

ORDINANCE NO. 15-10 N.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND AMENDING CHAPTER 2.56 OF THE RICHMOND MUNICIPAL CODE (LOCAL EMPLOYMENT PROGRAM) TO REVISE THE CITY OF RICHMOND LOCAL EMPLOYMENT ORDINANCE (52-06 N.S)

The City Council of the City of Richmond do ordain as follows:

SECTION 1. Richmond Municipal Code Section 2.56 is amended as follows:
(Insertions are noted with underline and deletions are noted with)

Chapter 2.56 LOCAL EMPLOYMENT PROGRAM

- 2.56.010 Findings.
- 2.56.020 Declaration of policy and purpose.
- 2.56.030 Scope and goals.
- 2.56.040 Definitions.
- 2.56.050 Powers and duties of the City.
- 2.56.060 Responsibilities of employers.
- 2.56.070 Responsibilities regarding new hires.
- 2.56.080 Noncompliance.
- 2.56.090 Miscellaneous.

2.56.010 Findings.

The City Council of the City of Richmond hereby finds that statistics indicate that unemployment levels for the citizens of the City of Richmond are higher than for the remainder of Contra Costa County and for neighboring Alameda County. Statistics also indicate that the higher unemployment level in the City of Richmond correlates to the higher number of families living in poverty and to a higher crime rate.

2.56.020 Declaration of policy and purpose.

(a) It is the policy of the City of Richmond to ensure full and equitable opportunities for Richmond residents to participate in the employment opportunities that arise from public works contracts, service contracts, and subsidized projects.

(b) It is also the policy of the City of Richmond to increase the number of employed persons living in the City of Richmond in an attempt to counteract the grave economic and social ills associated with the higher unemployment levels that exist within the City.

(c) The City Council has determined there is a need to provide Richmond residents with more opportunities to participate in workforce development and pre-apprenticeship programs that include life skills training, job readiness training, and case management services. Such pre-apprenticeship programs will increase the capacity of Richmond residents to succeed later in formal apprenticeship programs and hence reduce the unemployment rate and accompanying poverty and crime conditions. The City of Richmond currently sponsors a number of excellent

pre-apprenticeship programs that should be expanded and enhanced in order to alleviate the conditions associated with Richmond's high unemployment rate.

(d) By increasing the capacity of the Richmond residents through workforce development and pre-apprenticeship programs, Richmond residents will be better suited to compete in the marketplace, and thus Richmond employers will be better able to meet increased local workforce participation goals.

(e) In furtherance of these policies, the City of Richmond has established a local employment program to encourage the hiring and retention of Richmond residents for the work to be performed under public works contracts, service contracts, and subsidized projects.

2.56.030 Scope and goals.

(a) For any public works or service contract with the City that has a value of \$100,000 or more, or a subsidized project with a subsidy from the City of \$100,000 or more, there is hereby established the following goals for employment of Richmond residents: (1) Public works (construction) employment: that a minimum of twenty-five percent (25%) of the total work hours for the contract or project shall be performed by Richmond residents, and that a minimum of twenty-five percent (25%) of all new hires for the contract or project shall be Richmond residents for the duration of the contract or project;

(2) Retail employment: that a minimum of thirty-five percent (35%) of the total workforce shall be residents, and that a minimum of thirty-five percent (35%) of all new hires shall be residents;

(3) Office, administrative, and other employment: that a minimum of thirty-five percent (35%) of the total workforce shall be residents, and that a minimum of thirty-five percent (35%) of all new hires shall be residents.

An employer must achieve these goals or document a good faith effort to achieve these goals.

(b) The goals established by subsection (a) of this section represent the minimum employment standards for the affected categories, and subject businesses are encouraged to exceed these goals whenever possible.

(c) With respect to retail employment and office, administrative, and other employment, any employer that occupies any portion of the project site and employs more than ten full time equivalent employees at the site shall have the employment goals as provided for in subsection (a) or (c) of this section. The term of this obligation shall be calculated at a rate of one-year for every \$100,000 of subsidy provided by the City to the project. In no event, however, shall the term of this obligation be less than three (3) years or more than ten (10) years after the completion of any subsidized project.

