AGENDA
REGULAR MEETING
CITY OF BANNING
BANNING, CALIFORNIA

December 8, 2015
5:00 p.m.

Banning Civic Center
Council Chambers
99 E. Ramsey St.

The following information comprises the agenda for a regular meeting of the City Council; a Joint Meeting of the City Council and the Banning Housing Authority; and a Joint Meeting of the City Council and the City Council Sitting in Its Capacity of a Successor Agency.

Per City Council Resolution No. 2010-38 matters taken up by the Council before 9:00 p.m. may be concluded, but no new matters shall be taken up after 9:00 p.m. except upon a unanimous vote of the council members present and voting, but such extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

I. CALL TO ORDER

- Invocation –
- Pledge of Allegiance
- Roll Call – Councilmembers Miller, Moyer, Peterson, Welch, Mayor Franklin

RECESS REGULAR CITY COUNCIL MEETING AND CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL, THE BANNING CITY COUNCIL SITTING IN ITS CAPACITY OF A SUCCESSOR AGENCY, AND THE HOUSING AUTHORITY

II. REORGANIZATION

1. General/Annual Appointments – Appointment of the Mayor and Mayor Pro . . . 1

Adjourn joint meeting and recouvene regular City Council meeting

III. REPORT ON CLOSED SESSION

IV. PUBLIC COMMENTS/CORRESPONDENCE/PRESENTATIONS

PUBLIC COMMENTS – *On Items Not on the Agenda*

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens.

A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff or future study, research, completion and/or future Council Action.) (See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

CORRESPONDENCE: Items received under this category may be received and filed or referred to staff for future research or a future agenda.

PRESENTATIONS:

1. Sunset Grade Separation Update by Dennis Green *(ORAL)*

RECESS regular meeting of the Banning City Council and CALL TO ORDER A JOINT MEETING OF THE BANNING CITY COUNCIL, THE BANNING CITY COUNCIL SITTING IN ITS CAPACITY OF A SUCCESSOR AGENCY, AND THE HOUSING AUTHORITY

V. CONSENT ITEMS

(The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council wishes to remove an item for separate consideration.)

Motion: To approve Consent Items 1 through 8
Items to be pulled ____, ____, ____, ____ for discussion.
(Resolutions require a recorded majority vote of the total membership of the City Council)

1. Approval of Minutes – Special Meeting – 11/10/15 *(Closed Session)* **3**
2. Approval of Minutes – Regular Meeting – 11/10/15 ..... **5**
3. Approval of Accounts Payable and Payroll Warrants for Month of September 2015 ..... **19**
4. Approval of Accounts Payable and Payroll Warrants for Month of October 2015 ..... **23**
5. Amendment No. 1 to Contract Services Agreement for Bob Murray & Associates in Order to Add Services for Recruitment of Administrative Services Director. **27**
6. City Council Authorize the City Manager to Execute the Administrative Services Director/Deputy City Manager Employment Agreement. **37**
7. Resolution No. 2015-107, Revising the City of Banning's Renewables Portfolio Standard **61**
8. Resolution No. 2015-06 SA, Approving the Early Repayment of a Mortgage on the Property Located at 128 N. San Gorgonio Avenue, Banning, California (APN 541-141-013) **67**
9. Resolution No. 2015-103 and Resolution No. 2015-01 HA, allowing the City to continue to participate in the Riverside County Mortgage Credit Certificate ("MCC") Program. **97**

- **Open for Public Comments**
- **Make Motion**

VI. REPORTS OF OFFICERS

1. Resolution No. 2015-09 SA, Approving the Transfer of 128 N. San Gorgonio Avenue and Approving Certain Related Actions.

Staff Report 113

Recommendation: **That the Agency Board adopts Resolution No. 2015-09 SA, Approving the transfer of 128 N. San Gorgonio Avenue (APN 541-141-013) real property to the City of Banning and approving certain related actions.**

2. Resolution No. 2015-104, Approving the Acceptance of the Transfer of 128 N. San Gorgonio Avenue and Approving Certain Related Actions.

Staff Report 129

Recommendation: **That the City Council adopts Resolution No. 2015-104, Approving the acceptance of the transfer of 128 N. San Gorgonio Avenue (APN 541-141-013) real property from the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning to the City of Banning and approving certain related actions.**

3. Resolution No. 2015-10 SA, Approving the Transfer of 60 E. Ramsey Street to the City of Banning and Approving Certain Related Actions.

Staff Report 145

Recommendation: **That the Agency Board adopts Resolution No. 2015-10 SA, Approving the transfer of 60 E. Ramsey Street (APN's 541-181-014, -021, -023) real property to the City of Banning and approving certain related actions.**

4. Resolution No. 2015-105, Approving the Acceptance of the Transfer of 60 E. Ramsey Street from the Successor Agency and Approving Certain Related Actions.

Staff Report 161

Recommendation: **That the City Council adopts Resolution No. 2015-105, Approving the acceptance of the transfer of 60 E. Ramsey Street (APN's 541-181-014, -021, -023) real property from the Successor Agency to the Dissolved Redevelopment Agency of the City of Banning to the City of Banning and approving certain related actions.**

5. Resolution No. 2015-11 SA, Allocation of Tax Allocation Bond Proceeds

Staff Report 177

Recommendation: **That the Agency Board adopt Resolution No. 2015-11 SA, Designating and Allocating Proceeds from Tax Allocation Bonds and Approving Certain Related Actions.**

- **Open for Public Comments**
- **Make Motion**

RECESS joint meeting and reconvene the regular City Council Meeting.

V. PUBLIC HEARINGS

(The Mayor will ask for the staff report from the appropriate staff member. The City Council will comment, if necessary on the item. The Mayor will open the public hearing for comments from the public. The Mayor will close the public hearing. The matter will then be discussed by members of the City Council prior to taking action on the item.)

1. Ordinance No. 1492 – Regarding Side-Yard Setbacks in the Low Density Residential (LDR) Zoning District Title 17 (Zoning Ordinance)

Staff Report **189**

Recommendation: That the City Council introduce Ordinance No. 1492.

Mayor asks the City Clerk to read the title of Ordinance No. 1492

"An Ordinance of the City Council of the City of Banning, California, Approving the Categorical Exemption and Zone Text Amendment No. 15-97506 Regarding Side-Yard Setbacks in the Low Density Residential(LDR) Zoning District Title 17 (Zoning Ordinance) of the City of Banning Municipal Code."

Motion: I move to waive further reading of Ordinance No. 1492.
(Requires a majority vote of Council)
Motion: I move that Ordinance No. 1492 pass its first reading.

2. Consideration of Ordinance No. 1493; Resolution No. 2015-96 Economic Development-Billboards or Outdoor Advertising Signs

Staff Report **217**

Recommendation: A) That the City Council introduce Ordinance No. 1493.

Mayor asks the City Clerk to read the title of Ordinance No. 1493

"An Ordinance of the City Council of the City of Banning, California, Approving Categorical Exemption and Zone Text Amendment No. 15-97505 Amending the Sign Regulations of the Zoning Ordinance (Title 17 of the Banning Municipal Code) to Allow the Relocation of Existing Billboards or Outdoor Advertising Signs in Accordance With the Outdoor Advertising Act."

Motion: I move to waive further reading of Ordinance No. 1493.
(Requires a majority vote of Council)
Motion: I move that Ordinance No. 1493 pass its first reading.

Recommendation: B) **That the City Council adopt Resolution No. 2015-96, Establishing Design Guidelines for Billboard or Outdoor Advertising Sign Relocation Agreements in Accordance with the Sign Regulations of the Zoning Ordinance and the Outdoor Advertising Act.**

3. Ordinance No. 1494 – Amending Chapter 5.12 - Bingo

Staff Report **349**

Recommendation: That the City Council introduce Ordinance No. 1494.

Mayor asks the City Clerk to read the title of Ordinance No. 1494

"An Ordinance of the City Council of the City of Banning, California, Amending Chapter 5.12 of the Banning Municipal Code Related to Increasing the Maximum Prizes Available to be Awarded During the Conduct of Any Bingo Game and Increasing the Amount of Proceeds from Any Bingo Game That May Be Utilized for Operating Costs."

Motion: I move to waive further reading of Ordinance No. 1494.
(Requires a majority vote of Council)
Motion: I move that Ordinance No. 1494 pass its first reading.

VIII. REPORTS OF OFFICERS

1. Updating Council on the Electric Utility's Five-Year Integrated Resource Plan.

Staff Report. 363
Recommendations: **That the City Council receive and file the Electric Utility's Integrated Resource Plan.**

2. Resolution No. 2015-106, Approving a Fiscal Year 2016-2017 Community Development Block Grant Program Project.

Staff Report. 423
Recommendation: **That the City Council adopt Resolution No. 2015-106, Approving a Fiscal Year 2016-2017 Community Development Block Grant Program Project and authorize staff to submit said application to the Riverside County Economic Development Agency.**

3. Resolution No. 2015-108, Approving a Legal Representation Services Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C. For Pitchess Motions and legal advice on incidents involving "Use of Force"

Staff Report. 431
Recommendation: **That the City Council: I) adopts Resolution No. 2015-108, Approving a Legal Representation Services Agreement with the Law Offices Ferguson, Praet, & Sherman, A.P.C., a Professional Corporation, in an amount not-to-exceed $8,000 for the remainder of Fiscal Year 2015/2016 and in an amount not-to-exceed $16,000 for Fiscal Year 2016/2017 with the option to renew for three (3) additional single year periods; and II) Authorizing the City Manager to execute the Legal Representation Services Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C., the remainder of Fiscal Year 2015/2016 and Fiscal Year 2016/2017 with the option to renew for three (3) additional single year periods.**

SCHEDULED MEETINGS

IX. BANNING UTILITY AUTHORITY (BUA)

Call to Order: Chairperson
Roll Call: Boardmembers Franklin, Miller, Moyer, Peterson, Welch

CONSENT ITEM

1. Resolution No. 2015-18 UA, Awarding a Professional Services Agreement for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services to Lynn Merrill & Associates, Inc. **933**

BUA ADJOURNMENT - Next regular meeting: Tuesday, January 12, 2015 at 5:00 p.m.

BANNING FINANCING AUTHORITY (BFA) – no meeting.

X. ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

- City Council
- City Committee Reports
- Report by City Attorney
- Report by City Manager

XI. ITEMS FOR FUTURE AGENDAS

New Items –

Pending Items – City Council

1. Discussion of vacant properties and on Ramsey Street where people are discarding furniture.
2. Attorney General Opinion re. Developer Impact Fees collected by hospital or other agencies.
3. Collection of Judgement re. Jim Smith
4. Safe Walkways for student from the schools and signage.
5. Housing Element *(2016)*

(Note: Dates attached to pending items are the dates anticipated when it will be on an agenda. The item(s) will be removed when completed.)

XII. ADJOURNMENT

Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Friday, 8 a.m. to 5 p.m.

NOTICE: Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public.

Any member of the public may address this meeting of the Mayor and Council on any item which does not appear on the agenda, but is of interest to the general public and is an item upon which the Mayor and Council may act. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and Council on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (951) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Tile II]

5. If the motion for censure does pass, such motion shall become a part of the public record a copy of which shall be made available upon demand to any member of the public and notice of same shall be placed in the administrative file of the city councilmember. (Code 1965, § 2-2.6.)

2.04.070 Appointment of mayor and mayor pro tem.

A. General/Annual Appointments.

1. The City of Banning has a council/manager form of municipal government. All five members of the city council are elected at large to four-year terms. The mayor serves as the nominal head of the council and the mayor pro tem serves as the locum tenens in the absence of the mayor. Additionally, the city has related agencies, including the successor agency to the former community redevelopment agency and the Banning housing authority. These related entities have various officers, including a chair person and vice chair person.

2. The city council shall choose one of its members as mayor and one of its members as mayor pro tem every other year at the meeting at which the declaration of the municipal election results and the installation of the newly elected officers is made pursuant to Sections 10262 and 10264 of the California Elections Code, following the declaration of the election results. Additionally, in the intervening years, the organizational meeting shall be held at the first meeting in December. The term of service for both mayor and mayor pro tem shall be for a period of one year from the date of appointment or until their successor is appointed. No person may become mayor or mayor pro tem unless a majority of the council votes to approve the action.

3. A councilmember may be elected to a maximum of two consecutive one-year terms in the same office.

4. The mayor shall serve as the chair of the successor agency to the former community redevelopment agency and as chair to the housing authority. The mayor pro tem shall serve as the vice chair of the successor agency to the former community redevelopment agency and as vice chair to the housing authority.

B. Removal. With a majority vote of the body, any officer holding any office governed by this section may be replaced; but in general, such changes should not be made in midterm, and if made, a replacement officer shall be appointed as stated above in subsection 2.04.070(A).

C. Office of the Mayor Pro Tem. The mayor pro tem will serve as mayor in the event of the absence of the mayor and will be appointed as the mayor when there is a vacancy in the office of mayor.

