legal, banking, medical, management, operating, advertising, or other services. The exemption for professional medical contracts shall not extend to *service contracts* for emergency medical personnel, including emergency medical technicians and paramedics.
 - h. Contracts where compliance with the LWO is not in the best interests of the *City* as certified by the *City Manager* and approved by the City Council.
2. **Exemptions Requiring City's Approval.** In order to qualify for the following exemptions, contractors must submit an Application for Exemption on the form included in Appendix B. The exemption is not valid until the Living Wage Manager approves the contractor's application. The following may be exempt from the LWO upon the City's approval:
 - a. The *business* employs 12 or fewer employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, and the *City* determines that the *business*, including its subcontractors, will not need to retain more than 12 employees to perform work related to the subject agreement.
 - (1) The number of employees includes:
 - (a) The contractor's employees as of the date the contract is signed;
 - (b) The employees the contractor reasonably believes it will hire during the course of the contract, whether those employees will work on the *City* contract or not;

- (c) The employees of the contractor's parent and subsidiary entities; and
 - (d) The employees of any *subcontractors* the contractor proposes to use to perform all or a portion of the service covered by the contract.
- (2) Along with the Application for Exemption, the contractor must provide written documentation of the number of employees. Acceptable documentation shall include a letter on the contractor's letterhead and signed by an officer who is authorized to legally bind the entity and a copy of the firm's State of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation) [form DE9C].
- (3) A previously exempt contract may later become subject to the LWO if the number of employees exceeds 12 as calculated according to these Rules.
- b. A *business* organized under section 501(c)(3) of the United States Internal Revenue Code, 26 U.S.C. section 501(c)(3) to provide community-based social services, other than child care services. Such *businesses* must provide the following additional documents in support of an Application for Exemption:
- (1) A copy of the most recent IRS letter indicating that the *business* is recognized as a non-profit corporation under section 501(c)(3) of the United States Internal Revenue Code.
 - (2) A statement showing that the *business'* highest paid officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid *covered employee*. In calculating the salary of the highest paid officer and the wage rate of the lowest paid *covered employee*, items such as cash allowances for car expenses, meals, parking, or the value of pension plan contributions shall not be included.
- c. Collective Bargaining Agreement: A collective bargaining agreement may exempt a contract from the LWO provided such waiver or exemption is explicitly stated in the collective bargaining agreement.
- (1) If the collective bargaining agreement does not specifically indicate that it is exempt from, or waives, the provisions of the LWO, the employer shall submit written confirmation from the union representing the employees that the union and the employer have agreed that the collective bargaining agreement supersedes the LWO.
 - (2) The provisions of the LWO shall not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement.
- d. Negotiation of Collective Bargaining Agreement: An employer subject to the LWO may apply for provisional exemption from the LWO if the employer and the union are engaged in negotiations and the issue of supersession of the LWO has been proposed. If provisional exemption status is granted, it is valid until the end of the negotiation process.
- (1) The employer must provide sufficient documentation with the application and

shall provide status reports upon request from the City.

- (2) At the end of the negotiation process, the employer shall provide the Living Wage Manager with a copy of the final collective bargaining agreement to verify whether it supersedes the LWO and the effective dates.
 - (a) If the final collective bargaining agreement supersedes the LWO, the employer shall be exempt for the time period covered by the effective dates. However, the employer remains subject to all applicable provisions of the LWO for the time period not covered by that collective bargaining agreement and if the employer has not complied with the LWO during the time period not covered by that collective bargaining agreement, the employer shall make retroactive corrections.
 - (b) If the final collective bargaining agreement does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to *covered employees*.
3. **Determination of Exemption.** The Living Wage Manager shall review Applications for Exemption and, upon approval from the Purchasing & Contracting Director, provide a final determination within 10 working days after receipt of all forms, documentation, and, if necessary, legal opinions.
 - a. A determination by the Living Wage Manager that a bidder or employer is exempt from the LWO exempts the bidder or employer only for the agreement for which the application was submitted. Approval does not exempt the bidder or employer for any other bid or agreement.
 - b. An exemption approval does not extend to any *subcontractor* unless the *subcontractor* separately applies for and is granted an exemption from the LWO or unless the Living Wage Manager has categorically exempted the agreement.
 - c. If the Living Wage Manager categorically exempts an agreement from the LWO, then neither the prime contractor nor any *subcontractor* working on the agreement will be subject to the LWO.
4. **Liberal Interpretation of Definitions.** In accordance with SDMC §22.4215(d), the definitions of *service contract*, *financial assistance agreement*, or *City facility agreement* shall be liberally interpreted so as to further the policy objectives of the LWO.

D. EMPLOYER REQUIREMENTS

All *covered employers*, including subcontractors, who perform work or provide *services* pursuant to an agreement that is subject to the LWO are subject to requirements of the LWO and these Rules.

1. LWO Requirement of Minimum Compensation.

- a. *Covered employers* must pay *covered employees* a “living wage” which shall be the amount as defined in the LWO and as specified in Appendix A. If the *covered employer* offers no *health benefits*, the *covered employer* shall pay the *covered employee* the full cash living wage rate. If the *covered employer* offers *health benefits* in order to satisfy the requirements of the LWO, the terms must be in accordance with the LWO and these Rules.
- b. The Living Wage Manager shall upwardly adjust the wage rate and *health benefits rate* each fiscal year, effective July 1, to reflect the change in the regional Consumer Price Index for All Urban Consumers. The Living Wage Manager shall provide notice of the new wage rate and *health benefits rate* by publishing an announcement of such rate adjustments on the City’s website prior to April 1 of each year.
- c. *Covered employers* are required to pay the living wage rate and benefits to *covered employees* working on the City agreement for each hour the *covered employee* works on the subject agreement. Benefits include *health benefits* or cash equivalent, *compensated leave time*, and uncompensated days off.
- d. A *covered employer* shall not use tips or gratuities earned by a *covered employee* to offset the wage rate required by the LWO.
- e. When a contract is subject to the requirements of both Living Wage and Prevailing Wage laws, the *covered employer* must pay a *covered employee* the higher wage rate as determined by the sum of required hourly wages, *health benefits* and *compensated leave*.

2. LWO Health Benefits. *Covered employers* may pay *covered employees* the living wage either fully in cash or as a cash payment for the wage rate combined with a *health benefits* payment of a minimum dollar amount per hour toward the cost of health benefits as defined in the LWO and these Rules.

- a. If the *covered employer* elects not to provide *health benefits*, the *covered employer* must pay the full cash wage, as specified in Appendix A, to a *covered employee*.
- b. If the *covered employer* elects to provide a *covered employee* with *health benefits*, proof of the provision of *health benefits* must be submitted to the Living Wage Manager no later than 10 calendar days after a request for such documentation.
 - (1) If the submitted documentation does not demonstrate that *health benefits* are provided in accordance with the LWO, the *covered employer* will be considered to be out of compliance with the LWO until sufficient documentation is received.
 - (2) In addition to remedies provided for by the LWO, failure to provide the requested information may result in payment being withheld until documents are submitted.
- c. If the *covered employer* elects to provide *health benefits* through a plan costing less

than the minimum dollar amount per hour as specified in the LWO, the difference shall be added to the *covered employee's* hourly wage rate as a cash payment.

- d. A co-premium may be required of a *covered employee* only if the cost of *health benefits* is greater than the minimum dollar amount per hour as specified in the LWO.

3. Compensated and Uncompensated Leave. A *covered employer* must provide a *covered employee* working on the City agreement at least 80 *compensated leave* hours per year for illness, vacation, or personal need, and 80 additional uncompensated hours off per year for the illness of the *covered employee* or an immediate family member, when the *covered employee* has exhausted all accrued *compensated leave* hours off.

- a. A full-time *covered employee* shall accrue a minimum of 80 *compensated leave* hours per year based on the *covered employee's* regularly scheduled work hours. A part-time *covered employee* shall accrue *compensated leave* hours in increments proportional to that accrued by a full-time *covered employee*.

- (1) A *covered employer* may not unreasonably deny a *covered employee's* request to use an accrued *compensated leave*.

- (2) A *covered employee's* request for time off is presumed to be a request for paid time off unless the *covered employee* specifically asked for unpaid time off.

- (3) A *covered employee* shall be eligible to use accrued *compensated leave* after the first 6 months of employment or consistent with company policy, whichever is sooner.

- (4) A *covered employee* shall accrue *compensated leave* unless the *covered employee* has been on a leave of absence without pay for over 30 calendar days.

- (5) Upon return to work following an unpaid leave of absence of more than 30 calendar days, a *covered employee* shall begin to accrue *compensated leave* at the appropriate applicable full-time or part-time rate.

- b. Paid holidays that are provided under established employer policy shall not be counted toward the provision of the 80 *compensated leave* hours.

- (1) Payment of premium pay for work performed on a holiday does not constitute *compensated leave* for purposes of the LWO.

- (2) For a holiday to qualify as one of the minimum 80 *compensated leave* hours required under the LWO, a *covered employee* who works on a holiday must be allowed to take another paid day off in lieu, even if the *covered employee* is provided with premium pay for the hours worked on the holiday.

- c. Unused *compensated leave* accrued by a *covered employee* working on a subject agreement shall be carried over for at least one year, with the carryover date based on the date of accrual.

- d. A *covered employer* may choose to provide *covered employees* with more *compensated*

- leave* than is required under the LWO.
- e. A *covered employee*, working under a *service contract* to provide *services* for the City of one day or less, must be paid additional wages in an amount equal to the proportional rate of *compensated leave*, in lieu of receipt of actual *compensated leave* hours. Calculation of this hourly rate of proportional *compensated leave* is subject to the approval of the Living Wage Manager.
 - f. The Living Wage Manager, upon approval from the Purchasing & Contracting Director, may allow a *covered employer's* established *compensated leave* policy to remain in place, even though it does not meet the accrual rate and eligibility deadlines required in these Rules, if the Living Wage Manager determines all of the following conditions are met:
 - (1) The *covered employer's* established policy provides *covered employees* with more than 80 paid hours off per year;
 - (2) At least a portion of the paid days off are available for use by *covered employees* within the first year of employment; and
 - (3) The Living Wage Manager determines requiring the *covered employer* to change its policy to comply with these Rules will result in *covered employees* receiving fewer benefits.
 - g. At least 80 uncompensated hours off shall be made available, as needed, for personal or immediate family illness after a *covered employee* has exhausted his or her *compensated leave* days.
 - h. A *covered employer* working on or under the authority of a City agreement who fails to provide *covered employees* with *compensated leave* in accordance with the LWO shall provide the affected *covered employees* with the time off retroactive to the effective date of the agreement or amendment. A *covered employer* required to provide *covered employees* with *compensated leave* retroactively shall:
 - (1) Calculate the amount of *compensated leave* the *covered employee* should have accrued under the LWO and pay the *covered employee* the cash value at the correct wage rate due to the *covered employee* when the *compensated leave* should have accrued. Such calculation shall be subject to approval by the Living Wage Manager.
 - (2) Calculate the amount of uncompensated time off that the *covered employee* should have accrued under the LWO and add the additional amount of uncompensated leave to the uncompensated leave already accrued by the *covered employee*.
 - i. The City will provide *covered employers* with credit toward the total amount of *compensated leave* required under the Living Wage Ordinance for the paid sick leave a firm must provide under the California Healthy Workplaces, Healthy Families Act of 2014.
4. **LWO Notice to Employees.** A *covered employer* shall annually distribute to its *covered employees* with the first paycheck to occur after July 1 a copy of the LWO Notice to

Employees included in Appendix B to ensure *covered employees* are advised of the adjusted wage and *health benefits rates*.

- a. A *covered employer* shall notify each current *covered employee* and each new *covered employee* at time of hire and of his or her rights under provisions of the LWO by providing *covered employees* with a copy of the LWO Notice to Employees in Appendix B.
 - b. A *covered employer* shall notify each current *covered employee* and each new *covered employee* at time of hire, of his or her rights under provisions of the LWO by providing *covered employees* with A *covered employer* must annually distribute a copy of the LWO Notice to Employees in Appendix B with the first paycheck to occur after July 1 to its *covered employees*.
 - c. *Covered employers* shall post a notice to *covered employees* in a prominent place in an area frequented by *covered employees* informing them of any applicable exemptions from the LWO.
5. **Affordable Care Act (ACA).** Within 30 days of commencement of work on a *City* agreement or subcontract subject to the LWO the *covered employer* shall inform all *covered employees* of the possible availability of health insurance coverage under the Affordable Care Act (ACA). Annually with the first paycheck to occur after July 1, a *covered employer* shall distribute information regarding ACA with employee paychecks.
6. **Federal Earned Income Tax Credit (EITC).** Within 30 days of commencement of work on a *City* agreement or subcontract subject to the LWO the *covered employer* shall inform all *covered employees* of their possible right to EITC. Annually with the first paycheck to occur after July 1, a *covered employer* shall distribute information regarding EITC with employee paychecks.
7. **Reporting Requirements.**
- a. Each *covered employer* shall file an LWO Certification of Compliance with the Living Wage Manager within 30 days of becoming a *covered employer*.
 - (1) *Covered employers* are required to ensure that all applicable *subcontractors* file an LWO Certification of Compliance within 30 days of becoming covered by the LWO.
 - (2) The LWO Certification of Compliance shall be completed on the form included in Appendix B.
 - (3) Failure to file an LWO Certification of Compliance may result in payment being withheld until the document is submitted.
 - b. *Covered employers* shall maintain, and shall require subcontractors covered by the LWO to maintain, payroll records on *covered employees* containing the following information:
 - (1) Name.