(d) Each construction contractor or subcontractor performing work on a public works contract or subsidized project shall employ in its regular workforce Richmond residents who are enrolled and participating in an apprenticeship program. Such an apprenticeship program must have been approved by the State Department of Industrial Standards. The expected number of apprentices will vary based upon the availability of Richmond residents indentured in the various apprenticeship programs. The apprenticeship program must have graduated apprentices annually for at least the past five (5) years and must have an established history of partnering with the City and community based organizations in establishing and operating pre-apprenticeship programs.

(1) This requirement applies to any craft for which the State of California Department of Apprenticeship Standards has approved an apprenticeship program. A properly indentured apprentice will be employed under the regulations of the craft or trade at which he or she is indentured and shall be employed only at the work of the craft or trade in which he or she is registered.

(2) The graduation requirement for each of the preceding five (5) years shall not apply to any trade or craft not recognized by the Department of Labor or Division of Apprenticeship Standards as an apprenticeable occupation for more than nine (9) years immediately prior to the effective date of the ordinance codified in this chapter.

(e) Any business that is a small business is exempt from the requirements of this chapter.

2.56.040 Definitions.

As used in this chapter:

"City" means the City of Richmond, its agencies, departments and shall include the Richmond Community Redevelopment Agency.

"City Council" means the City Council of the City, and shall include the Agency Board of the Richmond Community Redevelopment Agency.

"City Manager" means the City Manager for the City of Richmond and, for the purposes of this chapter, shall include the Chief Executive Officer of the Richmond Community Redevelopment Agency.

"Construction contractor" means an individual, partnership, corporation, joint venture or other legal entity entering into a public works contract with the City, or performing construction work on a subsidized project.

"Employer" means a construction contractor, service contractor, subsidy recipient or any of their subcontractors, or any business which occupies and conducts its business on any portion of the site of any subsidized project within ten years after completion of the project.

"First source agreement" means a written contract between an employer and the City establishing the hiring process to be followed and containing, at least, the employer's: (1) commitment to abide by the responsibilities of an employer under this chapter, and (2) agreement that the specified hiring process shall be followed in order to maximize the number of Richmond residents employed. Unless the City Council directs otherwise, first source agreements shall contain the terms set forth in the sample documents considered by the City Council in approval of this chapter.

"New hire" means any employee of a contractor or subcontractor who is not listed on the contractor or subcontractor's last quarterly tax statement for the period prior to the commencement of work.

"Public works contract" means any contract with the City for construction, alteration, demolition or repair work.

"Referral system" means the system established by the City to provide referrals of residents to employers for employment covered by this chapter.

"Resident" means any person whose primary residence is in the City of Richmond.

"Service contract" means a contract with the City for performance of services, not including public works contracts.

"Service contractor" means any recipient of a service contract, and any subcontractor performing work in furtherance of that service contract.

"Small business" means any business that employs the equivalent of ten or fewer full-time employees in its total workforce.

"Subcontractor" means any and all parties with whom a subsidy recipient, construction contractor or other subcontractor enters into a contract to perform a portion of any construction, alteration, demolition or repair work.

"Subsidized project" means a development project for which a subsidy recipient received one or more subsidies with a total cost to the City of \$100,000 or more.

"Subsidy" means direct or indirect assistance by the City that materially benefits that person or entity, including, but not limited to: grants or loans of funds administered by the City; tax abatements or deferrals; infrastructure improvements made for the purpose of facilitating or supporting a development project; land sale at below market value; a ground lease at below market value.

"Subsidy recipient" means: (1) a person or entity that in any twelve month period receives one or more subsidies with a total cost to the City of \$100,000 or more; and/or (2) a person or entity that receives written notice that in exchange for the City's grant or subsidy to that person or entity, such person or entity must abide by the provisions of this chapter.