D. Manual of Procedures to Govern. All other terms and procedures associated with the seats of mayor/chair, mayor pro tem/vice chair shall be governed by that "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning" adopted on October 23, 2012 and as may be amended from time to time.
(Ord. No. 1442, § 2, 10-25-11; Ord. No. 1457, § 1, 11-13-12; Ord. No. 1458, § 1, 10-23-12; Ord. No. 1471, § 2, 10-8-13)

2.04.080 Manual of meeting procedures.

That certain "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning" adopted on October 23, 2012, as may be amended from time to time (the "manual"), shall govern the conduct and procedures applicable to meetings of the city council and related city bodies, boards and commissions. The manual may be amended from time to time by resolution of the city council. In the event of any conflict between the manual and a more specific ordinance existing in this Code, the terms of the Code shall govern.
(Ord. No. 1471, § 3, 10-8-13)

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

11/10/15
SPECIAL MEETING

A special meeting of the Banning City Council was called to order by Mayor Franklin on November 10, 2015 at 4:00 p.m. at the Banning Civic Center Large Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Moyer
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Alex Diaz, Interim City Manager/Interim Administrative Services Dir.
Lona N. Laymon, City Attorney
Brian Guillot, Acting Community Development Director
Sonja De La Fuente, Deputy City Clerk
Marie A. Calderon, City Clerk

CLOSED SESSION

City Attorney Laymon announced the items for closed session as follows: three cases of Potential initiation of litigation by the City matter pursuant to Government Code Section 54956.9 (d)(4); Existing litigation pursuant to Government Code Section 54956.9 (d)(1): Robertson's Ready Mix v. City of Banning and Banning City Council matter of multiple Riverside Superior Court case numbers; and Pursuant to Government Code Section 54957 two items with two subparts: 1) the appointment of the City Manager which is authorized under both the items of labor negotiations and personnel, as well as, the appointment of and discussion about possible Administrative Services Director position also double listed under both personnel and labor negotiations.

Mayor Franklin opened the item for public comments. There were none. Meeting went into closed session at 4:02 p.m. and recessed at 4:59 p.m.

Councilmembers Miller and Moyer recused themselves from the meeting when there was discussion regarding the potential initiation of litigation matter was discussed.

ADJOURNMENT

By common consent the meeting adjourned at 4:39 p.m.

Marie A. Calderon, City Clerk

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MINUTES
CITY COUNCIL
BANNING, CALIFORNIA

11/10/15
REGULAR MEETING

A regular meeting of the Banning City Council was called to order by Mayor Franklin on November 10, 2015, at 5:04 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT: Councilmember Miller
Councilmember Moyer
Councilmember Peterson
Councilmember Welch
Mayor Franklin

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Alex Diaz, Interim Acting City Manager/Police Chief
Lona N. Laymon, City Attorney
Arturo Vela, Acting Public Works Director
Fred Mason, Electric Utility Director
Brian Guillot, Acting Community Development Director
Heidi Meraz, Community Services Director
Tim Chavez, Battalion Chief
Rita Chapparosa, Deputy Human Resources Director
Sonja De La Fuente, Deputy City Clerk
Marie A. Calderon, City Clerk

The invocation was given by Preston Norman, Jr., Suffragan Bishop – Praise Tabernacle Community Church. Councilmember Peterson led the audience in the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

City Attorney Laymon said that the Council met in closed session on three items as follows: in regards to the three cases of potential initiation of litigation pursuant to Government Code Section 54956.9 (d)(4) there was no reportable action; in regards to the existing litigation pursuant to Government Code Section 54956.9 (d)(1) there was no reportable action but there was a general update provided to the Council in regards to the existing litigation pursuant to Government Code Section 54956.9 (d)(1) having to do with the Robertson's Ready Mix versus the City of Banning; in regards to Item 3a, pursuant to Government Code Section 54957 under both labor negotiations and personnel items for the appointment of the position of City Manager the City Council unanimously consented to consider Mr. Michael Rock as the City Manager and that is also to be approved and ratified and considered on tonight's public agenda; and as to Item 3b, pursuant to Government Code Section 54957 continued discussions under both personnel and labor negotiations for the position of Administrative Services Director the Council unanimously

voted to utilized the Bob Murray & Associates company to process a short list of candidates for the position of Administrative Services Director so far as such utilization of Bob Murray & Associates would be at a cost of $3,000 or less.

PUBLIC COMMENTS/CORRESPONSENCE/PRESENTATIONS

PUBLIC COMMENTS – *On Items Not on the Agenda*

Chris McCallum, 757 W. Westward said in regards to people asking him why he is walking down Ramsey Street with his flag in front of the city hall and police station and he read as follows: "Walking with My Flag in Banning - In my opinion there is a group of people who have not shown any leadership or participation in our community to make a better Banning. This is a group of people who have one thing in mind in our town and that is to disrupt and confuse. The real issues of our community are because of this group's anger for the past decisions of our leaders and the City's lack of knowledge of history. I do not accept that it gives them the right to destroy our town and all the good people. We should preserve and protect our history for the future generations to come. Today the people are very confused as to what is happening to our beautiful little town where the 'Pass Meets the Future from the East to the West'. A couple of weeks ago our Councilmen have gave some pats on the back and he would like to add to those lists of 30: the economy of this town has never been worse; City Manager gone – cost $300,000; Chief Leonard Purvis gone – cost $300,000; Public Works Director gone – cost $553,000; City staff morale totally depleted; public humiliation at every City Council meeting - nothing but bullies; fired another City Manager at what cost who knows; Sun Lakes being attached on water issues - $227,000 by individuals of the Council promoting an underground source; a source that doesn't even have the guts to give their proper names and source of their information to verify the truth." Mr. McCallum read "Me and My Flag" (Exhibit "A" attached) and said he will be walking with his flag as long as he can in front of city hall from 7 to 10 a.m.

Inge Schuler, resident stated that she has been concerned about some of the writings in the Record Gazette by Ms. Paparian and wanted to comment on last week's article. She said that Ms. Paparian prides herself on writing expertise. One should expect accurate diction; podium and lectern are not interchangeable. She seems to keep that up and she should be more careful when she chooses words to express her opinions. She also seems to side with Councilmember Welch in wanting to discourage public participation when speakers disagree with the official take on issues. Democracy is messy, as we all know, and is based on debate as well as dissent. Mr. McCallum pointed out that the freedom of speech encourages dissent, as well as, disagreement and agreement. It would be much more appropriate and better for Banning if both sides of an issue were publically presented at the Council meetings. We don't see the other side; we just hear that a majority of the people disagree with us who speak. One cannot reach a meaningful compromise without discussing both sides. She said she did not want to rain on Ms. Paparian's parade but her continued wishful thinking about wanting Trader Joes here is not going to happen, for two reasons. The Albrecht Company has no plans to open any more stores in the area and the average income per household in the Pass Area does not warrant that and the addition of hundreds of affordable housing rooftops is not going to improve that particular situation. The other reason is the opening of 45 Aldi Stores in the area. There are 1,500 to 1,700 on the East Coast and they are discount stores but definitely not the same as Fresh and Easy. If

Ms. Paparian has a better connection to the Albrecht's family then she needs to substantiate her comments.

Jerry Westholder, resident said he is here to discuss the recent article in the Banning Informer about the $227,000 dollar water usage at Sun Lakes. How can you go seven years without knowing about these meters? He thanked Mr. Peterson for bringing this to our attention and saluted Mr. Miller for excusing himself of making a decision and understands that Mr. Moyer did as well. He said his problem with it is that the good people of Sun Lakes deserve better leadership. Dues are collected from these people and they trust that their bills will be paid through their dues for the clubhouse. Less than 20% of the people uses the golf courses there and the other 80% help contribute to this and yet their money has not been used to pay their bills and he is deeply grieved for the citizens of Sun Lakes that their leadership has not taken control of this. He is concerned about the letter that was received and he doesn't know who wrote this from the Sun Lakes Board that they only want to pay 10%. Several years ago his little church got solar and the Banning utility company did not calculate their solar correctly so three to five years later they came back and said they had to pay this bill otherwise they would not receive any help from Banning utilities so they worked out a settlement and it came out that they had to pay double on their bills until the entire amount was paid. Now if Sun Lakes can get away with only paying 10% of what they owe, he wants a refund because he doesn't think it is fair to the rest of the people of the city because you will be setting precedents. He thinks we need to take care of the City because they could use that money and Sun Lakes has the money and the good people of Sun Lakes paid into their association to take care of their bills.

Mayor Franklin closed public comment seeing no one else coming forward.

Councilmember Moyer responded stating, "To infer that the Sun Lakes Board management intentionally did not pay a water bill is absolutely ludicrous and a bunch of junk. And to think that we as a Board of the management of that community did anything on purpose to shirk paying a bill is totally, totally wrong and to say that the community and the people who live there were hurt badly by it is wrong. Sun Lakes has paid this City over a million dollars a year for water on the bills they received. As you know and have acknowledged thanking Mr. Miller for doing it but you did not thank me, but that is okay because he recused himself long ago, we were informed of this problem back when Homer Croy was here in June and they were to get back to Sun Lakes about nine months ago now, he can't remember the exact dates, twice those meters when we were informed that twice billing sent meter readers out there to read those meters and twice those meter readers came back and said that they were operating properly. So the community had absolutely no idea until they were faced with that billing out of the blue one day and they went back seven years and those things were not working right. That is not Sun Lakes fault."

CORRESPONDENCE

The City Clerk read a letter from Gary Hironimus regarding the water utility issues with both Sun Lakes and the Banning Chamber of Commerce (Exhibit "B" attached).

Councilmember Peterson said that all of the Council Members received a letter from former Councilmember Bob Botts in regards to "Building a Better Banning" and at this time he read the letter into the record ("Exhibit "C" attached).

CONSENT ITEMS

1. Approval of Minutes – Special Meeting – 10/27/15

Recommendation: That the Minutes of the Special Meeting of October 27, 2015 be approved.

2. Approval of Minutes – Special Meeting – 10/27/15 *(Closed Session)*

Recommendation: That the Minutes of the Special Meeting of October 27, 2015 be approved.

3. Approval of Minutes – Regular Meeting – 10/27/15

Recommendation: That the Minutes of the Regular Meeting of October 13, 2015 be approved.

4. Approval of Minutes – Special Meeting – 10/28/15 *(Closed Session)*

Recommendation: That the Minutes of the Special Meeting of October 28, 2015 be approved.

5. Report of Investments for September 2015

Recommendation: That the City Council receive and file the monthly Report of Investments.

6. Acceptance of Notice of Completion for Project No. 2015-01WW, Mechanical Repairs to Primary Clarifier

Recommendation: That the City Council accepts Project No. 2015-01WW, Mechanical Repairs to Primary Clarifier, as complete and direct the City Clerk to record the Notice of Completion.

7. Approval of the Second Amendment to Employment Agreement between the City of Banning and Alex Diaz

Recommendation: Approve the Second Amendment to Employment Agreement between the City and Alex Diaz to provide a provision to allow an Acting City Manager appointment with commensurate pay effective on the 15th consecutive day of service as Acting City Manager retroactive to the first day of appointment, with acting pay compensation to be the greater of either a 5% increase to base pay or the lowest step of the City Manager salary range.

Motion Moyer/Welch to approve Consent Items 1 through 7. Mayor Franklin opened the item for public comments; there were none. **Motion carried, all in favor.**

REPORTS OF OFFICERS

1. City Council Authorize the Mayor to Execute the City Manager Employment Agreement.

(Staff Report – Lona Laymon, City Attorney)

City Attorney Laymon gave the staff report on this item as contained in the agenda packet. She also said that the Council has received today a corrected version of the contract that corrects a couple of issues as follows: 1) correction of identifying the four-day work week as actually a five-day work week; 2) some corrections and adjustments to the education pay provisions; and 3) Mr. Rock's start time is actually not identified under the contract until November 12, 2015 and it is also subject to his passage of a physical screening exam.

Motion Welch/Peterson that the Council authorizes the Mayor to execute the City Manager Employment Agreement with the new City Manager Michael Rock as corrected. Mayor Franklin opened the item for public comments; there were none. **Motion carried, all in favor.**

Mr. Rock thanked the Council and appreciates them for selecting him as their next City Manager and he looks forward to working with the Council, the staff and the community on a whole host of issues.

2. Resolution No. 2015-95, Approving a Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, California.
   (Staff Report – Art Vela, Acting Public Works Director)

Acting Director Vela gave the staff report on this item as contained in the agenda packet.

There was Council and staff dialogue in regards to the median from Sunset to Highland Home looking pretty shabby, possible amendment to the contract to include this area to be policed as well, use of Tax Allocation Bond Proceeds to do a project, and the possibility of using more hardscape and some other previous surfaces in the future so as to reduce the amount of weeds and growth.

Mayor Franklin opened the item for public comment; there were none.