- (2) Address.
 - (3) Date of hire.
 - (4) Job classification.
 - (5) Rate of pay.
 - (6) Hours worked in each pay period with time on LWO-covered contracts clearly indicated.
 - (7) Cost and amount paid for *health benefits*.
 - (8) *Compensated leave* days (accrued and used) and uncompensated leave days (accrued and used).
- c. *Covered employers* and subcontractors must maintain the records referred to in these Rules to document compliance with the LWO for at least 3 years after the City's final payment on the contract.
 - d. *Covered employers* and subcontractors shall make these records available for inspection to the City upon request. *Covered employers* shall make a *covered employee's* individual records available for inspection to the *covered employee* upon such a request.
8. **Contractor Annual Reports.** Each *covered employer* shall file an annual report with the Living Wage Manager regarding compliance with the LWO. The Living Wage Manager shall send correspondence to each *covered employer* with a format for completion of requested information and a due date. The City may require a *covered employer* to submit additional reports.
9. **City Access to Employer Records to Monitor Compliance with the LWO.** A *covered employer*, subject to the LWO, shall allow authorized City representatives access to work sites, upon request, to monitor compliance and investigate employee *complaints*. A *covered employer* shall submit, upon request, copies of payrolls, health benefit statements, and related documents to comply with the LWO. The City may require the *covered employer* to submit other documentation. Failure to submit documents or allow access to the work sites as requested may be deemed as non-compliance with the LWO. In addition to remedies provided for by the LWO, such non-compliance may result in a recommendation that the *covered employer's* subject agreement be terminated and/or payments to the *covered employer* be withheld until access is provided and documentation is submitted.
10. **Disclosure of Documents and Information.** Documents and information obtained in the course of administration of the LWO become City records. Disclosure is subject to provisions and limitations of the California Public Records Act. Consistent with the Public Records Act, documents and information obtained during the course of an investigation or inquiry shall remain confidential while the investigation or inquiry is ongoing.

- 11. Subcontractors Subject to the LWO.** A subcontractor performing work or providing services on an agreement subject to the LWO shall also comply with the LWO unless the subcontractor qualifies for an exemption. A subcontractor may be subject to the LWO even if the prime contractor has been granted an exemption.
- a. A prime contractor must inform its subcontractor of the subcontractor's obligation to comply with the LWO. Language obligating the subcontractor to comply with the LWO shall be included in each subcontract between the prime contractor and the subcontractor. Regardless of whether such language is included in the subcontract, the subcontractor is obligated to comply with the LWO.
 - b. If the City finds that an employer classified an employee as an independent contractor in order to avoid complying with the LWO, the Living Wage Manager may require the employer to comply with the LWO and/or recommend terminating the employer's agreement. The Living Wage Manager may consider the following factors in determining whether an employee is a bona fide independent contractor:
 - (1) Whether the employee has the right to control or discretion to determine how to perform the work required under the City agreement.
 - (2) Whether similar employees in the industry or field are customarily engaged as independent contractors for the type of work.
 - (3) Whether the employee has any substantial investment other than personal services in the business.
 - (4) Whether the employee has control over the time and place of work.
 - (5) Whether the employee supplies his or her own tools or equipment, if they are normally used by persons engaged in such work.
 - (6) Whether the subject employee hires employees.

E. ADMINISTRATIVE RECORDKEEPING AND REPORTS

- 1. LWO Administrative Records and Reports.** The Purchasing & Contracting Director shall maintain a list of all subject and exempt agreements and a file of all *complaints*, findings, and results. The Purchasing & Contracting Director may provide special reports and recommendations on significant issues of interest to the City Council.
- 2. Report to Council.** In accordance with SDMC §22.4235(c), on July 1 of each year, or as soon thereafter as is practicable, the Purchasing & Contracting Director shall provide an annual report to the City Council generally describing the effects of the LWO upon the City.
- 3. Annual LWO Wage Rate Adjustment.** The hourly wage rates and *health benefits rate* shall be upwardly adjusted each July 1 to reflect the change in the regional Consumer Price Index for All Urban Consumers for the twelve-month period preceding December 31 of the previous year. Prior to April 1 of each year, the Living Wage

Manager shall calculate the new rates and provide notice by posting on the City's website the rates in effect for the next fiscal year.

F. MONITORING AND INVESTIGATION

These Rules will augment the City's normal and customary procedure for administering its contracts.

1. **LWO Contract Language.** The Living Wage Manager will make available standard LWO contract language for agreements subject to the LWO.
2. **Employer Monitoring.** The Living Wage Manager will monitor the operations of *covered employers* for compliance by conducting site visits and payroll reviews. The Living Wage Manager may review the provision of wages and *health benefits* by a *covered employer* as part of site visits. A *covered employer* shall cooperate with the Living Wage Manager when a meeting, a site visit, or documentation is requested. Cooperation includes providing:
 - a. Full access to the work site for employer and employee interviews.
 - b. Copies of certified payrolls, timesheets, health and benefit statements, employee policy manuals, and any other document that would assist in determining if a *covered employer* is providing or has provided the wages and *health benefits* required by the LWO.
3. **Investigation in Response to Specific Concerns or Complaints.** Whether based upon a complaint or otherwise, the City shall initiate an investigation when there is a specific concern or *complaint* about a *covered employer* related to the LWO. If a *covered employee* alleges noncompliance with the LWO or retaliation by the *covered employer* as a result of an allegation, the City shall initiate an investigation pursuant to these Rules.
4. **Employer's Failure to Reasonably Cooperate.** If a *covered employer* fails to produce requested documentation, fails to allow access to the work site or the *covered employees* for employee interviews, or otherwise unreasonably fails to cooperate, the Living Wage Manager may consider the *covered employer* to be out of compliance with the LWO. In addition to remedies provided in the LWO, the Living Wage Manager may request payments to the *covered employer* be withheld until the *covered employer* cooperates.

G. ENFORCEMENT

1. **Notice to Employer of LWO Violations.** Whether based upon a *complaint* or otherwise, if the Living Wage Manager determines that a *covered employer* is not in compliance with the LWO, the Living Wage Manager will issue a written notice to the *covered employer* that the violation is to be corrected within 30 days. Requests for reasonable extensions of time may be approved by the Living Wage Manager.
2. **Remedies.** If a *covered employer* has not demonstrated within 30 days that it has substantially cured any material violation of the LWO, the Living Wage Manager upon approval from the Purchasing & Contracting Director shall initiate one or more of the following:

- a. Request the *City* to declare a material breach of the *service contract*, *financial assistance agreement*, or *City facility agreement* and exercise its contractual remedies including but are not limited to termination of the *service contract*, *financial assistance agreement*, or *City facility agreement* and the return of monies paid by the *City* for services not rendered.
 - b. Recommend debarment under Chapter 2, Article 2, Division 8 of the San Diego Municipal Code to debar the *covered employer* from future *City* contracts for a period of three years or until all penalties and/or restitution have been fully paid, whichever occurs last.
 - c. Request a determination of non-responsibility under Chapter 2, Article 2, Division 30 of the San Diego Municipal Code.
 - d. Request that the City Attorney bring a civil action against the employer seeking any legal remedies, including but not limited to:
 - (1) Where applicable, payment to the *covered employee* of all unpaid wages or *health benefits* prescribed by the LWO; and/or
 - (2) A fine payable to the *City* in the amount of up to one hundred dollars (\$100) per *covered employee* for each day the violation remains uncured.
 - (3) The *City's* administrative costs.
 - e. Refer violations of the LWO to appropriate local state, and/or federal agencies and authorities.
3. **Consequence for Two or More Violations.** If a *covered employer* is determined by the *City* to have violated the LWO two or more times in a two-year period, the *City* shall take enforcement actions described in San Diego Municipal Code section 22.4230(f) even if the *covered employer* has substantially cured any material violations.
4. **Prime Contractor Responsible for Subcontractor.** A *covered employer* who is a prime contractor is responsible to:
- a. Inform covered subcontractors of their obligation to comply with the LWO;
 - b. Include language requiring the subcontractor to comply with the LWO in each subcontract between the prime contractor and a covered subcontractor;
 - c. Inform covered *subcontractors* that they are required to file a Certification of Compliance within 30 days of becoming a *covered employer*; and
 - d. Cooperate with the *City's* investigation of covered *subcontractors*.
5. **Employee's Right to File Action.** A *covered employee* claiming a violation of the LWO shall have the right to file an action against his or her *covered employer* in the appropriate court within three years after discovery of the alleged violation. The court shall award the following:

- a. For failure to pay the required living wage: the difference between the required living wage rate and the amount actually paid to the *covered employee*, plus interest, and penalties for *willful violations*.
 - b. For failure to pay the *health benefits rate*: the difference between the required *health benefits rate* and the amount actually paid towards the *health benefits rate* for the *covered employee*, plus interest, and penalties for *willful violations*.
 - c. For retaliation for exercise of any rights provided for under the LWO: reinstatement, back pay, and/or any other relief that a court may deem appropriate.
 - d. For a *willful violation* of this division, a court shall award as a penalty up to three times the amount of damages.
 - e. The court shall award reasonable attorney's fees and costs to a *covered employee* who prevails in any such private action and to a *covered employer* who prevails if the *covered employee's* suit is found to be frivolous.
6. **Prohibition against Retaliation.** Neither a *covered employer* nor a *covered employer's* representative shall take any action against a *covered employee* in retaliation for alleging noncompliance with the LWO or for providing information towards or cooperating in an investigation regarding compliance with the LWO. When undertaken for retaliatory purposes, *unfair immigration-related practice* has the same meaning as in California Labor Code section 1019(b)(1).
- a. California Labor Code section 1019(b)(1) prohibits any of the following practices:
 - (1) Requesting more or different documents than required or refusal to honor documents that reasonably appear to be genuine.
 - (2) Using the federal E-Verify system to check employment authorization status of a person in a manner not required or not authorized.
 - (3) Threatening to file or the filing of a false police report.
 - (4) Threatening to contact or contacting immigration authorities.
 - b. *Unfair immigration-related practice* does not include conduct undertaken at the express and specific direction or request of the federal government.

H. EMPLOYEE COMPLAINT PROCESS

- 1. **Employee Complaints.** A *covered employee* who alleges violation of any provision of the LWO by a *covered employer* may report such acts to the Living Wage Manager and, at the *covered employee's* discretion, exhaust available employer internal remedies. An employee making a *complaint* regarding a *covered employer's* compliance with the LWO may submit the *complaint* in writing to the Living Wage Manager, on the LWO Employee Complaint Form, which is included in Appendix B.

2. **Complaints Alleging Retaliation.** A *covered employee* claiming retaliation (such as termination, reduction in wages or benefits, adverse changes in working conditions, or an *unfair immigration-related practice*) under terms of the LWO may report the alleged retaliation to the Living Wage Manager in writing, on the LWO Employee Complaint Form, which is included in Appendix B.
3. **Confidentiality of Information during Investigation.** Consistent with the California Public Records Act, information and records obtained by the *City* in the course of its *complaint* investigations, including identity of the complainants and witnesses, shall be considered confidential and exempt from public disclosure during the course of the investigation.
4. **Investigation of Employee Complaints.** Upon receipt of a *covered employee's* written *complaint*, the *City* shall investigate and address any alleged violation of LWO requirements. Upon conclusion of the investigation, the Living Wage Manager shall notify the employee of the results.
5. **Resolution of Investigation into Employee Complaints.** The *City* will attempt to complete an investigation into an employee's *complaint* within 30 to 60 days. If the investigation is not complete within 60 days, the Living Wage Manager will notify the *covered employee* of the status of the investigation and provide regular status reports to the *covered employee* every 30 days until the investigation is completed.
6. **Submission of Additional Information after Completion of Investigation.** Upon completion of an investigation and upon approval from the Purchasing & Contracting Director, the Living Wage Manager will notify the *covered employee*, and the *covered employer* if appropriate, of the investigation results.
 - a. Either the *covered employee* or the *covered employer* may request reconsideration of the Living Wage Manager's investigation findings. Such request for reconsideration shall be based solely on discovery of new information, which, along with the written reconsideration request, shall be submitted to the Living Wage Manager, within 30 days of receiving notice of the findings.
 - b. If the request for reconsideration and new information is received before the 30 day deadline, the Living Wage Manager upon approval from the Purchasing & Contracting Director will re-evaluate the original *complaint* and notify the employee and the employer the result of the reconsideration.
 - c. If the request for reconsideration and the new information is submitted after the 30 day deadline, the discretion of whether to reopen the investigation shall lie solely with the Purchasing & Contracting Director.
7. **Payment of Amounts Due to Employees.** If corrective payments are required to be paid to *covered employees* in order to comply with the LWO, the *covered employer* shall pay the entire amount due to each *covered employee* in one payment within the time period required by the *City* in its notice to the *covered employer*.