2.56.050 Powers and duties of the City.

In addition to the duties and powers given to the City set forth elsewhere in the Richmond Municipal Code, the City shall have the following duties and powers regarding this chapter:

(a) The City shall conduct pre-bid meetings for contracts or projects subject to this chapter to inform potential bidders of the requirements of the ordinance codified in this chapter;

(b) The City shall have the exclusive right to determine whether or not a business is a small business;

(c) The City shall require all employers with contracts or projects subject to this chapter to abide by its provisions;

(d) The City shall require that employers require compliance with and enforce the provisions of this chapter with any and all subcontractors, successors and assigns;

(e) The City shall actively monitor compliance with this chapter and will submit a quarterly report to the City Council on the status of the implementation of this chapter on all public works contracts, service contracts and subsidized projects. Compliance will be measured from the initial day of performance and shall continue for the duration of the contract or project in question;

(f) The City shall convene a semi-annual meeting of stakeholders including, local labor unions, local contractors who participate in State-certified jointly administered training programs, community-based training programs, local college training programs, and social justice advocacy groups to provide feedback and suggestions about Richmond's Local Employment Program and to review employment goals established by this Chapter. Such feedback and suggestions shall be included in the report to City Council that is required by Subsection 2.56.050(5).

(g) The City shall require that this chapter is incorporated into all relevant development agreements, development and disposition agreements, land disposition agreements, requests for proposal, requests for qualifications, and other such documents;

(h) The City shall ensure that the employment goals set under this chapter are maintained for the duration of the contract or project in question.

2.56.060 Responsibilities of employers.

(a) Each employer shall, as a condition of entry into any contract or receipt of a subsidy subject to this chapter, or of locating in a subsidized project, comply with the responsibilities and goals set forth in this chapter, including, but not limited to:

(1) First Source Agreements. Each employer shall enter into a first source agreement. The first source agreement shall establish the hiring process to be followed by the employer for construction and non-construction hiring to achieve the goals of this chapter. It is an operational document, and a model first source agreement is attached hereto to guide City staff on the necessary provisions for such agreements;

(2) Pre-bid Meetings. Each employer shall attend any pre-bid meeting conducted by the City for any contract or project subject to this chapter;

(3) Cooperation with Monitoring Efforts. Each employer shall make available to the City records and information that are relevant to monitoring and enforcement of this chapter, including contracts with other entities. The City shall not use such records or information for any purpose other than monitoring or enforcement of this chapter. Each employer shall cooperate fully and promptly with any inquiry or investigation the City deems necessary in order to monitor compliance with this chapter, including allowing access to job sites and employees. In no event shall an employer take more than 10 days to respond to a City inquiry or investigation. Employers may remove names and social security numbers from requested records to protect the privacy of individual employees, however, the City may require that an employer provide addresses of individual employees if their actual place of residence is at issue.

(b) Safe Harbor. As an incentive to exceed the goals of this chapter, an employer who meets the following requirements shall be deemed to be in compliance with the goals of the ordinance for the quarter and exempt from reporting requirements for that quarter:

(1) Public works (construction) employment: that a minimum of forty percent (40%) of the total work hours for the contract or project during the quarter was performed by residents;

(2) Retail employment: that a minimum of fifty percent (50%) of the total workforce during the quarter was residents;

(3) Office, administrative, and other employment: that a minimum of fifty percent (50%) of the total workforce during the quarter was residents.

Any employer who achieves the safe harbor requirements for four consecutive quarters shall thereafter be required only to make an annual report, unless the employer fails to file the annual report or the report fails to demonstrate compliance.

(c) Non-City Project Hiring. An employer who can adequately document the new hire of a Richmond resident on any non-City project within one of the nine Bay Area counties (Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa, and Sonoma), during the time a subject contract or project is in effect, shall be entitled to credit the hours of that Richmond hire towards meeting the new hire goals of this chapter.

(d) Binding on Successors and Assigns. Each employer under this chapter shall not assign, sell or in any way transfer any portion of their interest in a contract, project, subsidy or other interest subject to this chapter without first notifying the City. Each employer shall require that each of said employer's successors and/or assigns agree to comply with all terms of this chapter applicable to employers.

(e) Nondiscrimination in Conditions of Employment. Employers shall not discriminate against residents in any terms and conditions of employment, including retention, promotions, job duties, shift assignments and training opportunities.

2.56.070 Responsibilities regarding new hires.

Every employer shall have the following responsibilities:

(a) Each employer shall comply with the goals for all new hires, as stated in Section 2.56.030(a), and shall use union hiring halls for union contracts and the referral system for non-union contracts;

(b) Each employer shall, prior to hiring in furtherance of the contract or project, provide to the City its hiring projections, including number, type, and qualifications for the projected jobs;

(c) Each employer shall utilize the hiring process specified in their first source agreement with the City.