Motion Peterson/Welch that the City Council: 1) adopt Resolution No. 2015-95, Approving a Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. of Lake Forest, CA in the amount of $25,705.00 for Fiscal Year 2015/2016 (Seven (7) Month Period) with the option to renew for four (4) additional single year periods; 2) Authorizing the Administrative Services Director to make necessary budget adjustments and appropriations and transfers related to the agreement; and 3) Authorizing the Acting City Manager to execute the Landscape Maintenance Services Agreement with Artistic Maintenance, Inc. for Fiscal Year 2015/2016 (Seven (7) Month Period) with the option to renew for four(4) additional single year periods. Motion carried, all in favor.

3. Resolution No. 2015-97, Accepting Community Development Block Grant Program Funds for Fiscal Year 2015-2016.
   (Staff Report – Art Vela, Acting Public Works Director)

Acting Director Vela gave the staff report on this item as contained in the agenda packet.

Mayor Franklin opened the item for public comment; there were none.

Motion Welch/Moyer that the City Council adopt Resolution No. 2015-97. Motion carried, all in favor.

4. Resolution No. 2015-98, Approving the Purchase of a New CNG Street Sweeper and Approval to Accept Grant Funding from MSRC (Mobile Source Air Pollution Reduction Review Committee).
   (Staff Report – Art Vela, Public Works Director)

Acting Director Vela gave the staff report on this item as contained in the agenda packet.

There was Council and staff dialogue in regards to looking at going out on a contract for this work from a vendor, and what is going to be done with the old street sweeper.

Mayor Franklin opened the item for public comment; there were none.

Motion Peterson/Welch that the City Council: 1) adopt Resolution No. 2015-98, Approving the purchase of a new Compressed Natural Gas ("CNG") Street Sweeper in the amount of not-to-exceed $300,618.00 from Mar-Co Equipment Company ("Mar-Co") of Pomona, CA; 2) Authorizing the Mayor to execute grant documents necessary to receive Clean Transportation Funding from the Mobile Source Air Pollution Reduction Review Committee ("MSRC"); and 3) Authorizing the Administrative Services director to make necessary budget Adjustments and appropriations related to the purchase of a CNG Street Sweeper and to record grant revenue into Fund 132, Air Quality Improvement Fund. Motion carried, all in favor.

5. Resolution No. 2015-100, Awarding the Contract for the Electric Utility Cost of Service Analysis and Rate Design and Rejecting All Other Proposals.
   (Staff Report – Fred Mason, Electric Utility Director)

Director Mason gave the staff report on this item as contained in the agenda packet.

Councilmember Miller said there is no indication that a rate increase has to be made and that the electric utility is solvent at this point.

Director Mason said it is actually not a rate increase. It is just a cost of service analysis and a rate design and further explained why this is needed.

Councilmember Miller said he wanted to emphasize that this does not mean that there is going to be a rate increase. Director Mason said that was correct.

Councilmember Peterson asked if this rate study was similar to where right now we are in this time where we are cutting back on water, the utility is losing money because they are not selling enough water and therefore they are upping the rate and so now are we studying this because of

solar decreasing the electric usage and the utility is saying we are losing money so we need to study the rates.

Director Mason said that is a very, very small portion of it. The majority of it is that in order to do the rate redesign which would propose a demand charge you have to know what portions of your expenses are fixed and which are variable and of those fixed and variable how much goes to residential and how much goes to small commercial and large commercial/industrial. He has no idea so that is why they need to bring in an expert that can look and determine that and that will help us determine how to design the rates to implement a demand charge which does not increase the rates. It takes and divides the way we recover our revenues.

Mayor Franklin opened the item for public comment; there were none.

Motion Peterson/Moyer that the City Council adopt Resolution No. 2015-100, Awarding the contract for the Electric Utility Cost of Service Analysis and Rate Design to Leidos Engineering, LLC, in the amount not-to-exceed $57,000.00 and reject all other proposals. Motion carried, all in favor.

6. Resolution No. 2015-101, Approving the First Amendment to the Astoria 2 Solar Project Power Sales Agreement between the City of Banning and the Southern California Public Power Authority, and also the Consent and Agreement, Inter-Creditor and Subordination Agreement, and Non-Disturbance and Attornment Agreement, Among Southern California Public Power Authority, Power and Water Resources Pooling Authority, City of Lodi, City of Corona, City of Moreno Valley, and City of Rancho Cucamonga and RE Astoria 2 LLC, Deutsche Bank Trust Company Americas and EFS Renewable Holdings, LLC to Finance Construction of the Astoria 2 Solar Project.
   (Staff Report – Fred Mason, Electric Utility Director)

Director Mason gave the staff report on this item as contained in the agenda packet and explained the need to have some additional agreements entered in to that basically provide clarity on what happens in the case of a default so if Recurrent Energy was to default, the investors and the financers would be protected. It doesn't have a direct impact on the City other than the fact that we were able to negotiate a dollar per megawatt hour decrease that would reduce the price from $64.00 to $63.00 dollars a megawatt hour in concession for us basically agreeing to allow them to revise the Power Purchase Agreement (PPA).

Councilmember Moyer said in reading this it says that they will hold the price until November 24, 2015 so that means that if we don't approve it tonight the price will go away in a week or two. Director Mason said that was correct.

Councilmember Miller said if there is a default or bankruptcy our City is not responsible. Director Mason said that is correct.

Mayor Franklin opened the item for public comment; there were none.

Motion Welch/Peterson that the City Council adopt Resolution No. 2015-101, Approving the First Amendment to the Astoria 2 Solar Project Power Sales Agreement between the City of Banning and the Southern California Public Power Authority ("SCPPA"), and also the Consent and Agreement, Inter-Creditor and Subordination Agreement, and Non-Disturbance and Attornment Agreement, among Southern California Public Power Authority, Power and Water Resources Pooling Authority ("PWRPA"), City of Lodi, City of Corona, City of Moreno Valley, and City of Rancho Cucamonga and RE Astoria 2 LLC, Deutsche Bank Trust Company Americas and EFS Renewable Holdings, LLC to Finance Construction of the Astoria 2 Solar Project. Motion carried, all in favor.

7. Resolution No. 2015-102, Approving the Electric Utility's Interim Rate Schedule for Publicly Owned Electrical Vehicle Charging Stations.
   (Staff Report – Fred Mason, Electric Utility Director)

Director Mason gave the staff report on this item as contained in the agenda packet.

There was Council and staff dialogue in regards to the frequency of using charging stations, how do you know if the person using it is a resident or non-resident, how do users pay, how long does it take to charge a vehicle, how long will the interim rate be in place, and how do people sign up to access these charging stations.

Mayor Franklin opened the item for public comment; there were none.

Motion Moyer/Peterson that the City Council adopt Resolution No. 2015-102. Motion carried, all in favor.

8. City Council "Workshop" and Policies in re Consent Calendar, Meeting Minutes, Councilmember Interaction During Public Comment, and Time of Regular Council Meeting.

This item was pulled from the agenda so the Council could receive additional information and it will be rescheduled.

Mayor Franklin opened the item for public comment; there were none.

SCHEDULED MEETINGS

BANNING UTILITY AUTHORITY (BUA) – no meeting

BANNING FINANCING AUTHORITY (BFA) – no meeting.

ANNOUNCEMENTS/REPORTS *(Upcoming Events/Other Items if any)*

Councilmember Moyer –

- Thanked Chief Diaz for stepping to the plate and doing a wonderful job in filling in as the Acting Interim City Manager.

Councilmember Welch –

- Tomorrow is Veteran's Day and when you see someone in the military formerly or currently please thank them.

Mayor Franklin -

- Thanked staff for working so hard for the State of the City and it was due to staff that is was such a success and she thanked everyone that worked on it. Also, a community meeting was held last week and she along with Chief Diaz, Chief Chavez, Fred Mason and Art Vela came out and talked with some residents and she thanked them. She also thanked Heidi Meraz for the use of the Senior Center. A lot of questions were asked and the meeting was focused on how to prepare for El Nino, as well as, for fire safety. Another meeting is planned for November 24, 2015 at 6:00 p.m. at the Senior Center. She encouraged people that have questions about El Nino or fire safety to please come out and get some information.
- WRCOG (Western Riverside Council of Governments) has been talking about the Active Transportation Plan and have actually received a grant so we will be hearing more about that plan and how it applies to us for healthy living. They also gave an update on the HERO Program that our City is participating in. She said that there are some other agencies that want to be able to offer some of the same services so she will be asking the City Manager if maybe he can get more information that can come back to the Council because any other PACE provider has to actually be approved by the Council.
- There is something called the Regional Plan done by the Southern California Association of Governments (SCAG) and the draft EIR is going to come out on December 3rd. We will have 55 days to provide comments and Brian Guillot and the City Manager will be working on some comments because it does impact us and it impacts what kind of federal funds may be coming in our area so we do need to make sure our comments are given that will affect our city. Our city is in the report and we are not in there the same way in terms of growth that they have all the cities around us so that is a concern because that directs where funding will go.

City Committee Reports - None

Report by City Attorney Laymon - Nothing to report at this time.

Report by Acting Interim City Manager Diaz -

- He thanked the Council for the experience and he is glad our City Manager is on board.
- In regards to the Emergency Preparedness Meeting there are some flyers for this event and are available at the back of the room, at the Community Center and at the front counter in city hall. There is a section on the flyer where people can make suggestions or comments.
- December 5th is the Police Department's BPAL closing out year event "Shop With a Hero". He has received confirmation from the Beaumont Police Department that they will be participating this year and will be hosting the event. The event is a fantastic day for law enforcement, fire, civic leaders and especially the children. The children are provided with a gift card and then they go on a caravan with lights and sirens and are taken to Walmart to shop or they can keep the money and go to the outlets which a lot of the older kids do.

Mayor Franklin said that there is only one Council Meeting in November and the next regular City Council Meeting will be December 8, 2015.

ITEMS FOR FUTURE AGENDAS

New Items –

Pending Items – City Council

1. Discussion of vacant properties and on Ramsey Street where people are discarding furniture.
2. Report on Banning Chamber of Commerce Utility Bill Issue
3. Workshop on legal issues (whistleblowers, harassment)
4. Attorney General Opinion re. Developer Impact Fees collected by hospital or other agencies.
5. Collection of Judgement re. Jim Smith
6. Safe Walkways for student from the schools and signage.
7. Housing Element *(2016)*

(Note: Dates attached to pending items are the dates anticipated when it will be on an agenda. The item(s) will be removed when completed.)

ADJOURNMENT

By common consent the meeting adjourned at 6:17 p.m.

_____

Marie A. Calderon, City Clerk

THE ACTION MINUTES REFLECT ACTIONS TAKEN BY THE CITY COUNCIL. A COPY OF THE MEETING IS AVAILABLE IN DVD FORMAT AND CAN BE REQUESTED IN WRITING TO THE CITY CLERK'S OFFICE.

Me and My Flag

This is to some of the people I met while walking with my flag:
To the Mexican lady who spoke very little English who just wanted to know where I got my flag so she could walk arm in arm with her flag and son, who is serving our Country in Iraq.

To Ben, a young Black man, who said he didn't like my flag but as I walked and talked with him and my flag, he expressed his feelings to tell me his right to free speech because of my flag. I also expressed my right to teach him about the history of my flag. As we left each other an older White gentleman and I started walking and talking about my flag. And he echoed most of what the young man said about my flag. You see that's the point. We have a responsibility and the right to free speech because of my flag.

I need to keep on walking and talking arm in arm with my flag in front of the historical San Gorgonio Inn, since 1885. You see this property will be the future home of the County Probation Department, and this is a shame on us the guardians of future generations to protect the past. And me and my flag arm in arm keep on walking and talking until I cannot walk and talk anymore.

As I acknowledge the past and pray for the future that they learn what my flag means to all of them who will call this home, from sea to shining sea and to anyone who will call our Country home in the future. We must show them by our actions and words what my flag means to us.

Our government and any governments in the future of the world must know we the people of the United States of America will walk arm in arm with my flag, because I have the right to bear my flag in this City, County, State and our Country. Now is the time for me and my flag to walk arm in arm until the day I cannot walk anymore arm in arm with my flag.

GOD BLESS AMERICA

By Chris McCallum

Received 11/10/15
Correspondence

Marie Calderon

From:	Gary Hironimus <ghironimus@hotmail.com>
Sent:	Tuesday, November 10, 2015 11:44 AM
To:	Marie Calderon
Subject:	Sun Lakes Water usage

Marie,

As I am not able to attend tonight's Council Meeting, I would appreciate it if you read this letter during the Public Comments section.

Thank you, Gary Hironimus

Council Members;

Back in 2014, it was discovered that the Chamber had been allowed to use $32,000 worth of utilities without paying. At that time, a letter of mine was published, suggesting that Franklin, Welch, and Moyer were all rumored to be planning on forgiving that debt. Ms Franklin, and Mr Moyer, in particular, took issue with that letter, calling me a liar. Yet here we are, more than a year later, and has the full debt been paid? Interesting.