APPENDIX A



LIVING WAGE PROGRAM

202 C Street, MS 8A, San Diego, CA 92101
 Phone (619) 236-6172 or (619) 236-6682 Fax (619) 533-3204
sandiego.gov/purchasing/programs

LIVING WAGE ORDINANCE LIVING WAGE RATES

EFFECTIVE DATES	INCREASE*	CASH WAGE + HEALTH BENEFITS	FULL CASH WAGE
July 1, 2016 – June 30, 2017	1.60%	\$12.21 + \$2.45 per hour in Health Benefits	\$14.66 per hour
July 1, 2015 – June 30, 2016	1.85%	\$12.02 + \$2.41 per hour in Health Benefits	\$14.43 per hour
July 1, 2014 – June 30, 2015	1.30%	\$11.80 + \$2.37 per hour in Health Benefits	\$14.17 per hour
July 1, 2013 – June 30, 2014	1.60%	\$11.65 + \$2.34 per hour in Health Benefits	\$13.99 per hour
July 1, 2012 – June 30, 2013	3.00%	\$11.47 + \$2.30 per hour in Health Benefits	\$13.77 per hour
July 1, 2011 – June 30, 2012	1.30%	\$11.14 + \$2.23 per hour in Health Benefits	\$13.37 per hour
July 1, 2010 – June 30, 2011	0.00%	\$11.00 + \$2.20 per hour in Health Benefits	\$13.20 per hour
July 1, 2009 – June 30, 2010	3.90%	\$11.00 + \$2.20 per hour in Health Benefits	\$13.20 per hour
July 1, 2008 – June 30, 2009	2.30%	\$10.58 + \$2.12 per hour in Health Benefits	\$12.70 per hour
July 1, 2007 – June 30, 2008	3.40%	\$10.34 + \$2.07 per hour in Health Benefits	\$12.41 per hour
July 1, 2006 – June 30, 2007	N/A	\$10.00 + \$2.00 per hour in Health Benefits	\$12.00 per hour

* Living Wage rate increase is in accordance with San Diego Municipal Code section 22.4220(b): The hourly wage rates will be upwardly adjusted each July 1 to reflect the change in the Consumer Price Index for All Urban Consumers for the San Diego – Carlsbad – San Marcos Metropolitan Statistical Area for the twelve-month period preceding December 31. The *health benefits rate* will be consistent with the *Affordable Care Act* and any other applicable federal and state law provisions. Prior to April 1 of each year, the City will calculate the new rates and provide notice to all *covered employers* by posting on the City's web site the rates in effect for the next fiscal year.

Additional information is available from the City of San Diego's Living Wage Program (see contact information above).

LIVING WAGE ORDINANCE NOTICES AND FORMS

The notices and forms listed below are approved by the City of San Diego for use in conjunction with these Rules. When these Rules refer to the use of a notice or form, only the current version included in this Appendix B may be used.

NOTICES:

Living Wage Ordinance Notice to Employees (English, Spanish)

Affordable Care Act Information (English, Spanish)

Earned Income Tax Credit Information (English, Spanish)

FORMS:

Living Wage Ordinance Certification of Compliance

Living Wage Ordinance Application for Exemption

Living Wage Ordinance Employee Complaint Form (English, Spanish)



LIVING WAGE PROGRAM

202 C Street, MS 8A, San Diego, CA 92101
 Phone (619) 236-6172 or (619) 236-6682 Fax (619) 533-3204
sandiego.gov/purchasing/programs

LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

This employer is a contractor with the City of San Diego. This contract is subject to the Living Wage Ordinance. You must be paid "a living wage" for any hours you work on this contract.

THESE ARE YOUR RIGHTS

MINIMUM HOURLY PAY:

- ◆ \$14.66/hour without health benefits.

OR

- ◆ \$12.21/hour plus at least \$2.45/hour for health benefits.
- ◆ It's the employer's choice whether to provide health benefits.
- ◆ If health benefits cost less than \$2.45/hour, the difference is added to the hourly wage.
- ◆ Rates are adjusted annually; listed rates are effective from July 1, 2015, through June 30, 2016.

MINIMUM HOURS OFF PER YEAR:

- ◆ 80 paid leave hours for illness, vacation, or personal need.
- ◆ Leave time is in addition to paid holidays.
- ◆ Leave time is pro-rated based on living wage hours worked.

AND

- ◆ 80 unpaid leave hours for personal or family illness.

RETALIATION IS PROHIBITED:

- ◆ Employers may not fire, reduce pay or discriminate against a worker for filing a complaint.

FOR MORE INFORMATION

For complete information or to obtain a complaint form if you believe your rights are being violated, please contact the Living Wage Program.

ORDENANZA DEL SUELDO DIGNO

AVISO PARA EMPLEADOS

Este empleador es contratista de la Ciudad de San Diego. Este contrato está sujeto a la Ordenanza del Sueldo Digno. Usted debe ser pagado "un sueldo digno" por cada hora trabajada bajo este contrato.

ESTOS SON SUS DERECHOS

COMPENSACIÓN MÍNIMA POR HORA:

- ◆ \$14.66/hora sin prestaciones médicas.

O

- ◆ \$12.21/hora más un mínimo de \$2.45/hora para prestaciones médicas.
- ◆ Es la elección del empleador de ofrecer prestaciones médicas.
- ◆ Si las prestaciones médicas cuestan menos de \$2.45/hora, la diferencia es añadida al salario.
- ◆ El sueldo se ajusta anualmente; el sueldo actual tiene vigencia de Julio 1, 2015, hasta Junio 30, 2016.

MÍNIMO HORAS LIBRES CADA AÑO:

- ◆ 80 horas pagadas para enfermedad, vacaciones, o necesidad personal.
- ◆ Horas pagadas son agregadas a los días festivos.
- ◆ Horas pagadas son ajustadas por horas trabajadas al sueldo digno.

Y

- ◆ 80 horas sin paga por enfermedad personal o familiar.

SE PROHIBE CUALQUIER TIPO DE REPRESALIA:

- ◆ Los empleadores no pueden despedir, reducir la paga, ni discriminar contra un trabajador que solicita una queja.

PARA MAYOR INFORMACION

Para más información o para obtener un formulario de quejas si usted considera que sus derechos han sido violados, por favor llame el "Living Wage Program."

A.C.A.

AFFORDABLE CARE ACT

The federal law called the *Patient Protection and Affordable Care Act* provides a number of ways to help make quality health care coverage more affordable.

For individuals, financial assistance is available on a sliding scale, with more support for those who earn less.

Millions of Californians will qualify for government assistance to make insurance more affordable.

COVERED CALIFORNIA

Covered California is a state agency created to help Californians who don't get health insurance from their job or a public program.

If you have health insurance through work or a public program, keep it. But if not, Covered California can help.

Assistance is based on your income. If your income is limited, you may be eligible for free coverage through Medi-Cal. And no one can be denied for having a pre-existing medical condition.

FOR MORE INFORMATION

CALL 800-300-1506

VISIT www.CoveredCA.com

LEY DE CUIDADO DE SALUD ASEQUIBLE

La ley federal de *Protección al Paciente y Cuidado de Salud Asequible* brinda varias maneras para hacer que su cobertura de cuidado de salud sea más accesible.

Las personas pueden recibir ayuda financiera de acuerdo a una escala proporcional que dará más ayuda a quienes tengan menos ingresos.

Millones de californianos calificarán para obtener ayuda del gobierno haciendo el seguro médico más accesible.

COVERED CALIFORNIA

Covered California es una agencia estatal creada para ayudar a los californianos que no reciben seguro médico de su trabajo o de un programa público.

Si tiene seguro médico a través de su trabajo o un programa público, consérvelo. Si no, Covered California le puede ayudar.

La ayuda se basa en sus ingresos. Si su ingreso es limitado, usted puede ser elegible para la cobertura gratuita a través de Medi-Cal. Y no pueden negársela a nadie por tener una condición médica preexistente.

PARA MÁS INFORMACIÓN

LLAME AL 800-300-0213

VISITE www.CoveredCA.com/espanol/

العربية (Arabic)
800-826-6317

فارسی (Farsi)
800-921-8879

ភាសាខ្មែរ (Khmer)
800-906-8528

Español (Spanish)
800-300-0213

Հայերեն (Armenian)
800-996-1009

Filipino
800-983-8816

한국어 (Korean)
800-738-9116

Русский (Russian)
800-778-7695

中文 (Chinese)
800-300-1533

Hmoob (Hmong)
800-771-2156

ພາສາລາວ (Lao)
800-357-7976

Tiếng Việt (Vietnamese)
800-652-9528

E.I.T.C.

Earned Income Tax Credit

The Earned Income Tax Credit, or EITC, is a tax break for people who work but do not earn high incomes. Taxpayers who qualify and claim the credit could pay less federal tax, pay no tax, or receive a refund.

All people eligible for EITC have 7 things in common:

1. Must have earned income.
2. Must have a valid Social Security number.
3. Cannot file as married filing separately.
4. Generally cannot be a nonresident alien.
5. Cannot be a qualifying child of another person.
6. Cannot be filing Form 2555 or Form 2555-EZ.
7. Investment income amount is limited.

The 4 most common EITC filing errors:

1. Claiming a child who's not a qualifying child.
2. Married taxpayers who incorrectly file as single or head of household.
3. Misreporting income.
4. Incorrect Social Security Numbers.

For more information:

CALL 1.800.829.1040
VISIT www.irs.gov/eitc
ASK YOUR TAX PREPARER

El Crédito Tributario por Ingreso del Trabajo

El Crédito Tributario por Ingreso de Trabajo, o EITC, es un beneficio tributario para las personas que trabajan pero que no ganan mucho dinero. Los contribuyentes que reúnen los requisitos y reclaman el crédito podrían pagar menos impuesto federal, no pagar ningún impuesto federal o hasta recibir un reembolso.

Todas las personas que reúnen los requisitos para el EITC tienen 7 cosas en común:

1. Tienen que tener ingreso de trabajo
2. Tienen que tener un número de seguro social válido
3. No pueden presentar la declaración como casados que presentan por separado
4. Por lo general, no pueden ser extranjeros no residentes
5. No pueden ser hijo calificado de otra persona
6. No pueden presentar el Formulario 2555 o el Formulario 2555-EZ
7. El ingreso de inversiones es limitado

Los 4 errores más frecuentes que se cometen cuando se reclama el EITC:

1. Reclamar un hijo que no es un hijo calificado
2. Contribuyentes casados que presentan la declaración incorrectamente como soltero o cabeza de familia
3. Declarar el ingreso incorrectamente
4. Números de seguro social incorrectos

Para más información:

LLAME AL 1.800.829.1040
VISITE www.irs.gov/espanol
PREGÚNTELE A SU PREPARADOR DE IMPUESTOS

**LIVING WAGE ORDINANCE
CERTIFICATION OF COMPLIANCE**

COMPANY INFORMATION

Company Name:

Company Address:

Company Contact Name:

Contact Phone:

CONTRACT INFORMATION

Contract Number (if no number, state location):

Start Date:

Contract Title (or description):

End Date:

Purpose/Service Provided:

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate of \$12.21 and health benefits rate of \$2.45 (adjusted annually on July 1).
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash.
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used.
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act.
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO.
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO.
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.
- (h) Perform at least fifty percent (50%) of the work with its own employees.
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withhold of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Name of Signatory

Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

**LIVING WAGE ORDINANCE
APPLICATION FOR EXEMPTION**

COMPANY INFORMATION

Company Name: _____ Contact Name: _____
Company Address: _____ Contact Phone: _____

CONTRACT INFORMATION

Contract Number (or location): _____ Start Date: _____
Contract Title (or description): _____ Purpose/Service Provided: _____

EXEMPTION BASIS

Check one option and submit required supporting documentation.