2.56.080 Noncompliance.

(a) The City shall determine whether an employer has complied with the requirements of this chapter. If the City determines that the employer failed to comply with the provisions of this chapter, the employer has the burden of proving compliance with this chapter and its obligations under this chapter or a good faith effort to comply. For the purposes of this chapter, a good faith effort shall mean compliance with the requirements of the hiring process as established in their first source agreement. Each employer agrees to pay the civil penalties set forth in subsection (d) of this section if they are found in noncompliance.

(b) The City Manager has the power, in addition to any other remedy the City may have under this chapter or by operation of law, to suspend or terminate the pertinent contract in whole or in part, with continuance thereof conditioned upon a satisfactory showing to the City Manager of the employer's ability to comply.

(c) In the event the City believes the employer may not be in compliance with the requirements of this chapter, the following procedure will be followed:

(1) The City Manager or designee shall cause to be delivered to the employer a written "Notice of Noncompliance." This notice shall specify the matters which constitute the noncompliance; the specific action required to correct the noncompliance; and the time period during which such correction shall occur. In no event shall this time period be more than thirty (30) days after receipt of the notice by the employer. If the notice is mailed, it will be deemed received five days after the date of mailing;

(2) If the employer disagrees with the notice, they shall have the burden of proving compliance with the provisions of the ordinance and shall submit any evidence and argument to the City Manager or designee to establish compliance no more than thirty (30) days after receipt of the notice by the employer;

(3) In the event the City Manager or designee subsequently agrees that compliance has occurred, the City Manager or designee shall cause to be delivered promptly to the employer a written "Notice of Correction of Noncompliance," specifying the original noncompliance which has been corrected;

(4) In the event the City Manager or designee does not agree that compliance has occurred, the City Manager or designee shall promptly notify the employer by a written "Notice of Failure to Correct Noncompliance," describing the facts constituting the noncompliance;

(5) After the issuance of a written "Notice of Failure to Correct Noncompliance," the employer shall have the right to request a hearing before the City Manager, designee, or a mutually agreed upon arbitrator who shall make the final determination. The request for a hearing must be made within ten (10) working days after receipt of the "Notice of Failure to Correct Noncompliance." If the notice is mailed, it will be deemed received five days after the date of mailing. The hearing shall be held no sooner than 20 and no later than 30 days after receipt by the City of the request for hearing, unless otherwise agreed to by the parties. At the hearing, the employer will be allowed to present any evidence and argument it believes proves compliance. The City Manager, designee, or neutral arbitrator shall issue their final determination no later than 10 business days after the hearing. The employer must exhaust this administrative remedy prior to commencing further legal action;

(6) In the event no request for hearing is timely made, the determination of failure to correct noncompliance shall be deemed to be final;

(7) Should the employer fail to comply with the "Notice of Noncompliance" as specified above, and a final determination of noncompliance is made, the City may exercise any of its powers as specified in this section.

(d) Civil Penalties. The City may assess civil penalties for violations of this chapter. Civil penalties for violations of this chapter are as follows: an amount not to exceed \$1,000.00 or 1% of the total contract amount, whichever is greater, for each working day of noncompliance, regardless of the number of separate acts of noncompliance by the employer existing on a particular day.

(e) The City shall keep a record of all violations of the hiring goals established by this chapter. A history of violation of the ordinance's goals shall be a factor which is considered by the City when deciding upon any future awards of contracts to the affected employer and may form the basis for denying any future contracts to the affected employer.

2.56.090 Miscellaneous.

(a) Severability. The provisions of this chapter are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of the ordinance codified in this chapter, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

(b) Effective Date. The ordinance codified in this chapter shall take effect 30 days after the date of its enactment and shall govern all contracts and other relevant agreements that have not been executed by that date.

(c) Sources of Authority. This chapter constitutes an exercise of the police powers of the City, the contracting and spending powers of the City and Agency, and the powers of the Agency deriving from the California Health & Safety Code, § 33000 et seq.