And now, we have another utility debacle, one that actually makes the Chamber's issue pale in comparison. Sun Lakes has received nearly a quarter of a million dollars worth of water, without paying for it. I understand that it was no fault of Sun Lakes, but neither was it the fault of the rest of Banning taxpayers. And even though Sun Lakes General Manager Jeremy Wilson fully acknowledges the delivery and use of that water, admitting that it would take only a one-time assessment of $68 per Sun Lakes homeowner to cover the full amount, he instead proposes to pay just 10 cents on the dollar, leaving the rest of Banning taxpayers to foot that bill!

His justification? First, he quotes Banning's "water rule #6C2", which calls for a 4 month maximum recompense for "slow meters". Sorry, but these meters were not "slow"; they were simply not read by the utility. So that rule does not apply. Next he tries "water rule #6C3", pertaining to "non-registering meters". But again, these meters did not fail to register; they were simply not read. Again, the rule does not apply. Then he claims that "water rule #6A4c", calling for 3 years recompense for irrigation meters, should not apply, as these meters should be considered "residential" rather than "irrigation". I'm sorry, but since none of these meters provide water to a "residence", that argument is at best full of...hot water? These meters are for irrigation purposes, not residential.

Finally, he claims that the one-time assessment of just $68 required to pay the bill in full would cause "excessive economic hardship upon the residents and the Sun Lakes community as a whole". Really? Anyone who can afford housing in Sun Lakes could likely afford a one-time

fee of $68, and it could even be broken down into several smaller payments, in order to actually pay for what they all used. Instead, he wants the rest of Banning, who have no access to nor use of these nicely watered areas, to cover those costs instead. Yeah, while we are all letting our own lawns go brown.

That's wrong, and you all know it. When does the average Banning citizen stop getting screwed under by stuff like this. Both Sun Lakes and the Chamber of Commerce need to pay, in full, what they owe.

Gary Hironimus

-------- Original Message --------

Subject: Building A Better Banning
From: "Bob Botts" <bbotts@dc.rr.com>
Date: Tue, October 27, 2015 9:57 pm
To: "'Debbie Franklin'" <debbiefranklin4u@hotmail.com>, "'George Moyer'" <gemball11@msn.com>, <artwelch@gmail.com>, <emiller1@dc.rr.com>, "'Don Peterson'" <don@americalpatrol.com>

City Council Members
City of Banning

Dear Sirs and Lady:

Historically for me in public life, and under normal circumstances, it has been my approach not to respond to attacks and accusations, either verbally or through written letters, recognizing that it is part of public life that people feel they have a right to attack current and previous elected Council Members and say practically anything they want.

When I resigned from the Council I wished you well, said good luck, and moved into private life where I have made it a point to not answer pointed questions from the Press, when they write stories about the City, the Council Members and/or the Planning Commission, knowing that many times they simply want to create controversy and sell more newspapers. I have adhered to this approach of not talking with the media or writing letters ever since I left the Council.

Ann and I moved here sixteen (16) years ago to retire, which I have done, but I continue to care about the City of Banning and work with people, non-profits and for profit organizations, who are trying to make Banning a better place in which to live, work and play and trying to improve the City economically as well as qualitatively.

Thus I regret having to make this comment but for the record, Fred Sakurai does not represent or speak for me now, in any fashion, nor has he ever represented or spoken for me in any fashion, on any subject, and I find that he is not only an embarrassment to me but frankly, in my opinion, an embarrassment to himself also.

I continue to pray for good things for the City in the coming years, and will continue my efforts and time working on behalf of the City for its betterment.

Bob Botts

Copy to: City Planning Commission

CITY COUNCIL AGENDA

Date: **December 8, 2015**

TO: **City Council**

FROM: **Michael Rock, City Manager**

SUBJECT: **Approval of Accounts Payable and Payroll Warrants for Month of September 2015**

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

FISCAL DATA: The reports in your agenda packet cover "Expenditure Disbursements" and "Payroll Expenses" for the month of September 2015.

The reports are:

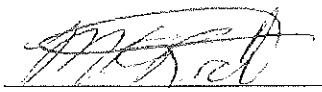
Expenditure approval lists		
September 3, 2015	385,921.26	
September 10, 2015	366,639.69	
September 17, 2015	786,512.57	
September 24, 2015	351,915.17	
November 17, 2015	4,763,250.93	(September Month End)
Payroll check registers		
September 4, 2015	5,397.53	
September 18, 2015	4,235.02	
Payroll direct deposits*		
September 4, 2015	258,588.13	
September 18, 2015	264,952.15	

*Included in Month End total

As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

Report Prepared by: Melissa Elizondo, Accountant

APPROVED BY:



Michael Rock
City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

001 General Fund Departments

0001 – General
1000 – City Council
1200 – City Manager
1300 – Human Resources
1400 – City Clerk
1500 – Elections
1800 – City Attorney
1900 – Fiscal Services
1910 – Purchasing & A/P
2060 – TV Government Access
2200 – Police
2210 – Dispatch
2279 – TASIN – SB621 (Police)
2300 – Animal Control
2400 – Fire
2479 – TASIN – SB621 (Fire)
2700 – Building Safety
2740 – Code Enforcement
2800 – Planning
3000 – Engineering
3200 – Building Maintenance
3600 – Parks
4000 – Recreation
4010 – Aquatics
4050 – Senior Center
4060 – Sr. Center Advisory Board
4500 – Central Services
4800 – Debt Service
5400 – Community Enhancement

All Other Funds

002 – Developer Deposit Fund
003 – Riverside County MOU
100 – Gas Tax Street Fund
101 – Measure A Street Fund
103 – SB 300 Street Fund
104 – Article 3 Sidewalk Fund
110 – CDBG Fund
111 – Landscape Maintenance
132 – Air Quality Improvement Fund
140 – Asset Forfeiture/Police Fund
148 – Supplemental Law Enforcement
149 – Public Safety Sales Tax Fund
150 – State Park Bond Fund
190 – Housing Authority Fund
200 – Special Donation Fund
201 – Sr. Center Activities Fund
202 – Animal Control Reserve Fund
203 – Police Volunteer Fund
204 – D.A.R.E. Donation Fund
300 – City Administration COP Debt Service
360 – Sun Lakes CFD #86-1
365 – Wilson Street #91-1 Assessment Debt
370 – Area Police Computer Fund
375 – Fair Oaks #2004-01 Assessment Debt
376 – Cameo Homes
400 – Police Facilities Development
410 – Fire Facilities Development
420 – Traffic Control Facility Fund
421 – Ramsey/Highland Home Road Signal
430 – General Facilities Fund
441 – Sunset Grade Separation Fund
444 – Wilson Median Fund
451 – Park Development Fund
470 – Capital Improvement Fund
475 – Fair Oaks #2004-01 Assessment District
600 – Airport Fund
610 – Transit Fund
660 – Water Fund
661 – Water Capital Facilities
662 – Irrigation Water Fund
663 – BUA Water Capital Project Fund
669 – BUA Water Debt Service Fund
670 – Electric Fund
672 – Rate Stability Fund
673 – Electric Improvement Fund
674 – '07 Electric Revenue Bond Project Fund
675 – Public Benefit Fund
678 – '07 Electric Revenue Bond Debt Service Fund
680 – Wastewater Fund
681 – Wastewater Capital Facility Fund
682 – Wastewater Tertiary
683 – BUA Wastewater Capital Project Fund
685 – State Revolving Loan Fund
689 – BUA Wastewater Debt Service Fund
690 – Refuse Fund
700 – Risk Management Fund
702 – Fleet Maintenance
703 – Information Systems Services
761 – Utility Billing Administration
805 – Redevelopment Obligation Retirement Fund
810 – Successor Housing Agency
830 – Debt Service Fund
850 – Successor Agency
855 – 2007 TABS Bond Proceeds
856 – 2003 TABS Bond Proceeds
857 – 2003 TABS Bond Proceeds Low/Mod

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CITY COUNCIL AGENDA

Date: **December 8, 2015**

TO: **City Council**

FROM: **Michael Rock, City Manager**

SUBJECT: **Approval of Accounts Payable and Payroll Warrants for Month of October 2015**

RECOMMENDATION: The City Council review and ratify the following reports per the California Government Code.

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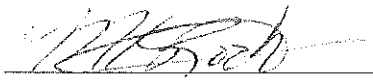
Expenditure approval lists		
October 1, 2015	199,743.10	
October 8, 2015	176,318.90	
October 15, 2015	1,403,286.92	
October 22, 2015	609,981.01	
October 29, 2015	226,030.94	
November 30, 2015	2,839,867.41	(October Month End)
Payroll check registers		
October 2, 2015	3,930.38	
October 16, 2015	11,991.15	
October 30, 2015	4,872.79	
Payroll direct deposits*		
October 2, 2015	264,826.32	
October 16, 2015	241,788.92	
October 30, 2015	268,420.89	

*Included in Month End total

As you review the reports, if you have any questions please contact the Finance Department so that we can gather the information from the source documents and provide a response.

Report Prepared by: Melissa Elizondo, Accountant

APPROVED BY:



Michael Rock
City Manager

CITY of BANNING

Fund/Department Legend

Fund/Department Legend

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410 – Fire Facilities Development
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451 – Park Development Fund
470 – Capital Improvement Fund
475 – Fair Oaks #2004-01 Assessment District
600 – Airport Fund
610 – Transit Fund
660 – Water Fund
661 – Water Capital Facilities
662 – Irrigation Water Fund
663 – BUA Water Capital Project Fund
669 – BUA Water Debt Service Fund
670 – Electric Fund
672 – Rate Stability Fund
673 – Electric Improvement Fund
674 – '07 Electric Revenue Bond Project Fund
675 – Public Benefit Fund
678 – '07 Electric Revenue Bond Debt Service Fund
680 – Wastewater Fund
681 – Wastewater Capital Facility Fund
682 – Wastewater Tertiary
683 – BUA Wastewater Capital Project Fund
685 – State Revolving Loan Fund
689 – BUA Wastewater Debt Service Fund
690 – Refuse Fund
700 – Risk Management Fund
702 – Fleet Maintenance
703 – Information Systems Services
761 – Utility Billing Administration
805 – Redevelopment Obligation Retirement Fund
810 – Successor Housing Agency
830 – Debt Service Fund
850 – Successor Agency
855 – 2007 TABS Bond Proceeds
856 – 2003 TABS Bond Proceeds
857 – 2003 TABS Bond Proceeds Low/Mod

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CITY COUNCIL AGENDA

DATE: December 8, 2015

TO: Banning City Council

FROM: Lona N. Laymon, City Attorney

SUBJECT: Amendment No. 1 to Contract Services Agreement for Bob Murray & Associates in Order to Add Services for Recruitment of Administrative Services Director

RECOMMENDATION:

That the City Council approve the attached Amendment No. 1 to the Contract Services Agreement for Bob Murray & Associates dated August 6, 2015 to provide for their additional services in facilitating the recruitment of an Administrative Services Director ("ASD"). This Amendment was already approved by Council in concept at its November 10th meeting and is now presented in written form for Council ratification.

DISCUSSION:

Bob Murray & Associates ("BMA") was previously retained to assist the City in the recruitment of a permanent City Manager. In the course of the City Manager recruitment process, a need also arose for the fulfillment of the ASD position. The ASD position was advertised by the City, which received 30 applications for the position.

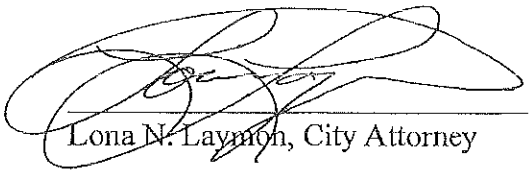
At its November 10, 2015, meeting the Council approved in concept utilizing BMA for the review and screening of applicants to the ASD position. BMA would also perform needed background checks and related services pertaining to ASD recruitment. Because BMA was already under contract with the City and engaged in the City Manager recruitment process, their services with respect to the ASD recruitment were a natural outgrowth and could be provided at a substantial reduced cost. The Council set an expenditure limit of $3,000.00 for all BMA services related to the ASD recruitment, although such services were, and are, not expected to exceed $1,500.00. These terms were acceptable to BMA and are reflected in the attached Contract Services Agreement Amendment No. 1.

The Council action proposed now simply ratifies the terms for the BMA contract amendment that were approved by Council on November 10, 2015.

FISCAL DATA: Amendment costs are most likely $1,500.00, with a maximum expenditure limit of $3,000.00 for all services rendered.