- ☐ **Business employs 12 or fewer employees**, including parent and subsidiary entities, for each working day in each of 20 or more calendar weeks in current or preceding calendar year and, in the City's determination, will not need to retain more than a total of 12 employees (including subcontractors) to perform work related to the City contract. SDMC section 22.4215 (c)(1).
Required documentation: Correspondence on company letterhead and signed by a legally authorized officer documenting number of employees and listing subcontractors AND copy of firm's State of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation) [form DE9C] for prior two quarters AND list of subcontractors AND copy of Purchase Agreement or Purchase Order.
- ☐ **Business organized under IRS section 501(c)(3)** and highest officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid covered employee. SDMC section 22.4215 (c)(2).
Required documentation: Copy of IRS letter recognizing status as non-profit organized under section 501(c)(3) AND statement of salary listing corporation's highest paid officer and lowest paid covered employee, both computed on an hourly basis AND copy of Purchase Agreement or Purchase Order.
- ☐ **Collective Bargaining Agreement** specifically (in writing) supersedes the Living Wage Ordinance. SDMC section 22.4240.
Required documentation: Copy of collective bargaining agreement OR written confirmation from union representing employees working on the contract AND copy of Purchase Agreement or Purchase Order.
- ☐ **Other Cite LWO Municipal Code section:** _____
Required documentation: Correspondence with explanation of basis for exemption request AND copy of Purchase Agreement or Purchase Order.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California that information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory _____ Title of Signatory _____

Signature _____ Date _____

Approval of this application exempts only the listed contractor from the LWO during performance of this contract. A subcontractor performing work on this contract is not exempt unless separate exemption is applied for and approved.

FOR OFFICIAL CITY USE ONLY

☐ Not Approved – Reason: _____
☐ Approved LWO Analyst: _____ Date: _____

EMPLOYEE COMPLAINT FORM
FORMULARIO DE QUEJAS

COMPANY INFORMATION
INFORMACIÓN SOBRE LA COMPAÑÍA

Company Name:

Nombre de la Compañía:

Company Address:

Dirección de la Compañía:

Company Phone:

Teléfono de la Compañía:

Work Site Address:

Sitio de Trabajo:

Supervisor Name:

SupervisorGerente:

EMPLOYEE INFORMATION
INFORMACIÓN SOBRE EL EMPLEADO

Your Name:

Su Nombre:

Social Security Number:

Número de Seguro Social:

Address:

Direccion:

Phone number

Home:

Work:

Cell phone:

Número de teléfono

Residencia:

Trabajo:

Teléfono celular

Hourly Rate Paid:

Sueldo por hora:

Overtime Rate Paid:

Sueldo por horas extras:

Current job title:

Puesto:

How long have you worked for this company?

¿Cuánto tiempo ha trabajado para esta compañía?

Do you receive health benefits?

¿Recibe usted beneficios médicos?

If Yes, how much do you pay for your benefits?

¿Si Sí, cuánto le hacen pagar por sus beneficios médicos?

EMPLOYEE COMPLAINT
QUEJA DEL EMPLEADO

Use reverse side if needed
Use el reverso si requiere de mas espacio

Signature | *Firma del Empleado*

Date | *Fecha*

FOR OFFICIAL CITY USE ONLY
PARA USO OFICIAL DE LA CIUDAD SOLAMENTE

Date of Receipt:

LWO Analyst:

Contract Number:

FISCAL YEAR 2016 LWO CONTRACTS						
<u>Contract #</u>	<u>Bid #</u>	<u>Contractor</u>	<u>Contract Title</u>	<u>Start</u>	<u>End</u>	<u>Contract Amount</u>
4500056187		Pestmaster Services, Inc	Bee and Wasp Removal/Extermination	08/28/2015	06/30/2016	\$3,000
4500065726		Westturf Landscape Maintenance	Landscape Services-SDPD	07/01/2015	06/30/2016	\$25,000
4500065922		Acacia Landscape Company	Landscape Services-Mount Hope Cemetery	07/01/2015	06/30/2016	\$100,000
4500065927		Acacia Landscape Company	Landscape Maint Carmel Mountain Ranch	07/01/2015	06/30/2016	\$44,550
4500065928		Acacia Landscape Company	Landscape Maint Stonebridge Park	07/01/2015	06/30/2016	\$46,976
4500065929		Aztec Landscaping, Inc	Landscape Maint Thurgood Marshall Middle	07/01/2015	06/30/2016	\$40,233
4500065998		Aztec Landscaping, Inc	Landscape Maint Parkside Park	07/01/2015	06/30/2016	\$20,000
4500066037		Acacia Landscape Company	Landscape Maint Scripps Ranch Park	07/01/2015	06/30/2016	\$71,566
4500066038		Aztec Landscaping, Inc	Landscape Maint Ashley Falls Park	07/01/2015	06/30/2016	\$49,672
4500066044		Westturf Landscape Maintenance	Landscape Maint Views West Park	07/01/2015	06/30/2016	\$51,619
4500066047		Contemporary Design Landscape	Landscape Maint La Jolla Village Drive MAD	07/01/2015	06/30/2016	\$25,467
4500066098		Brewer Lawn Maintenance, Inc	Landscape Maint Washington Street MAD	07/01/2015	06/30/2016	\$27,521
4500066113		Westgate Hotel	Refreshments for Planning Commission	07/01/2015	06/30/2016	\$6,000
4500066114		Westgate Hotel	Refreshments Technical Advisory Comm	07/01/2015	06/30/2016	\$3,000
4500066143		Pestmaster Services, Inc	Pest Control Services-IT Dept	07/01/2015	06/30/2016	\$2,000
4500066296		Cartwright Termite & Pest Control	Pest control for Mission Trails Regional Park	07/01/2015	06/30/2016	\$2,300
4500066298		Cartwright Termite & Pest Control	Pest control service at the Tecolote Nature	07/01/2015	06/30/2016	\$2,420
4500066430		Aztec Landscaping, Inc	Landscape Maint Carmel Del Mar Park	07/01/2015	06/30/2016	\$24,934
4500066538		California Conservation Corps	Brush Abatement Park & Recreation Dept	07/09/2015	06/30/2016	\$25,000
4500066542		Acacia Landscape Company	Landscape Maint Communication Sites	07/01/2015	06/30/2016	\$5,000
4500066545		Ocean Blue Environmental	Disposal Services-IT Dept	07/01/2015	06/30/2016	\$1,000
4500066576		Lloyd Pest Control Co, Inc	Pest Control Logistics, Storeroom 2	07/01/2015	06/30/2016	\$975
4500066614		Ace Relocation Systems, Inc	Relocation Services-Mayor's Office	07/01/2015	06/30/2016	\$500
4500066682		San Diego Sportservice, Inc	Provide Coffee Service	07/01/2015	06/30/2016	\$1,300
4500066735		San Diego Landfill Systems	Disposal Biosolids-PUD	07/01/2015	06/30/2016	\$6,200,000
4500066776		Blue Skies Landscape	Landscape Maint Eastgate MAD	07/01/2015	06/30/2016	\$49,964
4500066968		C & M Transfer	Moving services-DSD	07/01/2015	06/30/2016	\$24,999
4500067126		Aztec Landscaping, Inc	Landscape Maint Rolando Mini Park	07/01/2015	06/30/2016	\$13,000
4500067203		Westturf Landscape Maintenance	Landscape Maint Fleet Services Facility	07/01/2015	06/30/2016	\$4,000
4500067314		Soil Safe of California, Inc	Wash Rack Sludge Removal Services	07/16/2015	06/30/2016	\$5,000
4500067381		Cartwright Termite & Pest Control	Pest Control CPI-P&R Dept	07/01/2015	06/30/2016	\$10,000

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500067411		Acacia Landscape Company	Landscape Maint Highland Ranch	07/01/2015	06/30/2016	\$24,277
4500067414		Brewer Lawn Maintenance, Inc	Landscape Maint Webster/Federal Blvd MAD	07/01/2015	06/30/2016	\$8,599
4500067417		Contemporary Design Landscape	Landscape Maint Campus Point MAD	07/01/2015	06/30/2016	\$9,987
4500067565		Lloyd Pest Control Co, Inc	Pest Control Services at Central Ops Bldg	07/01/2015	06/30/2016	\$1,200
4500067577		Brewer Lawn Maintenance, Inc	Landscape Maint Bay Terrace Parkside MAD	07/01/2015	06/30/2016	\$10,848
4500067579		Brewer Lawn Maintenance, Inc	Landscape Maint Kings Row MAD	07/01/2015	06/30/2016	\$2,757
4500067581		Ocean Blue Environmental	Disposal Services Balboa Park	07/01/2015	06/30/2016	\$1,500
4500067582		Asbury Environmental Services	Disposal of Used Oil & Gasoline Filters	07/01/2015	06/30/2016	\$500
4500067585		Ocean Blue Environmental	Hazardous Waste Pick Up and Disposal	07/01/2015	06/30/2016	\$2,000
4500067598		Ocean Blue Environmental	Remove and dispose of Hazardous materials-	07/01/2015	06/30/2016	\$1,500
4500067600		Brewer Lawn Maintenance, Inc	Landscape Maint Washington Street MAD	07/01/2015	06/30/2016	\$2,160
4500067628		Pestmaster Services, Inc	Pest Control Services for the Carmel Valley	07/01/2015	06/30/2016	\$3,000
4500067629		Securitas Security Services USA	Security Services Scripps Miramar Ranch	07/01/2015	06/30/2016	\$5,000
4500067630		San Diego Power Clean	Power Washing Washington Street MAD	07/01/2015	06/30/2016	\$4,900
4500067631		Aztec Landscaping, Inc	Landscape Maint Howard Park	07/01/2015	06/30/2016	\$25,000
4500067633		Natures Element Landscaping	Landscape Maint North Park MAD	07/01/2015	06/30/2016	\$5,000
4500067660		FRS Environmental, Inc	Disposal Services North City	07/01/2015	06/30/2016	\$1,000
4500067848		Acacia Landscape Company	Landscape Maint Coral Gate MAD	07/01/2015	06/30/2016	\$65,137
4500067877		Landcare Logic	Landscape Maint Park Village MAD	07/01/2015	06/30/2016	\$22,100
4500067878		Securitas Security Services USA	Security Services Miramar Ranch North MAD	07/01/2015	06/30/2016	\$3,500
4500067932		Able Patrol & Guard	Security Services Brown Field	07/01/2015	06/30/2016	\$25,000
4500067934		Able Patrol & Guard	Security Services Montgomery Field	07/01/2015	06/30/2016	\$25,000
4500068021		Ace Parking Management, Inc	Charter Bus Service	07/01/2015	06/30/2016	\$15,120
4500068060		Bird Solutions	Pest Control-SDPD	07/01/2015	06/30/2016	\$1,000
4500068087		Patriot Environmental	Hazmat Disposal Service-SDPD	07/01/2015	06/30/2016	\$25,000
4500068150		Ace Parking Management, Inc	ADA Shuttle Services for Events	07/01/2015	06/30/2016	\$14,000
4500068196		C & M Transfer	Moving services-PWD	07/01/2015	06/30/2016	\$19,727
4500068249		Lloyd Pest Control Co, Inc	Pest Control-Facilities Division	07/01/2015	06/30/2016	\$9,000
4500068258		Aegis Pest Services	Pest Control-RH/OOTD	07/01/2015	06/30/2016	\$8,350
4500068330		Knotts Pest Control, Inc	Pest Control City-Wide Open Space	07/01/2015	06/30/2016	\$2,000
4500068510		T & T Janitorial	As needed maintenance and cleaning	08/01/2015	06/30/2016	\$99,720
4500068551		T & T Janitorial	Janitorial Services Central Library	08/01/2015	06/30/2016	\$100,000
4500068586		Knotts Pest Control, Inc	Pest Control Los Penasquitos	07/01/2015	06/30/2016	\$955