(d) Compliance with State and Federal Law. This chapter shall be enforced only to the extent that it is consistent with the laws of the State of California and the United States of America. Nothing in this Chapter is intended to affect the duties of any business, including any small business, under State or federal law. In addition, no provision of this Chapter, including but not limited to Subsection 2.56.030(e), is intended to exempt any business from complying with applicable State or federal law, or from complying with State requirements for apprenticeship programs as detailed in Subsection 2.56.030(d). No employer shall be required by this agreement to violate its obligations under an agreement governed by the National Labor Relations Act and the Labor-Management Relations Act. If any provision of this chapter is held by a court of law to be in conflict with State or federal law, the applicable law shall prevail over the terms of this chapter, and the conflicting provisions of this chapter shall not be enforceable.

(e) Compliance with Court Order. An employer shall be excused from compliance with the pertinent terms of this chapter if the employer is bound by a court or administrative order or decree which conflict with those terms.

(f) Material Terms. The provisions of this chapter are material terms of all contracts or agreements in which the ordinance codified in this chapter is incorporated.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such division shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared unconstitutional on their face or as applied.

SECTION 3. This ordinance shall be effective 30 days after passage and adoption.

First introduced at a regular meeting of the City Council of the City of Richmond held on April 6, 2010, and finally passed and adopted at a regular meeting held on April 20, 2010, by the following vote:

AYES: Councilmembers Bates, Lopez, Rogers, Viramontes, Vice Mayor Ritterman, and Mayor McLaughlin.

NOES: None.

ABSTENTIONS: None.

ABSENT: Councilmember Butt.

DIANE HOLMES
Clerk of the City of Richmond

(SEAL)

Approved:

GAYLE McLAUGHLIN
Mayor

Approved as to form:

RANDY RIDDLE
City Attorney

I certify that the foregoing is a true copy of Ordinance No. 15-10 N.S., finally passed and adopted by the Council of the City of Richmond at a regular meeting on April 20, 2010.

**CITY OF RICHMOND
FIRST SOURCE AGREEMENT**

RECITALS

THIS FIRST SOURCE AGREEMENT is entered into on the date stated below by and between the CITY OF RICHMOND, a municipal corporation and charter city (hereinafter the “City”), and _____(hereinafter the “Employer”).

WHEREAS, the Employer has been awarded a contract, forgivable loan or subsidy by the City and/or the Richmond Community Redevelopment Agency, dated _____,20____ (hereinafter the “Contract”) to perform certain work and provide certain services at _____ in Richmond, California, described as follows: _____

WHEREAS, the Employer, in addition to the Contract, agrees to enter into this First Source Agreement (hereinafter the “FSA”) with the City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Compliance with Chapter 2.56. Employer will comply with the terms of Chapter 2.56 of the Richmond Municipal Code, Local Employment Program (hereinafter the “Ordinance”), a copy of which is attached hereto and incorporated herein by reference.

2. Liaison. Employer shall designate a liaison for issues related to the Ordinance and this FSA. The liaison shall work with designated City of Richmond staff to facilitate effective implementation of the Ordinance and this FSA (hereinafter the “Designated City Staff”).

3. First Source Hiring Process for CONSTRUCTION and NON-CONSTRUCTION JOBS -Employer shall take the following steps regarding hiring in furtherance of the Contract.

(a) Long-Range Planning. Employer shall, prior to hiring in furtherance of the Contract, and as soon as practicable, provide to the Designated City Staff the approximate number and type of hires that it will make for employment, and the basic qualifications necessary for each projected hire.

(b) Dual Notification Process (CONSTRUCTION ONLY). Where there is a signatory agreement with the local union and the associated craft, Employer shall work with the local union and the City of Richmond Employment and Training Department (hereinafter the “ETD”) to fill those positions. The Employer shall forward to the ETD a copy of all personnel requests made to the trade unions, specifying the residency of personnel requested (this process is

hereinafter referred to as the "dual notification process" and a description of it is attached hereto along with the Request for Craft form for use by the Employer). In the dual notification process, the Employer shall utilize the "name call," "rehires," "transfers," or "sponsorship" options in maximizing the participation of Richmond, California residents.

(c) Notification of job opportunities. Prior to hiring in furtherance of the Contract, Employer shall notify the Designated City Staff, by email or fax, of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements, e.g., language skills, driver's license, etc. Job qualifications shall be limited to skills directly related to performance of job duties.