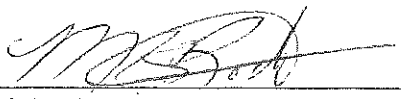
01102.0004/275483.1

RECOMMENDED BY:



Lona N. Laymon, City Attorney

APPROVED BY:



Michael Rock, City Manager

ATTACHMENTS:

1. AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN THE CITY OF BANNING AND BOB MURRAY & ASSOCIATES

01102.0004/275483.1

AMENDMENT NO. 1

TO THE CONTRACT SERVICES AGREEMENT FOR
BOB MURRAY & ASSOCIATES.

THIS AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR BOB MURRAY & ASSOCIATES ("Amendment") by and between the **CITY OF BANNING** ("CITY") and **BOB MURRAY & ASSOCIATES**, ("Contractor") is effective as of the ____ day of November, 2015.

RECITALS

A. CITY and Contractor entered into that certain Contract Services Agreement for Bob Murray & Associates dated August 6, 2015 ("Agreement") whereby Contractor agreed to provide City Manager Recruitment Services in the amount of not to exceed $24,000.00 through August 6, 2016.

B. CITY and Contractor now desire to amend the Agreement to provide for additional services related to the recruitment of an Administrative Services Director and increase the contract amount by $1,500 plus actual costs for a total contract amount not to exceed $27,000.

TERMS

1. **Contract Changes**. The Agreement is amended as follows:

(a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include additional services as provided in the attached Exhibit "A-1."

(b) Compensation (Exhibit B-1): Exhibit "B" to the Agreement is hereby amended to include additional compensation as provided in the attached Exhibit "B-1."

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** CITY and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to CITY that, as of the date of this Amendment, CITY is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

CITY represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING

_____
Debbie Franklin, Mayor

ATTEST:

_____
Marie A. Calderon, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



_____
Lona Laymon, City Attorney

CONTRACTOR:

BOB MURRAY & ASSOCIATES.

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed tbe same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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_____
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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-1"

SCOPE OF SERVICES

I. **Contractor will perform the following Services:**

Contractor shall provide additional services relating to the recruitment of an Administrative Services Director for the CITY ("Position"). The City already has candidate applications submitted for the position. Contractor's additional services under this Amendment primarily pertain to the mere review and evalnation of these existing Position applications. Contractor's additional services include the following:

A. Contractor shall review the applications for the Position.

B. Contractor shall rank, narrow the number of, and recommend applicants for the purpose of the City Manager's interviewing for the Position.

C. Contractor shall conduct background and reference checks for the final candidate for the Position.

D. Contractor shall perform any other activities that the CITY may require related to the recruitment for the Position, so long as such activities do not exceed that amount stated in Exhibit B-1(I).

II. **As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:**

A. **Written Report:** Contractor shall provide the City Manager with a report detailing the ranking and narrowing of applications submitted for the Position.

B. **Hard Copy Report:** A hard copy of the above-mentioned report shall also be provided to the City Manager.

III. **In addition to the reqnirements of Section 6.2, dnring performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following statns reports:**

As requested hy the City Manager.

IV. **All work is snbject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

V. **Contractor will utilize the following personnel to accomplish the Services:**

A. Fred Freeman, Vice President

EXHIBIT "B-1"

COMPENSATION

I. **Contractor shall perform the following tasks at the following rates:**

A. All professional services related to recruitment of an Administrative Services Director for the City of Banning: $1,500 plus actual costs, but in no event shall such recruitment for this Position exceed $3,000.

II. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

III. **The City will compensate Contractor for the Services performed upou submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for all Services rendered by Contractor, as amended herein, shall not exceed $1,500.00 plus actual costs for a total (original contract plus this Amendment) of $27,000.00 as provided in Recital B of this Amendment.**

V. **The Contractor's billing rates for all personnel are attached as Exhibit C-3.** N/A

CITY COUNCIL AGENDA
CONSENT ITEM

DATE: December 8, 2015

TO: City Council

FROM: Michael Rock, City Manager

SUBJECT: **City Council Authorize the City Manager to Execute the Administrative Services Director/Deputy City Manager Employment Agreement**

RECOMMENDATION: The City Council ratify the appointment of the Administrative Services Director/Deputy City Manager and authorizes the City Manager to execute the ASD/Deputy City Manager Employment Agreement with Rochelle Clayton.

BACKGROUND: The City recruited for the position of ASD/Deputy City Manager beginning in March of 2015. The City Council hired an executive recruiting firm (Bob Murray and Associates) to hire the permanent City Manager and decided to use Bob Murray to also recruit for the ASD/Deputy City Manager at a significantly reduced rate of not-to-exceed $3,000. Bob Murray and Associates narrowed the applicant pool to nine candidates and then narrowed the list to the two most qualified applicants. Bob Murray forwarded their findings to the City Manager on November 12, 2015 and the City Manager interviewed the top two candidates and is recommending that the City Council ratify the appointment of Rochelle Clayton for ASD/Deputy City Manager.

The background/reference check was completed and provided to the City's Human Resources Department and City Attorney. The attached ASD/Deputy City Manager Employment Agreement was prepared and approved by the City Attorney's Office. The selected salary of $155,472 is within the salary range ($130,341-$176,335) for the ASD/Deputy City Manager as set forth in the Banning Resolution No. 2015-75, Amendment to the Classification & Compensation Plan,

FISCAL DATA: The position is authorized and in the current budget per Resolution 2015-75.

PREPARED BY:

Michael Rock, City Manager

Attachments:

1. Employment Agreement with Exhibits

CITY OF BANNING

ADMINISTRATIVE SERVICES DEPARTMENT DIRECTOR/ DEPUTY CITY MANAGER

EMPLOYMENT AGREEMENT

This ADMINISTRATIVE SERVICES DEPARTMENT DIRECTOR/ DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 28th day of December, 2015, by and between the CITY OF BANNING, a general law city and municipal corporation (hereinafter referred to as the "CITY") and ROCHELLE CLAYTON, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, it is the desire of the City Council of the City of Banning (hereinafter the "City Council") to employ an individual to serve in the position of Administrative Services Department ("ASD") Director/ Deputy City Manager (abbreviated herein as "ASD Director"), the duties and responsibilities of which are set forth in Exhibit "A" to this AGREEMENT; and

WHEREAS, the ASD Director position was created pursuant to Resolution No. 2010-44, which resolution changed the classification of Finance Director to ASD Director and provided that this new position will oversee the Finance Department, Information Technology, Purchasing, Utility Billing, Human Resources and Risk Management Department; and

WHEREAS, Chapter 2.12 of the Banning Municipal Code ("BMC") has not yet been updated to reflect that the duties and responsibilities that were formerly performed by the director of finance position are now *de facto* largely performed by the ASD Director; and

WHEREAS, the CITY requires the services of an ASD Director; and

WHEREAS, pursuant to BMC §2.08.080, the City Manager has the authority to appoint department heads of the City, subject to concurrence by a formal vote of the City Council; and

WHEREAS, based on EMPLOYEE's executive and administrative qualifications and ability, the City Manager desires to appoint EMPLOYEE to serve as the ASD Director for the CITY; and

WHEREAS, the City Council must concur with and approve by formal vote the appointment made by this AGREEMENT of EMPLOYEE as ASD Director for the City; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of ASD Director services to the CITY; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of professional services for the CITY through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. The City Manager with approval and formal vote of the City Council appoints and employs EMPLOYEE as ASD Director for the CITY to perform the functions and duties of that position, as described in Exhibit "A" to this AGREEMENT and the functions and duties of the finance director position as set forth in BMC Chapter 2.12, and such other legally permissible and proper duties and functions as the City Manager shall, from time to time, direct or assign to EMPLOYEE. CITY reserves the right to amend BMC Chapter 2.12, as it deems necessary and appropriate, without requiring EMPLOYEE's acquiescence or an amendment of this AGREEMENT. EMPLOYEE agrees to perform all such functions and duties to the best of her ability and in an efficient, competent, and ethical manner.

1.2 Work Schedule. It is recognized that the ASD Director is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. EMPLOYEE acknowledges that proper performance of the duties of ASD Director will require EMPLOYEE to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one hour lunch period), as set by the CITY and as may be duly revised from time-to-time by the CITY, and will also often require the performance of necessary services outside of normal business hours. EMPLOYEE's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the ASD Director position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and EMPLOYEE shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

1.3 FLSA Exempt Status. EMPLOYEE acknowledges and agrees that the ASD Director position is that of an exempt employee of the CITY for the purposes of the FLSA.

1.4 Other Activities. EMPLOYEE shall focus her professional time, ability, and attention to the CITY's business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of the functions and duties of the ASD Director.

1.5 Employment Status. Upon approved appointment to the ASD Director position, EMPLOYEE shall serve at the will and pleasure of the City Manager pursuant to BMC

Section 2.12.040(A). EMPLOYEE understands that by accepting the ASD Director position, she shall be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. The CITY may terminate EMPLOYEE at any time in accordance with Section 3.4 below.

1.6 Position Title. Certain provisions of the BMC, including but not limited to Chapter 2.12 and Section 2.48.080(F) and 2.68.020(E), refer to the office of "director of finance" or "finance director." The position of director of finance/ finance director was changed to "ASD Director" pursuant to Resolution 2010-44, and the duties of the former director of finance position are now *de facto* largely performed by the ASD Director. EMPLOYEE recognizes that as ASD Director, she shall be responsible as a department head for overseeing the direction and regulation over municipal revenues and expenditures in CITY departments, regardless of the title assigned to such position.

1.7 Exemption from Personnel System. BMC §2.68.020(E) expressly exempts the finance director position from the CITY's Personnel System established in BMC Chapter 2.68. The City Council intends that this exemption from the CITY's Personnel System apply to all department heads. EMPLOYEE understands, acknowledges and agrees that as ASD Director, EMPLOYEE is exempt from the CITY's Personnel System.

1.8 CITY Documents. All data, studies, reports and other documents prepared by EMPLOYEE while performing her duties during the term of this AGREEMENT shall be furnished to and become the property of the CITY, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Council, for any purposes other than the performance of EMPLOYEE's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Base Salary. For the services rendered pursuant to this AGREEMENT, EMPLOYEE shall be placed at Range 101, Step 8 which is $12,956.00 per month and annually One Hundred Fifty-Five Thousand Four Hundred Seventy-Two Dollars ($155,472.00) per year ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid, effective the first full pay period after the effective date of this AGREEMENT as provided in Section 3.1 hereof. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the City Council and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Salary Review. The City Manager and EMPLOYEE agree to endeavor to conduct an annual Salary review concurrently with the annual performance evaluation set forth in Section 5.2 hereof.

2.3 Salary Adjustment. Following the annual performance evaluation set forth in Section 5.2 hereof and the annual Salary review set forth above in Section 2.2, the City Manager may increase EMPLOYEE's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 and review under Section 2.2 shall be at the sole discretion of the City Manager, subject to the maximum base salary and benefits permitted for the position of ASD Director in the most recent classification and compensation resolution approved by City Council.

2.4 Business Expense Reimbursements. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence, and other CITY related business expenses incurred by EMPLOYEE in the performance of her duties. All reimbursements shall be subject to and in accordance with California law, the CITY's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3.0 TERM

3.1 Commencement & Effective Date. EMPLOYEE shall commence service hereunder at 8:00 a.m. Pacific Daylight Time on December 28, 2015, or such other date/time upon which EMPLOYEE and City Council may mutually agree. In the event EMPLOYEE commences services on a date other than December 28, 2015, such date shall be deemed the effective date of this AGREEMENT ("Effective Date").

3.2 Term. This AGREEMENT shall remain in effect from the Effective Date specified at Section 3.1 until this AGREEMENT is terminated pursuant to Section 3.3 or 3.4.

3.3 Termination by EMPLOYEE. EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the City Manager with at least thirty (30) days' advance written notice. In the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay.

3.4 Termination by CITY. The City Manager may terminate this AGREEMENT at any time with or without cause, by providing written notice of the reason(s). The City Manager's right to terminate EMPLOYEE pursuant to this Section 3.4 shall not be subject to or in any way limited by the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22), or any subsequent related resolutions, or past CITY practices related to the employment, discipline or termination of the CITY's employees. EMPLOYEE expressly waives any rights provided for the ASD Director or director of finance under the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22), Municipal Code, or under other local, state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law in the position of city manager.

Notwithstanding this Section 3.4, upon appointment to the ASD Director position, EMPLOYEE remains an at-will employee serving at the pleasure of the City Manager.

(a) Termination by CITY for Cause. The CITY may terminate this AGREEMENT at any time by providing EMPLOYEE with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, 7) violation of the CITY's Municipal Code, ordinances, rules, and regulations, including but not limited to the CITY's Rules and Regulations of the Personnel System (Resolution No. 1974-22) and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, the CITY shall have no obligation to pay EMPLOYEE any severance.

(b) Termination by CITY Without Cause. By providing EMPLOYEE at least thirty (30) days' prior written notice thereof, the CITY may terminate EMPLOYEE without cause but rather based upon management reasons such as implementing the CITY's goals or policies, including but not limited to: i) change of administration, or ii) incompatibility of management styles. In the event EMPLOYEE is terminated without cause, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay as the result of the termination of this AGREEMENT **except as provided in Section 4.1 below**.