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500068638		Agricultural Pest Control	Pest Control Mount Hope Cemetery	07/01/2015	06/30/2016	\$3,500
4500068640		Natures Image	Herbicide treatment and biomass removal	07/01/2015	06/30/2016	\$49,662
4500068642		Elite Show Services, Inc	Security Services for Petco Park City Owned	07/29/2015	06/30/2016	\$17,500
4500068651		Terminix Commercial	Pest Control CCP Building	07/01/2015	06/30/2016	\$2,340
4500068668		Knotts Pest Control, Inc	Pest Control Bait Stations	07/01/2015	06/30/2016	\$1,500
4500068803		Corporal Building Services	Carpet Cleaning Services-Branch Libraries	07/30/2015	06/30/2016	\$15,000
4500068804		Corporal Building Services	Window Cleaning All Libraries	07/30/2015	06/30/2016	\$25,000
4500068934		Diamond Environmental Services	Grease Trap Pumping Park & Recreation	08/03/2015	06/30/2016	\$13,000
4500068943		Knotts Pest Control, Inc	Vector Control Balboa Park Golf Course	08/03/2015	06/30/2016	\$5,000
4500068950		Able Patrol & Guard	Security Services City Treasurer	08/03/2015	06/30/2016	\$47,502
4500068952		Diamond Environmental Services	As Needed Pumping Services-Qualcomm	08/03/2015	06/30/2016	\$2,000
4500068978		Pro Window Cleaning	Window Cleaning Balboa Park Golf Course	08/03/2015	06/30/2016	\$4,000
4500069056		Pro Window Cleaning	Window Cleaning Environmental Svcs Dept	08/04/2015	06/30/2016	\$6,118
4500069091		Prizm Janitorial Services, Inc	Janitorial Services of Operations &	07/01/2015	06/30/2016	\$10,560
4500069113		United Sites Services Of Ca Inc	Wastewater Removal at Shoreline Parks	08/05/2015	06/30/2016	\$6,000
4500069209		Blue Skies Landscape	Landscape Maintenance San Diego Fire Dept	08/06/2015	06/30/2016	\$16,800
4500069258		Atlas Environmental Services, Inc	As Needed Tree Trimming San Diego Police	08/07/2015	06/30/2016	\$10,000
4500069401		Rochester Midland Corporation	Restroom Deodorizing Services	08/10/2015	06/30/2016	\$500
4500069453		Prizm Janitorial Services, Inc	Janitorial Services for SDFD	08/11/2015	06/30/2016	\$16,300
4500069454		Pro Window Cleaning	Window Cleaning San Diego Fire Dept	08/11/2015	06/30/2016	\$600
4500069479		Pro Window Cleaning	Window Cleaning Dept of IT	08/11/2015	06/30/2016	\$2,000
4500069498		Premier Carpet Care	Carpet Cleaning Services-Qualcomm	08/11/2015	06/30/2016	\$80,000
4500069564		Prizm Janitorial Services, Inc	Janitorial Services for Logistics	08/12/2015	03/31/2016	\$22,000
4500069569		Landcare Logic	Landscape Maintenance Imperial Market	08/12/2015	06/30/2016	\$20,000
4500069665		Blue Skies Landscape	Landscape Maintenance Field Engineering	08/13/2015	06/30/2016	\$40,168
4500069747		Rochester Midland Corporation	Restroom Deodorizing Services	08/14/2015	06/30/2016	\$9,220
4500069748		Rochester Midland Corporation	Restroom Deodorizing Services	08/14/2015	06/30/2016	\$859
4500069749		Rochester Midland Corporation	Restroom Deodorizing Services	08/14/2015	06/30/2016	\$2,000
4500069750		Rochester Midland Corporation	Restroom Deodorizing Services	08/14/2015	06/30/2016	\$1,900
4500069811		C & M Transfer	Furniture Relocation For NTC	08/17/2015	06/30/2016	\$14,000
4500069880		Rochester Midland Corporation	Restroom Deodorizing Services	08/14/2015	06/30/2016	\$1,200
4500069895		NMS Management, Inc	Janitorial Services Miramar Landfill	08/18/2015	06/30/2016	\$1,250
4500069944		Valley Crest Tree Company	Tree Maintenance North City Water	08/18/2015	06/30/2016	\$25,000

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500069970		San Diego Power Clean	Pressure Washing El Cajon Blvd MAD	08/18/2015	06/30/2016	\$5,000
4500069971		D2 Distributors, LLC	Janitorial Services Lifeguard Headquarters	08/18/2015	06/30/2016	\$4,000
4500069975		D2 Distributors, LLC	Janitorial Services City Treasurer	08/18/2015	06/30/2016	\$3,900
4500069983		Aztec Landscaping, Inc	Landscape Maintenance Grove Avenue	08/18/2015	06/30/2016	\$9,000
4500070016		Southland Aquatic Management	Pond Maintenance & Repairs - Mission Bay	08/19/2015	06/30/2016	\$24,720
4500070021		Patriot Environmental	Vacuum Truck Services	08/19/2015	06/30/2016	\$25,000
4500070028		Acacia Landscape Company	Landscape Maintenance SPS #4	08/19/2015	06/30/2016	\$4,000
4500070033		Knotts Pest Control, Inc	Pest Control Control Balboa Park &	08/19/2015	06/30/2016	\$5,000
4500070110		Natures Element Landscaping	Landscape Maintenance El Cajon Blvd MAD	08/20/2015	06/30/2016	\$8,000
4500070133		West Coast Arborists, Inc	Tree Trimming North Park Branch Library	08/20/2015	06/30/2016	\$306
4500070184		Bird Solutions	Pest Control Police Department	08/21/2015	06/30/2016	\$8,264
4500070242		Southbay Heaven's Best	As Needed Carpet Cleaning	08/24/2015	06/30/2016	\$2,150
4500070243		D2 Distributors, LLC	Janitorial Services Publishing Services	08/24/2015	06/30/2016	\$9,442
4500070245		Rochester Midland Corporation	Restroom Deodorizing Services	08/24/2015	06/30/2016	\$1,350
4500070253		C & M Transfer	Moving Services	08/24/2015	06/30/2016	\$2,520
4500070295		Lloyd Pest Control Co, Inc	Pest Control Central Library	08/25/2015	06/30/2016	\$6,000
4500070296		Cartwright Termite & Pest Control	Pest Control Branch Libraries	08/25/2015	06/30/2016	\$10,000
4500070303		NMS Management, Inc	Janitorial Services at SBWRP	08/25/2015	06/30/2016	\$25,000
4500070448		Goldfield Stage Company	Charter Bus Service As Needed	08/27/2015	06/30/2016	\$7,000
4500070482		Natures Element Landscaping	Landscape Maintenance Bridge Deck	08/27/2015	06/30/2016	\$5,000
4500070530		A O Reed	Maintenance Sewer Drainage War Memorial	08/28/2015	06/30/2016	\$4,936
4500070534		Colt Services Inc	Carpet And Tile Cleaning	08/28/2015	06/30/2016	\$4,000
4500070541		Knotts Pest Control, Inc	Pest Control Otay Water Treatment Plant	08/28/2015	06/30/2016	\$7,000
4500070542		Colt Services Inc	Carpet Cleaning Services	08/28/2015	06/30/2016	\$2,000
4500070543		Colt Services Inc	Carpet Cleaning Services	08/28/2015	06/30/2016	\$10,000
4500070571		Blue Skies Landscape	Mulch Installation Pacific Beach Library	08/30/2015	06/30/2016	\$4,980
4500070610		Landscapes USA, Inc	Landscape Maintenance Park Village MAD	08/31/2015	06/30/2016	\$42,652
4500070700		C & M Transfer	Equipment Handling And Miscellaneous	09/02/2015	06/30/2016	\$15,000
4500070805		C & M Transfer	Moving Services For Fleet Division	09/04/2015	06/30/2016	\$1,560
4500070854		Ponderosa Landscape, Inc	Landscape Maintenance Library Dept	09/08/2015	06/30/2016	\$49,600
4500070898		Ace Relocation Systems, Inc	Moving Services for Commission for Arts and	09/09/2015	06/30/2016	\$2,228
4500070911		Black Sage Environmental, Inc	As Needed Invasive Weed Management	09/09/2015	06/30/2016	\$20,000
4500070980		Knotts Pest Control, Inc	Provide As Needed Vector Control	09/10/2015	06/30/2016	\$150

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500070987		Doug's Filter Service, Inc	Air Filter Cleaning	09/10/2015	06/30/2016	\$3,000
4500070996		Merchants Building Maintenance	Janitorial Services North City Water	09/11/2015	06/30/2016	\$25,000
4500070999		Prizm Janitorial Services, Inc	Janitorial Services for WWWD's Station 1	09/11/2015	06/30/2016	\$38,400
4500071001		T & T Janitorial	Janitorial Services for WWWD's Point Loma	09/11/2015	06/30/2016	\$25,000
4500071011		Downstream Services, Inc	Removal Of Wastewater And Sand Debris	09/11/2015	06/30/2016	\$141,520
4500071014		DMS Services, LLC	Janitorial Services for MOC	09/11/2015	06/30/2016	\$25,000
4500071033		BWM, Inc	Window Cleaning Service NTS-EMTS Lab	09/11/2015	06/30/2016	\$3,355
4500071049		Recon Environmental, Inc	Provide As-Needed Herbicide Treatment	09/14/2015	06/30/2016	\$72,000
4500071077		Bekker's West Coast Catering	Catering Service	09/14/2015	06/30/2016	\$2,750
4500071115		Pro Window Cleaning	Window Cleaning Service Miramar WTP	09/15/2015	06/30/2016	\$2,500
4500071130		Stericycle, Inc	As Needed Transport And Treatment	09/15/2015	06/30/2016	\$15,000
4500071203		Recall Secure Destruction Services	Document Shredding Services	09/17/2015	06/30/2016	\$900
4500071388		Torrey Pines Club Corporation	Provide Bag Service As Needed	09/21/2015	06/30/2016	\$65,000
4500071409		West Coast Turf	Provide Sodding to North Torrey Pines Golf as	10/01/2015	07/01/2016	\$24,999
4500071413		Atlas Pumping Service	Service to pump leachate from Miramar	09/22/2015	06/30/2016	\$11,186
4500071414		Atlas Pumping Service	As Needed Septic Tank Service	09/22/2015	06/30/2016	\$2,629
4500071526		Ace Relocation Systems, Inc	Moving Services for Developed Regional	09/23/2015	06/30/2016	\$2,068
4500071589		FRS Environmental, Inc	Waste Removal Services As Needed	09/24/2015	06/30/2016	\$1,000
4500071598		C & M Transfer	Moving Services for Planning Department	09/25/2015	06/30/2016	\$22,455
4500071609		Shred It USA	Document Shredding Services	09/25/2016	06/30/2016	\$700
4500071616		Corporal Building Services	Deep Cleaning Services-Central Library	09/25/2015	06/30/2016	\$5,350
4500071649		Knotts Pest Control, Inc	Pest Control Services Street Division	09/28/2015	06/30/2016	\$4,000
4500071650		C & M Transfer	Moving Services for Public Utilities Dept	09/28/2015	06/30/2016	\$2,000
4500071651		Agricultural Pest Control	Removal of Skunks And Wild Animals	09/28/2015	06/30/2016	\$750
4500071678		Corporal Building Services	Interior Elevator Shaft Cleaning	09/29/2015	06/30/2016	\$810
4500071679		NMS Management, Inc	Janitorial Services Miramar Field Operations	09/29/2015	06/30/2016	\$500
4500071731		Dewey Pest Control	Pest Control service at Montgomery &	09/29/2015	06/30/2016	\$800
4500071773		Data Clean Corp	Janitorial Services of Data Center for SD Fire	07/01/2015	06/30/2016	\$4,000
4500071781		Aztec Landscaping, Inc	Landscape Maintenance South Bay Water	09/30/2015	06/30/2016	\$24,000
4500071783		Westturf Landscape Maintenance	Landscape Maintenance SDPD	09/30/2015	06/30/2016	\$11,889
4500071837		Coverall Health Based Cleaning	Sweeping and Power Washing of Ocean	07/01/2015	06/30/2016	\$4,200
4500071910		Ponderosa Landscape, Inc	Landscape Services for All Library Branches for	10/05/2015	10/31/2015	\$24,800
4500071985		Orkin Pest Control	Pest Control Services at Rose Canyon	10/06/2015	06/30/2016	\$2,795