(d) Filling of job opportunities. Prior to announcing or advertising in any form and by any means (except for compliance with internal posting procedures) the availability of an employment position created by the vacancy of an existing position or a new employment position, the Employer shall utilize the dual notification process to notify the pertinent union, if appropriate, and ETD in writing of such position, including a general description of the position and Employer's minimum requirements for qualified applicants, and shall request any pertinent union and ETD to refer qualified applicants for such position to Employer's trade union and/or personnel representative, as appropriate. The Employer shall refrain from any general announcement or advertisement of the availability of such position for a period of ten (10) business days after notification to the ETD. This ten-day period shall be known as the "Advance Notice Period."

(e) Job Site Applications. In the event that any persons seek employment with the Employer at the job site, the Employer shall have the person complete a Job Site Application consisting of name, address, telephone number, social security number and trade. The Employer will then submit this information to the ETD.

(f) Transfer and Promotion. Nothing contained herein shall prevent the Employer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff.

4. Monthly Reports. Employer shall, on a monthly basis, furnish certified payroll sheets to ETD. Failure to provide the City with this information shall result in delay of progress payments for that portion which is deemed not in compliance with the provisions of this FSA.

5. Quarterly Reports. Employer shall prepare quarterly reports detailing the number of hires for employment in furtherance of the Contract during the quarter and stating what percentage of such hires were residents of Richmond, California. The Designated City Staff shall assist Employer by preparing forms to be completed for this purpose. Reports shall be filed with the ETD within thirty (30) days after the completion of each quarter. Reports may include a description of any difficulties the Employer is having with obtaining qualified referrals through the Designated City Staff.

6. Non-compliance Procedure. In the event the City believes the Employer may not be in compliance with the requirements of this FSA, the following procedure will be followed:

(a) The Community and Economic Development Executive Director (hereinafter the “Executive Director”) or designee shall cause to be delivered to the Employer a written “Notice of Non-Compliance” (hereinafter the “Notice”). The Notice shall specify the matters which constitute the non-compliance; the specific action required to correct the non-compliance; and the time period during which such correction shall occur. In no event shall this time period be more than thirty (30) days after receipt of the Notice by the Employer. If the Notice is mailed, it will be deemed received five (5) days after the date of mailing.

(b) If the Employer disagrees with the Notice, they shall have the burden of proving compliance with the provisions of the Ordinance and shall submit any evidence and argument to the Executive Director or designee to establish compliance no more than thirty (30) days after receipt of the Notice by the Employer.

(c) In the event the Executive Director or designee subsequently agrees that compliance has occurred, the Executive Director or designee shall cause to be delivered promptly to the Employer a written “Notice of Correction of Non-Compliance,” specifying the original non-compliance which has been corrected.

(d) In the event the Executive Director or designee does not agree that compliance has occurred, the Executive Director or designee shall promptly notify the Employer by a written “Notice of Failure to Correct Non-Compliance” (“hereinafter the “Notice of Failure to Correct”), describing the facts constituting the non-compliance.

(e) After the issuance of the Notice of Failure to Correct, the Employer shall have the right to request a hearing before the City Manager or designee (hereinafter “Request for Hearing”), who shall make the final determination. The Request for a Hearing must be made within ten (10) working days after receipt of the Notice of Failure to Correct. If the Notice of Failure to Correct is mailed, it will be deemed received five (5) days after the date of mailing. The hearing shall be held no sooner than twenty (20) and no later than thirty (30) days after receipt by the City of the Request for Hearing, unless otherwise agreed to by the parties. At the hearing, the Employer will be allowed to present any evidence and argument it believes proves compliance. The City Manager or designee shall issue their final determination no later than ten (10) business days after the hearing. The Employer must exhaust this administrative remedy prior to commencing legal action.

(f) In the event no Request for Hearing is timely made, the determination of failure to correct non-compliance shall be deemed to be final.

(g) Should the Employer fail to comply with the Notice of Non-Compliance as specified above, and a final determination of non-compliance is made, the City may exercise any of its powers as specified in §2.56.080 of the Ordinance.

Executed this __ day of _____, 20__

EMPLOYER

By: _____

Name: _____

Its:

CITY OF RICHMOND

By: _____

Name: _____

Title: _____

Approved as to form:

City Attorney