4.0 SEVERANCE

4.1 Severance Pay. In the event EMPLOYEE is terminated without cause within two (2) years of EMPLOYEE's appointment date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then CITY shall pay to EMPLOYEE severance in an amount equal to the monthly base salary of EMPLOYEE then in effect multiplied by three (3) excluding deferred compensation or the value of any other benefits. If EMPLOYEE is terminated without cause at any time later than two (2) years after EMPLOYEE's start date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then CITY shall pay to EMPLOYEE severance in an amount equal to the monthly base salary of EMPLOYEE then in effect multiplied by six (6) excluding deferred compensation or the value of any other benefits. Notwithstanding any other provision of this paragraph 4.1, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then

the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months).

4.2 No Severance Pay if Termination for Cause or Initiated by EMPLOYEE. As provided in Section 3.4(a), should EMPLOYEE be terminated for cause, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should EMPLOYEE initiate termination of this AGREEMENT, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 4.1 above, should this AGREEMENT expire by its own terms without early termination by EMPLOYEE or CITY, then the CITY shall have no obligation to pay the severance provided for in Section 4.1.

4.3 Sole Rights. The severance rights provided in this Article 4.0 shall constitute the sole and only entitlement of EMPLOYEE with respect to severance pay in the event of the termination, other than for cause or by expiration of the AGREEMENT. EMPLOYEE expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to EMPLOYEE so as to facilitate a more effective management of the Administrative Services Department of the CITY. Nothing herein shall be deemed to alter or change the employment status of EMPLOYEE as ASD Director (as set forth in Section 1.5 above), nor shall this Article 5.0 be construed as requiring "cause" to terminate this AGREEMENT, or the services of EMPLOYEE hereunder.

5.2 Annual Evaluation. The City Manager shall conduct a formal or informal review and evaluate the performance of EMPLOYEE on an annual basis to coincide with the anniversary date of EMPLOYEE's appointment to the position of ASD Director. Such performance review and evaluation shall be conducted concurrently with an annual base salary review provided for in Section 2.2 hereof, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his or her sole discretion, elect to provide a written summary of each performance evaluation to EMPLOYEE within two (2) weeks following the conclusion of the performance review and evaluation process, and may, at his or her sole discretion, schedule at least one (1) City Council closed session with EMPLOYEE to deliver and discuss the evaluation.

6.0 BENEFITS AND OTHER COMPENSATION

6.1 Professional Development. The CITY recognizes its obligation to the professional development of its ASD Director, and agrees that EMPLOYEE shall be given adequate opportunities to develop and maintain skills and abilities as a public administrator. EMPLOYEE is expected and encouraged to and does agree to participate in professional organizations and to attend area and regional meetings and conferences related to matters of interest to the CITY consistent with the time required for such attendance in relationship to EMPLOYEE's other responsibilities as determined by the City Manager. The City Manager hereby agrees to budget an amount to be determined in the exercise of its sole discretion to pay the cost, travel and subsistence expense of EMPLOYEE for professional and/or official travel, meetings, and occasions adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions for the CITY. These activities shall include membership in at least one professional association and attendance at one annual community development conference. EMPLOYEE shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. Tuition will be reimbursed to EMPLOYEE for professional and technical courses approved by the City Manager and taken in an accredited educational institution provided that: i) the subject matter of the course relates directly to and contributes toward the ASD Director position with the CITY; ii) EMPLOYEE has received at least a competent proficiency rating on the last performance evaluation report; and iii) EMPLOYEE has furnished evidence that the course has been completed with at least a "C" or "pass" grade.

The City Manager also agrees to budget and pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY. The City Manager agrees to budget and pay for professional dues and subscriptions of EMPLOYEE reasonably related to the professional growth, development, education and training of EMPLOYEE.

6.2 Paid Leave.

(a) Sick Leave: EMPLOYEE shall be entitled to ninety-six (96) hours of sick leave annually, with the right to cash in a maximum of ninety-six (96) hours annually. A minimum of forty (40) sick leave hours must be left in the bank at time of cash out. Sick leave shall accrue at the rate of 3.69 hours per pay period. Any sick leave cash out request must be made no later than November 1st of each year, and payment of the cash out shall be made in the last check issued in November. Sick leave may only be accrued to a maximum of four hundred eighty (480) hours at which point sick leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Sick leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination for any reason, EMPLOYEE any shall leave remaining in the employee's bank shall not have any cash value or be cashed out.

(b) Vacation Leave. EMPLOYEE shall be entitled to one hundred sixty (160) hours of vacation leave annually, with the right to cash in a combined maximum of eighty (80) vacation leave hours annually from any vacation leave bank. A minimum of eighty

(80) vacation leave hours must be left in the regular vacation bank at time of cash out. If EMPLOYEE accrues greater than three hundred (300) hours of vacation time, then he may request a one-time cash out of fifty percent (50%) of the total available vacation hours to be paid at her current pay rate. Vacation leave shall accrue at the rate of 6.15 hours per pay period. Vacation leave may only be accrued to a maximum of four hundred eighty (480) hours at which point vacation leave accrual will cease until the accrued hours fall below the maximum of four hundred eighty (480) hours. Vacation leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused vacation leave on the books then existing.

(c) Holiday Leave. EMPLOYEE shall be granted the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas. In addition, one (1) floating holiday will be credited to EMPLOYEE's Holiday Leave bank July 1st each year. Leave balances must be used during the fiscal year or they may be cashed out with City Council approval according to Administrative Policy A-30. If the City Council recognizes an additional holiday for City employees, said holiday shall be extended to EMPLOYEE. Holiday leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours.

(d) Executive Leave. EMPLOYEE shall be entitled to ninety-eight (98) hours of executive leave annually, with the right to cash in a maximum of ninety-eight (98) executive leave hours annually. Executive leave shall accrue at the rate of 3.77 hours per pay period. Executive leave may only be accrued to a maximum of two hundred (200) hours at which point executive leave accrual will cease until the accrued hours fall below the maximum of two hundred (200) hours. Executive leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused executive leave on the books then existing.

(e) Bereavement Leave. In the event of the death of a member of EMPLOYEE's family, including EMPLOYEE's spouse, domestic partner, mother, father, brother, sister, child, grandchild, or grandparent or any one of the same relatives of EMPLOYEE's spouse or domestic partner, EMPLOYEE shall be allowed thirty (30) hours of bereavement leave for each death of a family member. Bereavement leave must be used and deducted from the total allowed hours in increments of no less than five hours for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. In the event of the death of a spouse or multiple family deaths occurring within a 24-hour period, EMPLOYEE shall be allowed forty (40) hours of total bereavement leave for this unfortunate event.

6.3 Cafeteria/Health & Welfare Benefits. EMPLOYEE shall be entitled to receive from the CITY an annual cafeteria benefit in an annual amount capped at Twenty Thousand Dollars ($20,000.00), for the purchase of health and welfare benefits under any approved plan provided by the CITY. Said contribution shall first be used to provide for health insurance for the EMPLOYEE. EMPLOYEE may use funds for any of the CITY's medical plans or, upon proof of coverage under another acceptable health plan as determined by the CITY's Human Resource Department, this amount may be taken as taxable income or converted to a 457 Plan or CITY sponsored Medical Savings Account. The City Manager may increase the benefit annually using CPI or the average of all CITY health insurance premium increases as long as it stays within the maximum parameters established by City Council for department heads. EMPLOYEE may elect to receive ninety-two and five-tenth percent (92.5%) of the balance in cash as CalPERS non-includable taxable income or converted to a 457 plan or CITY sponsored Medical Savings Account.

6.4 Retirement.

(a) Retirement Plan. EMPLOYEE is believed to be a "classic member" as defined by CalPERS and as mandated by the Public Employees' Pension Reform Act of 2013, and if determined by CalPERS to be such shall be permitted to participate in the CITY's CalPERS Retirement Program with the 2% at 60 formula and 3 Year Average formula. If not so determined by CalPERS, then she shall be a "new member" as defined by CalPERS and eligible to participate in the CITY's CalPERS Retirement Program with the 2% at 62 formula and 3 Year Average formula.

(b) Employee Contribution. EMPLOYEE shall be responsible for the full member contribution for EMPLOYEE's CalPERS retirement plan.

6.5 Automobile. EMPLOYEE shall receive a Two Hundred Fifty Dollar ($250.000) per month car allowance for use of a personal vehicle in pursuit of recognized official duties.

6.6 CITY Flexible Spending Plan. EMPLOYEE is entitled to participate in the CITY's Flexible Spending Plan to the same extent as enjoyed by any other employee.

6.7 Life Insurance. In addition to the annual cafeteria benefit, the CITY will pay annual premiums for life insurance for EMPLOYEE with a benefit/coverage amount of One Hundred Fifty Thousand Dollars ($150,000.00) during EMPLOYEE's employment.

6.8 Business Equipment. The CITY will finance at no interest to EMPLOYEE the purchase of any job-related personal tools or equipment, such as a computer, cell phone, etc., that serve the professional development of EMPLOYEE. Such tools or equipment shall be approved in advance by the City Manager at his or her sole discretion and the amount financed shall not exceed the value of one month's base salary of EMPLOYEE. Repayment to the CITY shall be made by payroll deductions until the amount loaned is completely repaid. The maximum period for repayment shall be two (2) years. Should EMPLOYEE terminate employment, then the remaining loan amount repayment shall be

accelerated and become fully due and owing as of the termination date and may be deducted from any wages owed, including any severance payment to be made.

6.9 Bonding. CITY shall bear the full cost of any fidelity or other bonds required for EMPLOYEE under any law or CITY ordinance.

6.10 Education Pay. The CITY agrees to pay to EMPLOYEE the sum of Two Hundred and Seventy Five Dollars ($275.00) per month as and for an education incentive for possessing a Master's degree from an educational institution accredited by a nationally recognized accrediting agency listed and published by the U.S. Secretary of Education.

6.11 Eyewear/Eyecare Reimbursement. EMPLOYEE shall be entitled to reimbursement for expenses incurred and paid by EMPLOYEE and/or dependents in obtaining prescription eyewear or medical care from a licensed Optician, Optometrist or Ophthalmologist. Such amount is limited to a total for all expenses of Two Hundred Fifty Dollars ($250.00) every two years commencing on the date of this AGREEMENT. Thereafter, reimbursement will occur two years from the date of the previous reimbursement.

6.12 Utility Allowance. Should EMPLOYEE reside within the CITY limits, then EMPLOYEE shall be entitled to receive a utility credit in the amount of One Hundred Fifty Dollars ($150.00) per month against the cost of electric and water service during the period of such residency. In the event EMPLOYEE's spouse or a member of EMPLOYEE's household also is employed by the CITY and is eligible for this utility allowance, only one of either EMPLOYEE and EMPLOYEE's spouse or member of EMPLOYEE's household shall be eligible for such utility allowance.

6.13 Disability Program. EMPLOYEE agrees to pay the cost of membership in the CITY-approved short-term/ long-term disability insurance program. EMPLOYEE agrees that such premiums will be paid with after-tax dollars in order to maintain the tax-free benefit status to both the CITY and EMPLOYEE in the event benefits are paid. It is agreed between the Parties that in the event of disability, EMPLOYEE shall enjoy all the rights and privileges to which EMPLOYEE is entitled under state or federal law.

7.0 INDEMNIFICATION

To the extent mandated by the California Government Code, the CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of EMPLOYEE's services under this AGREEMENT. This section shall not apply to any intentional tort or crime committed by EMPLOYEE, to any action outside the course and scope of EMPLOYEE's employment, or any other intentional or malicious conduct or gross negligence of EMPLOYEE.

8.0 OTHER TERMS- CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with EMPLOYEE, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such

terms and conditions do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by EMPLOYEE and the City Manager.

9.0 GENERAL PROVISIONS

9.1 Entire AGREEMENT. This AGREEMENT represents the entire AGREEMENT and understanding between the Parties and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to EMPLOYEE's employment by the CITY and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of CITY governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this AGREEMENT shall be valid or binding upon either Party.

9.2 Amendment. This AGREEMENT may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

9.3 Notices. Any notice required or permitted by this AGREEMENT shall be in writing and shall be personally served or shall be sufficiently given when served upon the other Party as sent by United States Postal Service, postage prepaid and addressed as follows:

To CITY:	To EMPLOYEE:
City Manager City of Banning P.O. Box 998 Banning, California 92220	Rochelle Clayton [On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this AGREEMENT, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE's duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this AGREEMENT by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each Party hereto.

9.8 Government Code §§ 53243 - 53243.4. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his or her office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this AGREEMENT and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this AGREEMENT:

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
>
> §53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.
>
> §53243.4. "Abuse of office or position" defined.