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500072010		Ponderosa Landscape, Inc	Landscape Maintenance of Mission Hills	08/21/2015	08/21/2015	\$280
4500072070		Southbay Heaven's Best	Carpet Cleaning Services for Mission Bay	07/01/2015	06/30/2016	\$250
4500072111		C & M Transfer	Moving Services for READ & Information	10/12/2015	06/30/2016	\$3,175
4500072140		We Got Ya! Pest Control	Pest Removal, Trapping, Clean-up of Rat-	10/13/2015	06/30/2016	\$9,000
4500072223		Terminix Commercial	Pest Control Services for CCP 14 Flr	10/15/2015	06/30/2016	\$1,000
4500072301		Brewer Lawn Maintenance, Inc	Landscape Maintenance for Coronado MAD	10/19/2015	06/30/2016	\$7,840
4500072303		Kelly and Associates	Landscape Maintenance for Tierrasanta	09/03/2015	09/03/2016	\$10,000
4500072374		South Bay Fence, Inc	Supply and Install Security Fencing as	10/20/2015	06/30/2016	\$2,889
4500072423		Atlas Environmental Services, Inc	Tree Removal and Trimming Services for City	07/01/2015	06/30/2016	\$10,000
4500072494		Cartwright Termite & Pest Control	Pest Control Services at SBWRP	10/22/2015	06/30/2016	\$17,880
4500072521		C & M Transfer	Moving Services for Office of Homeland	10/23/2014	06/30/2016	\$975
4500072542		NMS Management, Inc	Janitorial Services at SBWRP	09/01/2015	06/30/2016	\$25,000
4500072577		Colt Services Inc	Carpet Cleaning at Fire Station 1	10/27/2015	06/30/2016	\$818
4500072617		C & M Transfer	Moving Services for READ	10/28/2015	06/30/2016	\$1,010
4500072626		Landcare Logic	Landscape Services for PUD EDTC	10/28/2015	06/30/2016	\$7,400
4500072628		Cartwright Termite & Pest Control	Pest Control Services for PUD EDTC	10/28/2015	06/30/2016	\$550
4500072633		T & T Janitorial	Janitorial Maintenance Services of the (35)	10/28/2015	02/01/2016	\$150,000
4500072654		C & M Transfer	Moving Services for Fleet Services	10/29/2015	06/30/2016	\$978
4500072844		DMS Services, LLC	Janitorial Services MOC Complex	11/03/2015	06/30/2016	\$50,000
4500072920		South Bay Fence, Inc	Fence Repairs Open Space	11/05/2015	06/30/2016	\$9,000
4500072960		Ocean Blue Environmental	Removal and Disposal of Hazardous	11/05/2015	06/30/2016	\$4,000
4500073042		Pro Window Cleaning	Water Operations Window Washing Services	11/10/2015	06/30/2016	\$5,000
4500073043		C & M Transfer	Relocation Service at CAB 3rd Floor	11/10/2015	06/30/2016	\$13,700
4500073044		C & M Transfer	Relocation Service at CAB Basement	11/10/2015	06/30/2016	\$7,800
4500073060		Diamond Environmental Services	Wastewater Pumping and Disposal of Onsite	11/12/2015	06/30/2016	\$46,500
4500073063		Restoration Management	Abatement Services	11/12/2015	06/30/2016	\$2,118
4500073133		C & M Transfer	Moving items to the tank	11/10/2015	06/30/2016	\$1,236
4500073157		SDR Building and Engineering, Inc	Clean up and Removal of Debris	11/17/2015	06/30/2016	\$14,087
4500073187		South Bay Fence, Inc	As Needed Fence Repairs Street Division	11/18/2015	06/30/2016	\$25,000
4500073202		C & M Transfer	Storm Water Moving items to the tank	11/18/2015	06/30/2016	\$618
4500073235		South Bay Fence, Inc	Build Custom Iron Swing	11/18/2015	06/30/2016	\$4,436
4500073347		Ace Relocation Systems, Inc	Moving and Relocation Services for Risk	11/23/2015	06/30/2016	\$3,240
4500073376		We Got Ya! Pest Control	Water Operations Pest Control	11/24/2015	06/30/2016	\$2,500

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500073429		South Bay Fence, Inc	As Needed Fence Repairs Miramar Landfill	11/30/2015	06/30/2016	\$18,000
4500073441		South Bay Fence, Inc	As Needed Fence Repairs Police Department	11/18/2015	06/30/2016	\$17,835
4500073472		Atlas Pumping Service	Grease Trap Cleaning at Scripps Ranch	12/01/2015	06/30/2016	\$630
4500073578		Republic Services	Abatement Services	12/07/2015	06/30/2016	\$13,690
4500073582		Bekker's West Coast Catering	READ's Annual Recognition Dinner	12/07/2015	06/30/2016	\$12,624
4500073583		Able Patrol & Guard	Security Services Harbor Drive Pedestrian	12/07/2015	06/30/2016	\$34,250
4500073659		C & M Transfer	Moving Services Neighborhood Code	12/10/2015	06/30/2016	\$6,453
4500073680		C & M Transfer	Moving Services City Attorney	12/11/2015	06/30/2016	\$8,142
4500073738		Colt Services Inc	Carpet Cleaning Park & Rec	12/14/2015	06/30/2016	\$476
4500073891		C & M Transfer	Moving Services Dept of IT	12/17/2015	06/30/2016	\$1,000
4500073892		SDR Building and Engineering, Inc	Abatement Services	12/17/2015	06/30/2016	\$35,982
4500073907		CAM Services	Maintenance of Utility Boxes El Cajon MAD	12/18/2015	06/30/2016	\$8,000
4500073929		Cartwright Termite & Pest Control	Pest Control Services Fleet Services	12/18/2015	06/30/2016	\$25,000
4500073931		CAM Services	Graffiti Removal El Cajon Blvd Bridge Deck	12/18/2015	06/30/2016	\$5,000
4500073932		CAM Services	Miscellaneous Repair Services North Park	12/18/2015	06/30/2016	\$5,000
4500073934		Blue Skies Landscape	Landscape Maintenance Miramar Ranch	12/18/2015	06/30/2016	\$438,446
4500073939		C & M Transfer	Moving Services Public Utilities Dept	12/18/2015	06/30/2016	\$12,515
4500074011		DMS Services, LLC	Janitorial Maintenance Services MOC	12/23/2015	06/30/2016	\$5,253
4500074033		Cartwright Termite & Pest Control	Pest Control Pacific Beach Library	12/24/2015	06/30/2016	\$18,083
4500074181		Blue Skies Landscape	Landscape Maintenance North City Water	01/07/2016	06/30/2016	\$50,000
4500074205		Christian Brothers Cleaning	As Needed Carpet Cleaning	01/07/2016	06/30/2016	\$1,466
4500074220		West Coast Arborists, Inc	Palm Tree Service Pt Loma Treatment Plant	01/08/2016	06/30/2016	\$4,227
4500074279		Landscapes USA, Inc	Landscape Maintenance	01/11/2016	06/30/2016	\$8,747
4500074310		A to Z Enterprises	Move storage container	01/11/2016	06/30/2016	\$140
4500074328		Corporal Building Services	Janitorial Services Central Library	01/12/2016	06/30/2016	\$1,900
4500074379		C & M Transfer	CAB 12th Floor Relocation	01/13/2016	06/30/2016	\$2,600
4500074541		Christian Brothers Cleaning	Carpet Cleaning Street Division	01/21/2016	06/30/2016	\$1,020
4500074543		Prizm Janitorial Services, Inc	Floor Cleaning Street Division	01/21/2016	06/30/2016	\$1,775
4500074554		West Coast Arborists, Inc	Tree Pruning Service Southbay Water	01/21/2016	06/30/2016	\$24,956
4500074599		Landscapes USA, Inc	Landscape Maintenance Scripps Miramar	01/25/2016	06/30/2016	\$22,000
4500074673		Vent Pros, Inc	Ducts cleaning Fleet Division	01/27/2016	06/30/2016	\$1,825
4500074722		South Bay Fence, Inc	Fence Repairs Miramar Ranch MAD	01/28/2016	06/30/2016	\$20,000
4500074743		SDR Building and Engineering, Inc	Clean and Dispose of Trash at 1840	02/01/2016	06/30/2016	\$12,276

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500074777		We Got Ya! Pest Control	Pest Control as Needed	02/01/2016	06/30/2016	\$6,000
4500074912		Prizm Janitorial Services, Inc	Janitorial Services San Vicente Water	02/04/2016	06/30/2016	\$6,000
4500075006		G4S Secure Solutions	Security Services at Mission Trails Park -	02/08/2016	06/30/2016	\$7,681
4500075115		Atlas Pumping Service	Wastewater Pumping Service to Golf Course	02/11/2016	06/30/2016	\$25,000
4500075132		Colt Services Inc	Carpet Cleaning Allied Gardens Pool	02/11/2016	06/30/2016	\$135
4500075136		Colt Services Inc	Carpet Cleaning Memorial Pool	02/11/2016	06/30/2016	\$135
4500075139		Colt Services Inc	Carpet Cleaning Clairemont Pool	02/11/2016	06/30/2016	\$135
4500075140		Colt Services Inc	Carpet Cleaning Carmel Valley Pool	02/11/2016	06/30/2016	\$145
4500075141		Colt Services Inc	Carpet Cleaning Kearny Mesa Pool	02/11/2016	06/30/2016	\$135
4500075142		Colt Services Inc	Carpet Cleaning Swanson Pool	02/11/2016	06/30/2016	\$185
4500075143		Colt Services Inc	Carpet Cleaning Tierrasanta Pool	02/11/2016	06/30/2016	\$120
4500075246		Cartwright Termite & Pest Control	Extermination of Rats and Mice at SPS# 77A	02/16/2016	06/30/2016	\$4,000
4500075264		American Conservation Experience	Clearing Brush to Create a Trail Corridor	02/17/2016	06/30/2016	\$22,000
4500075265		Aztec Landscaping, Inc	Landscape and Janitorial Maintenance of	02/17/2016	06/30/2016	\$63,557
4500075269		Shred It USA	Document Shredding Services	02/17/2016	06/30/2016	\$2,000
4500075335		South Bay Fence, Inc	Chain Link Fence/Electronic Gate Repairs	02/19/2016	06/30/2016	\$5,000
4500075379		C & M Transfer	Cubicle Reconfiguration CCP 10th Floor	02/22/2016	06/30/2016	\$1,500
4500075381		C & M Transfer	Relocation Services CAB 8th Floor	02/22/2016	06/30/2016	\$12,728
4500075388		C & M Transfer	Relocation Services CAB 9th Floor	02/22/2016	06/30/2016	\$11,720
4500075391		C & M Transfer	Relocation Services Development Services	02/22/2016	06/30/2016	\$370
4500075393		San Diego Air Duct Cleaning	Air duct Cleaning Services for Libraries	02/22/2016	06/30/2016	\$10,000
4500075465		Cartwright Termite & Pest Control	Pest Control for Branch Libraries	02/24/2016	06/30/2016	\$10,000
4500075485		Luth and Turley, Inc.	Pressure Washing & Repair	02/24/2016	06/30/2016	\$3,000
4500075580		San Diego Convention And Tourist	Cultural tourism Promotion are As Needed	02/25/2016	06/30/2016	\$340,000
4500075651		T & T Janitorial	Janitorial Services San Diego Public Libraries	02/29/2016	06/30/2016	\$225,000
4500075671		Brewer Lawn Maintenance, Inc	Landscape Maintenance Bay Terrace Honey	02/29/2016	06/30/2016	\$3,367
4500075729		Atlas Environmental Services, Inc	Tree Trimming Service at - City Reservoirs	03/02/2016	06/30/2016	\$25,000
4500075861		Termite Advisors	Fumigate Drywood Termites	03/07/2016	06/30/2016	\$10,875
4500075866		Cartwright Termite & Pest Control	Termite Treatment	03/07/2016	06/30/2016	\$5,760
4500075950		Christian Brothers Cleaning	Carpet Cleaning CCP 18th Floor	03/09/2016	06/30/2016	\$1,525
4500075962		South Bay Fence, Inc	Fencing Installation, Upkeep, & Repairs for	03/10/2016	06/30/2016	\$10,000
4500076079		Keep it Clean Janitor and Cleaning	Cleaning of the Los Penasquitos/Black	03/15/2016	06/30/2016	\$2,200
4500076138		Cartwright Termite & Pest Control	Monthly Pest Control Miramar Landfill	03/16/2016	06/30/2016	\$1,081