EMPLOYEE represents that EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to EMPLOYEE, including that EMPLOYEE agrees that any cash settlement or severance related to a termination that EMPLOYEE may receive from the CITY shall be fully reimbursed to the local agency if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position.

9.9 Independent Legal Advice. The CITY and EMPLOYEE represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this AGREEMENT, or had the opportunity to do so, and the CITY and EMPLOYEE further represent and warrant that each has carefully reviewed this entire AGREEMENT and that each and every term thereof is understood and that the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT shall not be

construed against the Party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Banning has caused this AGREEMENT to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF BANNING

_____
Michael Rock, City Manager

ATTEST:

_____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

_____
Lona N. Laymon, City Attorney

ASD DIRECTOR

_____
Rochelle Clayton

EXHIBIT A

JOB DESCRIPTION
ADMINISTRATIVE SERVICES DIRECTOR/ DEPUTY CITY MANAGER

JOB DEFINITION: Under policy direction, directs, oversees, plans, organizes and administers all financial operations including purchasing, payroll, accounts payable, business licensing, financial reporting, grant and contract reporting and compliance, assessment district administration, debt management, revenue monitoring, budget development, capital project financial monitoring and investments, City's information system and utility billing operations, and Human Resources/Risk Management.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Establishes and maintains direction and regulation over municipal revenues and expenditures in City departments in accordance with municipal accounting, auditing, reporting and managing practices. Provides professional assistance and information to the City Council and City management staff on the evaluation of the City's financial position, investments, cash flow, debt, purchasing, accounting, budgeting and financial forecasting/strategic planning. Researches potential new investments, recommends investment opportunities and reviews cash flows for investment purposes. Administers goals and resolves operational problems.

Oversee overall recruitment, retention, and training efforts; direct administrative policy development, employee classification and compensation, job evaluation, pay for performance plans, employee relations and personnel related legal compliance.

Manage and oversee risk management functions for the city including OSHA complaint safety program, prevention and training plan, liability and workers compensation administration.

Attends meetings and presentations. Develops and prepares City budget and reports. Monitors business transactions/operations for compliance with laws, regulations, contracts and grant agreements relating to accounting and financial reporting. Researches trends and history for future financial projections. Recommends strategic planning methods. Develops, interprets and enforces financial policies and procedures.

Oversees, monitors and directs office operations of assigned staff. Prioritizes and assigns special projects. Interviews prospective employees. Hires and/or recommends hiring. Develops, identifies and implements new employee and on-going staff training. Assigns, tracks and reviews work assignments and progress. Reviews and approves the formal performance evaluation of assigned department staff. Develops and implements disciplinary actions for assigned staff.

Administers the City's information system and utility financial operation consisting of electric, water, refuse and utility billing and meter services. Communicates and interacts with the public to provide utility customer service and solve budget delinquency issues.

Performs other duties as assigned or required.

KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of management and/or supervision principles.
- Knowledge of bookkeeping and/or accounting principles.
- Knowledge of auditing and financial reporting standards.
- Knowledge of research methods and procedures.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS: A Bachelor's degree in Finance, Accounting, Business Administration or related field **AND** ten (10) years of accounting and/or finance experience that includes five (5) years of management and/or supervision.

ADDITIONAL REQUIREMENTS: May be required to work outside the traditional work schedule.

EXHIBIT B

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Banning, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and ROCHELLE CLAYTON, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will ASD Director effective on or about December 28, 2015 serving at the pleasure of the City Manager of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently ___ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE separate from employment with THE CITY and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's separation by means of _____ as of _____, ____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to her at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by state, federal or municipal law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall cause to be paid to EMPLOYEE an additional compensatory payment as severance pay by means of a lump sum payment of _____ and __ cents ($_____.00), as set forth in

THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. The lump sum payment shall be subject to applicable state and federal withholdings as determined appropriate by THE CITY.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____ __, ____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency. Furthermore, nothing herein shall be interpreted as a release or waiver of the THE CITY's statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate

with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE's waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, EMPLOYEE's counsel of choice or at least had the opportunity to do so, and EMPLOYEE represents by signing this AGREEMENT that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following EMPLOYEE's execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution of same ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

> "General Release--Claims Extinguished"
>
> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such

party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of EMPLOYEE's receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during EMPLOYEE's employment. Said services shall be provided as needed by THE CITY at a rate of $100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of EMPLOYEE's employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that EMPLOYEE will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way

prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no

way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given and/or received on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Manager
City of Banning
P.O. Box 998
Banning, California 92220

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, EMPLOYEE has signed and executed this AGREEMENT, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Rochelle Clayton

THE CITY

DATED: _____

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
[_____], City Attorney

[EMPLOYEE'S ATTORNEY'S LAW FIRM]

By: _____
[Counsel Name]

CITY COUNCIL AGENDA

Date: **December 8, 2015**

To: **Honorable Mayor and City Council**

From: **Fred Mason, Electric Utility Director**

Subject: **Resolution No. 2015-107, "Revising Banning's Renewables Portfolio Standard"**

RECOMMENDATION: Adopt Resolution No. 2015-107, revising the City of Banning's (City) Renewables Portfolio Standard (RPS), attached herewith as Exhibit "A".

JUSTIFICATION: California State Senate Bill 1078 (SB 1078), which was signed by the Governor on September 12, 2002, provides that each governing body of a local publicly owned electric utility shall be responsible for implementing and enforcing a RPS that recognizes the intent of the Legislature to encourage renewable resources. Senate Bill 107 (SB 107), which became law on January 1, 2007, accelerated the State's goal from 20 percent by 2017 to 20 percent by 2010, and advocated a goal of 33 percent by 2020. Senate Bill X1 2 (SBX1 2), which was signed by Governor Brown on April 12, 2011, officially codified the State's RPS goal to 33 percent by 2020. SBX1 2 also reset the intermediate goals to 20 percent by the end of 2013, and 25 percent by the end of 2016.

Senate Bill 350 (SB 350), which was signed by Governor Brown on October 7, 2015, further expanded the State's RPS mandate to 50 percent by 2030. SB 350 also set intermediate goals of 40 percent by 2024 and 45 percent by 2027.

BACKGROUND: In response to SB 1078, the Banning City Council approved Resolution 2004-31 on March 23, 2004, establishing an official RPS for the City. The City's RPS at that time reflected the State's goal of 20 percent by December 31, 2017. In response to SB 107, the Banning City Council approved Resolution 2007-72 on June 26, 2007, revising the City's official RPS goal to 33 percent by 2020.

The recently-passed SB 350 has mandated a RPS of 50 percent by 2030. Accordingly, the City needs to update its RPS goal to reflect this new mandate. It should be noted that with the pending divestiture of the San Juan Unit 3 coal plant, together with the renewable energy contracts that have been approved to replace the San Juan Unit 3 energy, the electric utility will be positioned to exceed the 50 percent RPS mandate by as early as 2018.

The public policy goal of SB 1078, SB 107 and SB 350 is to move electric retailers toward more diverse power portfolios in order to: (1) lessen dependence on conventional fuel sources such as natural gas or coal, and (2) increase utilization of power resources that generate public

health and environmental benefits. An RPS goal of 50% means that the electric utility must procure eligible renewable energy resources in an amount equal to or greater than 50 percent of the electric utility's retail sales.

Staff recognizes that the City is required to meet State legislative mandates in order to avoid penalties and fines. Additionally, Staff believes it is important to demonstrate that the City is doing its part in the effort to increase the use of renewable energy resources. Indeed, the City has already initiated the steps necessary to meet the 50 percent RPS mandate. Therefore, Staff recommends that the City Council approve resolution 2015-107 revising the City's official RPS to reflect the most current State requirements as codified in SB 350.

FISCAL DATA: There is no financial impact associated with updating the City's RPS, although there are costs associated with meeting these directives, such as purchasing renewable energy. However, the City Council has already approved the power purchase agreements for renewable energy to meet the State's mandates.

RECOMMENDED BY:

Fred Mason
Electric Utility Director

APPROVED BY:

Michael Rock
City Manager

Prepared by Jim Steffens

RESOLUTION NO. 2015-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING REVISING THE CITY OF BANNING'S RENEWABLES PORTFOLIO STANDARD

WHEREAS, the City of Banning owns and operates its Municipal Electric Utility; and

WHEREAS, California State Senate Bill 1078 provides that each governing body of a local publicly owned electric utility shall be responsible for implementing and enforcing a Renewables Portfolio Standard (RPS) that recognizes the intent of the Legislature to encourage renewable resources; and

WHEREAS, Senate Bill 350 expanded the State's RPS mandate to 50% by 2030; and

WHEREAS, the City wishes to comply with State legislated mandates, and desires to increase the utilization of power resources that generate public health and environmental benefits;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Banning as follows:

SECTION 1. Adopt Resolution No. 2015-107 revising the City of Banning's Renewable Portfolio Standard, attached herewith as Exhibit "A".

SECTION 2. Authorize the Electric Utility Director or his/her designee to implement and enforce the City of Banning's Renewable Portfolio Standard.

PASSED, ADOPTED AND APPROVED this 8th day of December 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon, City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____

Lona N. Laymon, City Attorney
Aleshire and Wynder, LLP

City of Banning
Renewables Portfolio Standard (RPS)

Purpose:

This Renewables Portfolio Standard (RPS) represents the City of Banning's (Banning) commitment to renewable resource procurement consistent with the provisions of SB 1078 (2002), an act to add Sections 387, 390.1 and 399.25 to, and to add Article 16 (commencing with Section 399.11) to Chapter 2.3 of Part 1 of Division 1 of, the Public Utilities Code. SB 1078 provides that each governing body of a local publicly owned electric utility shall be responsible for implementing and enforcing a RPS that recognizes the intent of the Legislature to encourage renewable resources, while taking into consideration the effect of the standard on rates, reliability, and financial resources and the goal of environmental improvement.

Goal:

The public policy goal stated in the SB 1078 includes increasing California's reliance on renewable energy resources up to 20% by 2017 to promote stable electricity prices, protect public health, improve environmental quality, stimulate sustainable economic development, create new employment opportunities, and reduce reliance on imported fuels. SB 107, which became law on January 1, 2007, accelerates California's RPS goal to 20% by 2010. SBX1 2, which was signed into law on April 12, 2011, officially codified the State's RPS goal to 33% by 2020. SBX1 2 also reset the intermediate goals to 20% by the end of 2013, and 25% by the end of 2016. SB 350, which became law on October 7, 2015, further expanded the State's RPS mandate to 50% by 2030.

In furtherance of SBX1 2's expressed goal, Banning will increase its supply of electricity from "eligible" renewable resources until a target portfolio level of 33% is reached by December 31, 2020, measured by the amount of energy procured for making retail sales of electricity. Banning will reach this 33% target per Banning's RPS Enforcement Program and Renewable Energy Resources Procurement Plan. Per SB 350, Banning will reach 50% eligible renewable resources by December 31, 2030.

Qualifying Resources:

Electricity produced from the following technologies constitute "eligible" renewable resources for purposes of this RPS: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, renewable components of system sales from other parties, green tags and renewable distributed generation on the customer side of the meter. Eligible renewable resources facilities can be located anywhere in the interconnected transmission system located in the west.

Reporting Requirements:

Banning will report annually to its customers (1) expenditures of Public Benefits funds collected for renewable energy resources development along with a description of programs, expenditures and expected or actual results, (2) the resource mix used to serve its retail customers by fuel type, including the contribution of each type of renewable energy resource through an annual Public Benefit Programs Report, and (3) total expenditures for renewable resources funded by Electric revenues due to ongoing support by our customer-owners for renewable power.

Banning will continue to provide data to its customers as required by SB 1305 (1997) to disclose information about energy resources used to generate retail electricity.

Timing of Long-Term Resource Additions:

Renewable resources will be procured to the extent they fulfill unmet needs identified in Banning's long-term resource procurement plan, and Banning will not terminate, abrogate, or otherwise end any existing long-term non-renewable contract in order to meet the renewable target portion of its energy portfolio.

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SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY OF THE
CITY OF BANNING
REPORT OF OFFICERS

Date: December 8, 2015

To: Chairman and Board Members

From: Brian Guillot, Acting Community Development Director

Subject: **Resolution No. 2015-06 SA: A resolution of the Successor Agency to the dissolved Community Redevelopment Agency of the City of Banning approving the early repayment of a mortgage on the property located at 128 N. San Gorgonio Avenue, Banning California (APN 541-141-013).**

RECOMMENDATION: Adopt Resolution No. 2015-06 SA (Attachment 1) approving the early repayment of a mortgage on the property located at 128 N. San Gorgonio Avenue, Banning, California (APN 541-141-013), in the amount of One-Hundred Thirty Three-Thousand Seven Hundred Fifty-Five Dollars and Forty-Two Cents ($133,755.42) (Attachment 2)

JUSTIFICATION: Pursuant to Health and Safety Code (the "HSC") § 34172(a)(1), the Redevelopment Agency of the City of Banning was dissolved February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Redevelopment Agency of the City of Banning (the "Successor Agency"). Early repayment of the mortgage will provide for winding down a debt obligation, which is a goal of the Successor Agency.