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500076170		C & M Transfer	Central Stores City Tank Relocation Project	03/18/2016	06/30/2016	\$1,299
4500076208		Ace Relocation Systems, Inc	Moving Services for MOC3 to City Tank	03/21/2016	06/30/2016	\$7,080
4500076233		San Diego Landfill Systems	Tipping Fees for Miramar Landfill	03/21/2016	06/30/2016	\$17,000
4500076371		Knotts Pest Control, Inc	Spraying Service at Murray Reservoir	03/28/2016	06/30/2016	\$10,000
4500076383		C & M Transfer	CCP 10th Floor Cubicle Reconfiguration	03/28/2016	04/30/2016	\$6,975
4500076468		Aztec Landscaping, Inc	Landscape Maintenance - Brown Field	03/30/2016	06/30/2016	\$24,872
4500076510		Voigt Enterprises, LLC	Wildlife Removal - Alvarado Otay Plant	04/01/2016	06/30/2016	\$7,000
4500076537		South Bay Fence, Inc	Fence Installation & Repair - Water Dpt.	04/04/2016	06/30/2016	\$25,000
4500076582		South Bay Fence, Inc	Remove Wall and Replace Hand Rail at	04/05/2016	06/30/2016	\$22,620
4500076605		Cartwright Termite & Pest Control	Pest Control - Tecolote Nature Center	04/06/2016	06/30/2016	\$19,750
4500076639		Cartwright Termite & Pest Control	Pest Control for Field Ops at the Miramar	04/07/2016	06/30/2016	\$900
4500076641		Blue Skies Landscape	NCWRP Landscaping Labor & Materials	04/07/2016	06/30/2016	\$50,000
4500076658		West Coast Arborists, Inc	Public Safety Tree Trimming for SDPL Branch	04/08/2016	06/30/2016	\$7,028
4500076805		Diamond Environmental Services	Septic Tank Service for East Fortuna Comfort	04/13/2016	06/30/2016	\$1,730
4500076859		C & M Transfer	CED Staff Move	04/15/2016	06/30/2016	\$2,550
4500076950		Rapid Dry Corporation	Carpet Cleaning for Fire Prevention Bureau	04/20/2016	06/30/2016	\$1,600
4500076961		Christian Brothers Cleaning	As needed carpet cleaning CCP 9th & 10th	04/20/2016	06/30/2016	\$3,500
4500077045		Landscapes USA, Inc	Irrigation Repairs the Park Village MAD	04/26/2016	06/30/2016	\$25,000
4500077058		Landscapes USA, Inc	Turf Conversion Project Torrey Hills MAD	04/26/2016	06/30/2016	\$57,085
4500077239		Aztec Landscaping, Inc	Landscape Maintenance Gateway Center	05/04/2016	06/30/2016	\$20,278
4500077268		C & M Transfer	Move desk at CCP	05/05/2016	06/30/2016	\$248
4500077269		South Bay Fence, Inc	Installation of Chain Link Fence-T&SW Dept	05/05/2016	06/30/2016	\$5,000
4500077270		South Bay Fence, Inc	Fencing Services for Sabre Springs MAD	05/05/2016	06/30/2016	\$2,000
4500077318		American Conservation Experience	Trail Rehabilitation And Restoration	05/09/2016	06/30/2016	\$24,000
4500077376		C & M Transfer	Moving Services-T&SW Dept	05/05/2016	06/30/2016	\$618
4500077520		South Bay Fence, Inc	Abatement Services for 1678/1694 National	05/17/2016	06/30/2016	\$8,230
4500077567		Payne Pest Management Inc	Pest Elimination Services	05/18/2016	06/30/2016	\$14,640
4500077570		Atlas Pumping Service	Wastewater Pumping, Removal, and	05/18/2016	06/30/2016	\$150,000
4500077574		Corporal Building Services	Window Washing at Central Library	05/18/2016	06/30/2016	\$125,550
4500077667		MDP Catering & Events, Inc	Catering Event for Radition Drill	05/19/2016	06/30/2016	\$4,569
4500077726		Prizm Janitorial Services, Inc	Janitorial Services San Vicente Water	05/23/2016	06/30/2016	\$2,600
4500077749		Landscapes USA, Inc	Landscape Maintenance Torrey Hills MAD	05/24/2016	06/30/2016	\$37,084
4500077776		Blue Skies Landscape	Planting & Mulching for FS9 CPPS Funding	05/25/2016	06/30/2016	\$14,940

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4500077821		United Pumping Service, Inc	Scum Handling from Grove Avenue Pump	05/26/2016	06/30/2016	\$15,000
4500077869		South Bay Fence, Inc	Fencing Project District 7 CPPS Funding	05/27/2016	06/30/2016	\$2,100
4500077870		South Bay Fence, Inc	Fencing Project District 7 CPPS Funding	05/27/2016	06/30/2016	\$7,359
4500077925		Landscapes USA, Inc	Lucia Corner Monument Enhancement	05/31/2016	06/30/2016	\$39,831
4500077927		Barkshire Laser Leveling, Inc	Prepare Soil for Planting	05/31/2016	06/30/2016	\$1,500
4500077928		West Coast Turf	Mountain View Rec Center Sod Installation	05/31/2016	06/30/2016	\$24,464
4500077947		South Bay Fence, Inc	600' installed barbed wire topper-Police	05/31/2016	06/30/2016	\$1,985
4500077976		Knotts Pest Control, Inc	Spraying Service of Herbicide at Murray	06/01/2016	06/30/2016	\$10,000
4500078028		Corporal Building Services	Pest Sanitation and Cleaning at Malcolm X	06/03/2016	06/30/2016	\$23,858
4500078089		Prizm Janitorial Services, Inc	Janitorial Cleaning San Vicente Reservoir	06/06/2016	06/30/2016	\$2,600
4500078141		Merkel And Associates Inc	Habitat Restoration Mission Valley Cannon	06/07/2016	06/30/2016	\$15,039
4500078186		Super Q Food Truck	Annual Safety & Awards Luncheon	06/08/2016	06/30/2016	\$3,383
4500078238		Pro Pacific Bee Removal	Bee Removal City Libraries	06/09/2016	06/30/2016	\$972
4500078250		South Bay Fence, Inc	Fencing Related Services for the Scripps	06/09/2016	06/30/2016	\$8,625
4500078528		Clean Harbors Environmental	Sludge Removal at Point Loma Wastewater	06/15/2016	06/30/2016	\$39,493
4500078602		Dewey Pest Control	Provide pest control service at Gaslamp	06/09/2016	06/30/2016	\$2,268
4600000157	9105-08-Z	Ace Parking Management, Inc	Parking Mgmt Services for Evan Jones	02/19/2010	02/17/2016	\$665,463
4600000311	10007601-10W	Atlas Pumping Service	Wastewater Pumping Services @ Miramar	07/26/2010	07/31/2015	\$52,019
4600000314	10007128-10Z	Cartwright Termite & Pest Control	Pest Control for Public Utilities Department	08/02/2010	08/31/2015	\$30,445
4600000338	9969-11-Q	Nissho of CA	Landscape Maintenance of Coronado View	09/16/2010	10/31/2015	\$9,524
4600000348	10005711-10L	T & T Janitorial	Janitorial Maintenance Service for City of San	09/24/2010	10/18/2015	\$359,728
4600000352	10005550-10L	Qualityway Building Service	Janitorial Maintenance Service at Various	09/30/2010	07/31/2015	\$248,194
4600000357	10008630-11Z	Cartwright Termite & Pest Control	Pest Control Services at Miramar Landfill	10/06/2010	10/31/2015	\$1,332
4600000363	10009513	Cartwright Termite & Pest Control	Pest Control Services for the Developed	10/22/2010	12/11/2015	\$6,635
4600000364	9968-11-Q	Aztec Landscaping, Inc	Landscape Maintenance of Dusty Rhodes	10/23/2010	10/31/2015	\$47,195
4600000365	100008910-11L	Diamond Environmental Services	Wastewater Pumping at Torrey Pines, Sched	10/25/2010	11/14/2015	\$63,902
4600000366	100008910-11L	Atlas Pumping Service	Wastewater Pumping at Torrey Pines, Sched	10/25/2010	11/14/2015	\$310,396
4600000368	9955-11-Q	Blue Skies Landscape	Landscape Maintenance of Desig Rights-of-	10/27/2010	10/31/2015	\$772,223
4600000439	9972-11-Q	Acacia Landscape Company	Landscape Maintenance of Carmel Valley	11/06/2010	11/30/2015	\$76,643
4600000441	9973-11-Q	Landcare Logic	Landscape Maintenance for Alvarado Water	11/07/2010	11/30/2015	\$75,670
4600000483	1009552-11Z	Quality Commercial Pest Control,	Ground Squirrels, Gophers and Rodents	01/03/2011	01/02/2016	\$9,119
4600000491	9970-11-Q	Treebeard Landscape, Inc	Landscape Maintenance of Black Mountain	12/23/2010	01/31/2016	\$346,972
4600000492	9966-11-Q	Aztec Landscaping, Inc	Landscape Maintenance of Spring Cyn Park	12/24/2010	01/31/2016	\$67,808

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4600000500	10012279-11W	Miller Environmental, Inc	Asbestos and Lead Abatement Services	12/29/2010	01/14/2016	\$174,524
4600000522	9967-11-Q	Aztec Landscaping, Inc	Landscape Maint for Rancho Bernardo	01/26/2011	01/31/2016	\$80,864
4600000526	9979-11-Q	Ponderosa Landscape, Inc	Landscape Maintenance of So Creek	01/27/2011	02/29/2016	\$41,166
4600000533	9975-11-Q	Precision Landscape Maintenance,	Landscape Maintenance of Engineering Field	03/01/2011	02/29/2016	\$22,877
4600000534	9980-11Q	Ponderosa Landscape, Inc	Landscape Maintenance of Designated	03/01/2011	02/29/2016	\$5,734
4600000535	10013916-11P	South Bay Fence, Inc	Chain Link Fence, Installation, Repairs &	02/07/2011	01/14/2016	\$100,000
4600000569	10009350-11-L	VIP Janitorial Service	Janitorial Maint Svc at Rose Cyn Operations	03/21/2011	03/20/2016	\$9,212
4600000578	9985-11-Q	Ponderosa Landscape, Inc	Landscape Maint Miramar Household	03/01/2011	02/28/2016	\$8,818
4600000579	9983-11-Q	Acacia Landscape Company	Landscape Maintenance of Carmel Creek	02/28/2011	02/28/2016	\$43,617
4600000641	9981-11-Q	Landcare Logic	Landscape Maintenance of Designated	03/30/2011	04/10/2016	\$191,892
4600000675	9984-11-Q	Aztec Landscaping, Inc	Landscape Maintenance w/in Gateway Ctr	04/25/2011	04/30/2016	\$107,376
4600000707	10014695-11Q	Acacia Landscape Company	Landscape Maintenance of Various MWW	05/13/2011	05/30/2016	\$53,727
4600000717	10014050-11Q	Blue Skies Landscape	Landscape Maintenance of Desig Buffer	05/26/2011	06/30/2016	\$94,840
4600000743	10014925-11L	TP Janitorial Services	Janitorial Maintenance Service @	06/07/2011	06/30/2016	\$20,952
4600000757	10014496-11Z	Pestmaster Services, Inc	Bee & Wasp Removal & Extermination	06/20/2011	06/19/2016	\$37,171
4600000798	10015260-12Q	Ponderosa Landscape, Inc	Landscape Maintenance for Sabre Springs	07/21/2011	08/31/2016	\$36,479
4600000841	10015801-12Q	Treebeard Landscape, Inc	Landscape Maintenance w/in Pacific	08/12/2011	08/31/2016	\$136,197
4600000872	100498002-12W	Allied Gardens Towing	Provide City w/ Impound Services in Zones:	09/02/2011	08/26/2016	\$1
4600000873	100498014-12W	Allied Gardens Towing	Provide City w/ Towing Services in Zones:	09/02/2011	08/26/2016	\$650,000
4600000874	100498003-12W	Advantage Towing	Provide City w/ Towing Services in Zones: 3,5	09/02/2011	09/14/2016	\$25,000
4600000876	100498004-12W	A to Z Enterprises	Provide City w/ Impound Services in Zones:	09/02/2011	09/05/2016	\$1
4600000877	100498015-12W	A to Z Enterprises	Provide City w/ Towing Services in Zones:	09/02/2011	08/26/2016	\$540,000
4600000878	100498005-12W	American Towing	Provide City w/ Towing Services in Zone 8	09/02/2011	08/26/2016	\$25,000
4600000879	100498006-12W	Angelo's Towing & Recovery	Provide City w/ Towing Services in Zones:	09/02/2011	09/05/2016	\$297,000
4600000880	100498007-12W	Anytime Towing	Provide City w/ Impound Services in Zones:	09/02/2011	09/14/2016	\$1
4600000881	100498008-12W	Anytime Towing	Provide City w/ Towing Services in Zones: 1,	09/02/2011	09/14/2016	\$93,000
4600000882	100498009-12W	C&D Towing Specialists	Provide City w/ Towing Services in Zones: 2,	09/02/2011	09/05/2016	\$40,000
4600000883	100498010-12W	Cortes Towing Enterprises	Provide City w/ Towing Services in Zone 8	09/02/2011	08/26/2016	\$64,000
4600000885	100498012-12W	Guardian Towing	Provide City w/ Towing Services in Zone 1	09/02/2011	09/14/2016	\$58,000
4600000895	10020257-12L	Reliable Tire Company	Used and Waste Tire Recycling & Disposal	09/14/2011	09/20/2016	\$63,569
4600000898	10018198-12Q	Nissho of CA	Landscape Maintenance of Low Water Use	09/17/2011	09/30/2016	\$19,186
4600000918	10016536-12W	Aztec Landscaping, Inc	Landscape Maintenance of Four Parks	09/25/2011	09/30/2016	\$51,060
4600000938	10016571-12-W	Acacia Landscape Company	Landscape Maintenance of Grantville Park	10/10/2011	09/30/2016	\$8,179

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4600000983	10013973-11Z	Ace Parking Management, Inc	Parking Mgmt Svcs for Qualcomm Stadium	11/04/2011	11/06/2016	\$198,998
4600000986	10021974-12E	Burns & Sons Trucking, Inc	Rental of Various Operated Trucks, Grades &	11/07/2011	11/06/2016	\$67,932
4600001017	10019947-12W	Aztec Landscaping, Inc	Landscape Maintenance w/in Otay Int'l	12/14/2011	12/31/2016	\$177,828
4600001021	10016714-12W	Treebeard Landscape, Inc	Landscape Maintenance for Carmel Valley	12/15/2011	12/30/2016	\$130,910
4600001026	10022142-12Q	Able Patrol & Guard	Security Services for Various Park &	01/01/2012	12/31/2017	\$25,777
4600001027	10016715-12W	Landscapes USA, Inc	Landscape Maintenance for Carmel Valley	12/22/2011	12/31/2016	\$820,798
4600001030	10001592-12Q	Securitas Security Services USA	Security Gate Services @ Various Community	01/01/2012	12/31/2016	\$45,859
4600001032	10021604-12W	Acacia Landscape Company	Landscape Maintenance w/in Solana	12/28/2011	02/15/2017	\$39,577
4600001033	10021966-12L	T & T Janitorial	Janitorial Maintenance 24/7 @ Civic Ctr &	12/28/2011	12/31/2016	\$299,866
4600001035	10022150-12W	Acacia Landscape Company	Landscape Maintenance at Black Mountain	01/05/2012	01/31/2017	\$43,134
4600001040	10019948-12W	Acacia Landscape Company	Landscape Maintenance of Trees &	01/09/2012	12/31/2016	\$39,069
4600001069	9901-10-Q	Landcare Logic	Landscape Maintenance of Desig Rights-of-	01/23/2012	01/31/2017	\$76,706
4600001101	10019182-12L	T & T Janitorial	Janitorial Maintenance at NTC Harbor &	02/07/2012	03/18/2017	\$130,433
4600001154	10021272-12W	Landscapes USA, Inc	Landscape Maintenance of Desig Medians,	03/02/2012	04/15/2017	\$435,286
4600001230	10019477-12Z	Cartwright Termite & Pest Control	Pest Control Services for Fire Dept	04/19/2012	04/24/2017	\$266,258
4600001298	10023248-12W	Brewer Lawn Maintenance, Inc	Landscape Maintenance for Ocean View	06/06/2012	08/31/2017	\$311,825
4600001309	10024890-12L	Cannon Pacific	Sweeping Service @ Montgomery Field &	06/12/2012	08/15/2017	\$104,535
4600001317	10025373-12W	Brewer Lawn Maintenance, Inc	Janitorial Maintenance w/in Environmental	06/20/2012	07/15/2017	\$13,380
4600001347	10024689-12W	Brewer Lawn Maintenance, Inc	Landscape Maintenance for Camino Santa	07/09/2012	07/13/2017	\$86,052
4600001377	10022632-12W	Landcare Logic	Landscape Maintenance for Torrey	07/19/2012	07/31/2017	\$309,931
4600001411	10022719-12W	Contemporary Design Landscape	Landscape Maintenance for Stonecrest	08/10/2012	07/31/2017	\$305,937
4600001448	10025899-12W	Landscapes USA, Inc	Landscape Maintenance for Open Space	08/31/2012	09/24/2017	\$87,555
4600001449	10025899-12W	Aztec Landscaping, Inc	Landscape Maintenance for Open Space	08/31/2012	09/24/2017	\$237,368
4600001515	10026314-13W	Landcare Logic	Landscape Maintenance of Desig Medians,	10/10/2012	10/31/2017	\$359,936
4600001547	10023966-12W	Contemporary Design Landscape	Landscape Maintenance for Genessee &	11/05/2012	12/16/2017	\$73,322
4600001548	10025238-13W	Aztec Landscaping, Inc	Landscape Maintenance of Desig Medians &	11/05/2012	12/09/2017	\$102,363
4600001567	10030695-13W	Aztec Landscaping, Inc	Landscape Maintenance for Rancho	11/29/2012	12/16/2017	\$292,123
4600001571	10023989-12Q	Able Patrol & Guard	Security Guard Service for Public Utilities	11/28/2012	11/27/2017	\$122,647
4600001592	10031045-13L	Diamond Environmental Services	On call 24/7 Scheduled & Emergency	12/28/2012	01/14/2018	\$591,801
4600001601	10030783-13W	Contemporary Design Landscape	Landscape Maintenance for Linda Vista MAD	01/16/2013	03/31/2018	\$99,930
4600001602	10024288-13W	Aztec Landscaping, Inc	Landscape Maintenance for Mira Mesa &	01/16/2013	02/28/2018	\$521,939
4600001610	10026343-13W	Landscapes USA, Inc	Landscape Maintenance for Public Utilities	01/17/2013	02/28/2018	\$51,166
4600001611	10024960-13W	Landcare Logic	Landscape Maintenance for Sabre Springs &	01/17/2013	02/28/2018	\$118,818

Contract #	Bid #	Contractor	Contract Title	Start	End	Contract Amount
4600001665	10032814-13W	Powerland Equipment, Inc	Landscape Maintenance for Airports, Brown &	03/14/2013	03/20/2018	\$124,668
4600001666	10032302-13W	Landcare Logic	Landscape Maintenance of Torrey Hills MAD	03/14/2013	03/31/2018	\$596,140
4600001683	10029689-13W	Treebeard Landscape, Inc	MAD Tierrasanta	04/02/2013	04/30/2018	\$676,722
4600001684	10033805-13W	Brewer Lawn Maintenance, Inc	Landscape Maintenance for Fire Repair &	04/03/2013	04/30/2018	\$22,577
4600001696	10025366-13Z	Cartwright Termite & Pest Control	General Agricultural Pest Control Services for	04/12/2013	04/15/2018	\$29,519
4600001715	10031741-13Q	Rancho Santa Fe Security	Security & Fire Alarm Monitoring at Various	05/28/2013	05/23/2018	\$45,908
4600001765	10034571-14V	Contemporary Services Corp	Security Services for Qualcomm Stadium	07/01/2013	06/30/2018	\$569,226
4600001766	10034571-14V	Contemporary Services Corp	Security Services for Qualcomm Stadium-	07/01/2013	06/30/2018	\$407,999
4600001812	10032627-13W	A to Z Enterprises	Provide City w/ Towing Services for City	09/16/2013	09/30/2018	\$116,900
4600001831	10040696-14G	ABM Parking Services	Central Library Parking Garage Operator	10/21/2013	10/20/2018	\$100,000
4600001844	10037252-14C	Able Patrol & Guard	Security Guard Services for Brown Field and	11/01/2013	10/31/2018	\$126,665
4600001870	10041570-14G	Ace Parking Management, Inc	Furnish the City of San Diego with Balboa	11/24/2013	11/23/2015	\$210,000
4600001880	10037093-14-W	Ocean Blue Environmental	Hazardouswaste Management Services for	12/05/2013	12/03/2018	\$440,000
4600001884	10039720-14V	Able Patrol & Guard	Security Guard Services at Environmental	12/16/2013	12/15/2018	\$264,692
4600001893	10038012-14W	West Coast Arborists, Inc	Tree Trimming Services for Park & Rec	01/14/2014	01/13/2019	\$676
4600001918	10043628-14J	Able Patrol & Guard	Security Guard Services at Park & Rec Sites	02/01/2014	01/31/2019	\$242,219
4600001921	10041851-14L	United Pumping Service, Inc	Removal, Hauling & Disposal or Recycling of	01/28/2014	04/06/2019	\$90,805
4600001995	10042813-14-L	San Diego Power Clean	Steam Clean Sidewalks, Sidewalk Furniture &	05/20/2014	05/19/2019	\$40,383
4600002003	10028480-13Q	Able Patrol & Guard	Security Guard Services at Various City Sites	06/23/2014	06/22/2019	\$1,971,965
4600002022	10036351-14R	American Pest Control	Pest Control Service at the SD Concourse	06/17/2014	07/07/2019	\$1,621
4600002034	10029615-13W	Asbury Environmental Services	Recycling & Disposal Svcs	06/27/2014	07/29/2019	\$4,673
4600002084	10046800-15E	Atlas Environmental Services, Inc	Tree Maintenance Service for Street Rights	08/29/2014	08/19/2019	\$2,644,525
4600002167	10043856-14L	Aramark Sports and Entertainment	Pre-Event, Event, Post-Event and Extra	2/13/2015	02/02/2018	\$940,705
4600002168	10051852-15A	Aztec Landscaping, Inc	Brush Management Services	01/06/2015	01/05/2016	\$3,962,530
4600002171	10047656-15V	Clean Harbors Environmental	Household Hazardous Waste Mgmt	01/06/2015	01/05/2020	\$771,001
4600002177	10040659-14J	Securitas Security Services USA	Security Guard Services for Critical	01/14/2015	01/15/2020	\$2,408,736
4600002179	10054789-15D	West Coast Arborists, Inc	Tree Trimming Services for Park & Rec- Golf	01/22/2015	01/21/2020	\$128,751
4600002221	10048690-15L	Republic Services	Refuse and Recyclable Collection Services	04/01/2015	06/30/2019	\$807,009
4600002236	10055752-15L	Prizm Janitorial Services, Inc	Janitorial Services Miramar Landfill	06/18/2015	06/17/2020	\$43,693
4600002238	10055752-15L	Property Building Maintenance	Janitorial Services SDFD	06/17/2015	06/16/2020	\$19,875
4600002320	10060985-15M	The Signh Group	Landscape Maintenance SDPD	07/30/2015	07/29/2016	\$119,175
4600002333	10054795-15F	Harmony Environmental Services	Waste Clean Up Services San Diego Police	08/12/2015	06/30/2016	\$78,780
4600002339	10059961-16M	Miller Environmental, Inc	Asbestos, Lead and Mold Abatement	08/17/2015	08/16/2020	\$485,252

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4600002350	10059927-16L	Atlas Pumping Service	Wastewater Pumping Service at Miramar	10/13/2015	10/12/2020	\$72,922
4600002374	10054793-15J	Ad Art, Inc	Furnish Stree Division with Installation of	09/10/2015	09/08/2020	\$26,095
4600002390	10054804-16K	Property Building Maintenance	Cleaning of Sludge, Hopper Bay Area at MBC	09/28/2015	09/09/2020	\$75,581
4600002434	10061013-16M	Treebeard Landscape, Inc	Landscape Maintenance of Black Mountain	02/01/2016	01/31/2017	\$288,487
4600002435	SERVICEAGR	San Diego Power Clean	Sweep and Power Wash Ocean Beach Pier	11/18/2015	11/17/2016	\$54,481
4600002454	10056879-16L	Prizm Janitorial Services, Inc	Janitorial Maintenance Service Various	12/10/2015	12/09/2020	\$104,522
4600002455	10056879-16L	T & T Janitorial	Janitorial Maintenance Service Various	12/10/2015	12/09/2020	\$123,027
4600002468	10053387-16F	Westturf Landscape Maintenance	Landscape Maintenance - Carmel Mtn Rch	04/10/2016	06/30/2016	\$62,067
4600002495	10059961-16M	GGG Demolition, Inc	Asbestos, Lead, and Mold Abatement	01/15/2015	01/16/2017	\$485,252
4600002497	RFQ	South Bay Fence, Inc	Fence Repairs Golf Course Division	02/16/2016	06/30/2016	\$150,001
4600002552	10059976-16L	TP Janitorial Services	Janitorial Maintenance Service at SDPL	03/28/2016	04/13/2020	\$458,328
4600002554	10069941-16M	Acacia Landscape Company	Landscape Maintenance for Carmel Valley	04/05/2016	04/05/2021	\$229,835
4600002622	10065529-16M	Ericsson-Grant, Inc	Abatement Services	05/20/2016	06/30/2016	\$515,791
SS-3366		West Coast Turf	Sod, Delivery & Big Roll Installation: North	08/07/2014	08/06/2015	\$222,500
SS-3476		G4S Secure Solutions	Security Services for United States District	03/15/2015	03/14/2016	\$43,360
SS-3525		DMS Services, LLC	Concouse Facility Management Services	10/06/2014	03/14/2016	\$552,000
SS-3546		Downtown San Diego Partnership	Operation & Management Downtown PBID	07/01/2015	06/30/2019	\$9,308,000
TOTAL						\$55,875,000