BACKGROUND: A Deed of Trust and Assignment of Rents was executed by the former BANNING REDEVELOPMENT AGENCY ("Former RDA") and recorded on August 27, 2008, as Instrument No. 2008-0472941 (Attachment 3) in the Official Records of Riverside County, California ("Deed of Trust") by such Deed of Trust, purchased that certain real property at Riverside County Assessor's Parcel Number (541-141-013), addressed as 128 N. San Gorgonio Avenue, Banning California 92220.

The Deed of Trust allows for repayment of the full mortgage amount for the Former RDA's purchase of the Site at any time.

According to the Secured Promissory Note payable to Paula Rae Glick dated June 25, 2008 (Attachment 4) The principal sum of Two-Hundred Thousand Dollars and No Cents ($200,000) plus accrued interest thereon shall be paid once annually for a period of

($200,000) plus accrued interest thereon shall be paid once annually for a period of Fifteen (15) years due and payable on the 31st of January, or until said principal and interest have been paid in full.

On October 1, 2015 Mr. Jolen Hill successor Trustee of the Paula Rae Glick Trust, requested an early payoff of the note for the property of 128 N. San Gorgonio Avenue Banning, California APN (541-141-013). Presently, Mr. Hill is the alternate successor Trustee named in the Certificate of Trust dated November 29, 2008 (Attachment 5).

Amount outstanding as of this December 08, 2015, is One-Hundred Thirty-Three Thousand Seven Hundred Fifty-Five Dollars and Forty-Two Cents ($133,755.42) amortized at 6.5% thru February 28, 2016.

If approved by the SA, the next task would be approval by the OB and then DOF.

The attached resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines. The attached resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines

FISCAL DATA:

Staff reeommends appropriating One-Hundred Thirty-Three Thousand Seven Hundred Fifty-Five Dollars and Forty-Two Cents ($133,755.42) from the 2007 Tax Allocation Bond Proceeds, Fund Account No. 855-9500-490.56-83 for the early repayment of this property.

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

APPROVED BY:

Michael Rock
City Manager

Attachments:

1. Resolution No. 2015-06 SA
2. Loan Amortization Schedule
3. Deed of Trust Doc. # 2008-0472941
4. Secured Promissory Note
5. Request for early mortgage payoff by Trustee

ATTACHMENT 1

(Resolution No. 2015-06 SA)

RESOLUTION NO. 2015-06 SA

A RESOLUTION OF THE CITY OF BANNING ACTING IN ITS CAPACITY AS SUCCESSOR AGENCY TO THE COMMUNTY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE EARLY REPAYMENT OF THE AGENCY'S MORTGAGE ON THE PROPERTY LOCATED AT 128 N. SAN GORGONIO AVENUE, BANNING CALIFORNIA APN 541-141-013.

WHEREAS, pursuant to California Health and Safety Code §34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the California Health and Safety Code, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, the Oversight Board for the Successor Agency has been established pursuant to California Health and Safety Code §34719 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, A Deed of Trust and Assignments of Rents was executed by the Former BANNING REDEVELOPMENT AGENCY ("Former RDA") and recorded on August 27, 2008, as Instrument No. 2008-047291 in the Official Records of Riverside County, California ("Deed of Trust") by such Deed of Trust, purchased that certain real property at Riverside County Assessor's Parcel Number (541-141-013), addressed as 128 N. San Gorgonio Avenue, Banning California 92220; and

WHEREAS, The Deed of Trust allows for repayment of the full mortgage amount for former RDA's purchase of the Site at any time; and

WHEREAS, According to the Secured Promissory Note Payable to Paula Rae Glick dated June 25, 2008, the principal sum of Two-Hundred Thousand Dollars and No Cents ($200,000) plus accrued interest there on shall be paid once annually for a period of Fifteen (15) years due and payable on the 31st of January, or until said principal and interest have been paid in full.

WHEREAS, On October 1, 2015 Mr. Jolen Hill successor Trustee of the Paula Rae Glick Trust, requested an early payoff of the note for the property of 128 N. San Gorgonio Avenue Banning, California APN (541-141-013). Presently, Mr. Hill is the alternate successor Trustee named in the Certificate of Trust dated November 29, 2008.

WHEREAS, Amount outstanding thru February 28, 2016, is One-Hundred Thirty-Three Thousand Seven Hundred Fifty-Five Dollars and Forty-Two Cents ($133,755.42) amortized at 6.5%.

NOW THEREFORE, the Successor Agency resolves as follows:

SECTION 1. The Successor Agency board hereby approves repayment of the Deed of Trust in full thru February 28, 2016 in the amount of One-Hundred Thirty Three-Thousand Seven Hundred Fifty-Five Dollars and Forty-Two Cents ($133,755.42).

SECTION 2. The Successor Agency Board hereby authorizes Agency staff and the Agency Attorneys' Office to process and complete to execution and recordation all instruments and deeds of reconveyance needed to complete payment of all monies due on the Site pursuant to the Deed of Trust, and to release the Deed of Trust from the Site.

PASSED, APPROVED AND ADOPTED this 8th day of December 2015.

Deborah Franklin, Chairperson
Successor Agency of the City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Lona N. Laymon
Aleshire & Wynder, LLP
City Attorney
City of Banning, California

ATTEST:

Marie A. Calderon, City Clerk
City of Banning, California

CERTIFICATION:

I, Marie A. Calderon, Secretary for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2015-06 SA, was duly adopted by the Successor Agency at a joint meeting thereof held on the 8th day of December 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, Secretary
Successor Agency
City of Banning, California

ATTACHMENT 2

(Loan Amortization Schedule)

Note Payable to Paula Glick
LOAN AMORTIZATION SCHEDULE
Loan Amortized at 6.5%

			830-9300-490.		
Date	Payment Number	Payment Amount	61-15 Principal	62-15 Interest	Principal Balance
Opening Balance					200,000.00
1/31/2009	1	20,530.76	14,938.98	5,591.78	185,061.02
1/31/2010	2	20,530.76	8,501.79	12,028.97	176,559.23
1/31/2011	3	20,530.76	9,054.41	11,476.35	167,504.82
1/31/2012	4	20,530.76	9,642.95	10,887.81	157,861.87
1/31/2013	5	20,530.76	10,269.74	10,261.02	147,592.13
1/31/2014	6	20,530.76	10,937.27	9,593.49	136,654.86
1/31/2015	7	20,530.76	11,648.19	8,882.57	125,006.67
2/28/2016	8	133,755.42	125,006.67	8,748.75	(0.00)
GRAND TOTAL		277,470.74	200,000.00	77,470.74	

ATTACHMENT 3

(Deed of Trust Doc. #2008-0472941)

DOC # 2008-0472941
08/27/2008 08:00A Fee:35.00
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Deed of Trust

Recording Requested By
CHICAGO TITLE COMPANY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

Community Redevelopment Agency of the
City of Banning
Attn: Executive Director
99 East Ramsey Street
Banning, California 92220

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DEED OF TRUST AND ASSIGNMENT OF RENTS

This DEED OF TRUST AND ASSIGNMENT OF RENTS, made as of JUNE 25, 2008 between the Community Redevelopment Agency of the City of Banning, a public body, corporate and politic, herein called TRUSTOR, whose mailing address is 99 East Ramsey Street, Banning, California 92220; CHICAGO TITLE COMPANY, herein called TRUSTEE, and PAULA RAE GLICK, herein called BENEFICIARY.

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that Real Property in the City of Banning, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO
(hereinafter referred to as "Real Property")

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing repayment of the sum of Two Hundred Thousand Dollars and no cents ($200,000.00), plus interest thereon as may accrue, according to the terms of that Agreement entered into by and between Trustor and Beneficiary dated 6/25, 2008 (hereinafter referred to as the "Agreement") and as reflected in the Promissory Note (hereinafter referred to as "Promissory Note") executed by Trustor and dated 6/25, 2008.

Trustor acknowledges that this Deed of Trust secures not only the repayment of money and the obligations recited herein, but also the performance by the undersigned of certain covenants, promises, agreements, obligations and responsibilities created in Trustor under the Agreement and Promissory Note incorporated herein. Any default or breach by the undersigned of any covenant, promise, agreement or obligation of Trustor under any of said instruments secured hereby that is not timely cured as required in such instruments, shall allow Beneficiary to take all actions to which it is entitled, including but not limited to, the exercise of its right to declare the loan immediately due and payable and foreclose on the Real Property under this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said Real Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said Real Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said Real Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said Real Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary insurance satisfactory to Beneficiary pursuant to the Agreement. The amount collected under any insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said Real Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said Real Property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said Real Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

(5) To pay immediately and without demand all sums so expanded by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said Real Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him or her in the same manner and with the same effect as provided above in paragraph A(2) regarding disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

(3) That upon written request of Beneficiary stating that all sums secured hereby have been paid or forgiven, and upon surrender of this Deed of Trust and said Promissory Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Real Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(4) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of the Agreement and Promissory Note, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said Real Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Promissory Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said Real Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said Real Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Real Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amonnt allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(5) That Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and dnly acknowledged and recorded in the office of the recorder of the county or counties where said Real Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

(6) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees of the Promissory Note secured hereby, whether or not named as Beneficiary herein.

(7) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(8) That in the event of any Transfer (as defined below) of said Real Property, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, 'Transfer' means any sale, conveyance, lease, transfer or disposition of all or any part of said Real Property or any interest of Trustor therein, or the further hypothecation or encumbering of said Real Property or any part thereof, or the entry into any agreement to do any of the foregoing, without the prior written consent of Beneficiary

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

TRUSTOR

Community Redevelopment Agency of the City of Banning,

By: _____
Brian Nakamura, Executive Director

ATTEST:

_____
Marie Calderon
Secretary

APPROVED AS TO FORM

By: _____
Burke, Williams & Sorensen, LLP
Agency General Counsel

STATE OF California)
COUNTY OF Riverside) SS.

On August 21, 2008
Daniele S. Savard, Notary Public,
personally appeared
Brian S. Nakamura,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Daniele S. Savard
Signature of Notary

DANIELE S. SAVARD
Commission # 1692939
Notary Public - California
San Bernardino County
My Comm. Expires Dec 24, 2009

STATE OF _____)
COUNTY OF _____) SS.

On _____
personally appeared _____ before me,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

NOTARY2 – 12/03/07 AA

SPL INC.

Government Code 27361.7

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

Banning California
Stagecoach town USA
Established in 1912

Place of Execution : Riverside

SPL, Inc. as agent

Signature

Date: 8.27.08

Revised 9/6/06 R.1
DR 012 Penalt Pe R1

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ATTACHMENT 4

(Secured Promissory Note)

SECURED PROMISSORY NOTE

On or about August 27, 2008, the Community Redevelopment Agency of the City of Banning, as Purchaser, and Paula Rae Glick, as Seller, entered into that certain Purchase and Sale Agreement (the "Agreement") pursuant to which Purchaser acquired that certain Real Property of Seller as described and defined in the said Agreement. This Secured Promissory Note (this "Note") is a material part of the purchase money consideration delivered to Seller from Purchaser at the closing under the Agreement.

NOW, THEREFORE, FOR VALUE RECEIVED, the undersigned ("Obligor") hereby promises to pay to the order of Paula Rae Glick, or order ("Holder"), at such place as Holder may designate from time to time, in lawful money of the United States of America, the principal sum of Two Hundred Thousand Dollars and No Cents ($200,000.00), in accordance with the terms of this Note as follows:

1. Deed of Trust. Obligor's obligations under this Note are secured by a deed of trust (the "**Deed of Trust**") which encumbers certain real Real Property located in the County of Riverside, California, as described in the legal description attached hereto as **Exhibit "A"** (the "**Security Real Property**"). The date of recording of the Deed of Trust is the "**Recording Date**".

2. Interest. Interest on the unpaid principal amount of this Note from time to time outstanding shall accrue and be computed at a rate equal to six and one-half percent (6.5%) per annum, commencing upon the Recording Date and continuing until all principal is paid in full.

3. Principal and Interest Payments. The principal sum of Two Hundred Thousand Dollars and No Cents ($200,000.00) plus accrued interest thereon shall be due and payable as follows:

One payment annually for a period of 15 years, due and payable on the 31st of January, in the amount of Twenty-Two Thousand Two Hundred Forty-Eight Dollars and Thirty Cents ($22,248.30), or until said principal and interest have been paid in full.

4. Transfer of Real Property/Default/Acceleration. This Note shall become due and payable at the option of Holder, and Holder shall become entitled to exercise its rights under the Deed of Trust, or any other instrument securing Obligor's obligations under this Note, upon (i) the sale, conveyance, transfer or alienation of the Security Real Property, or any interest therein, voluntarily or involuntarily, other than as expressly permitted under the terms of this Note; or (ii) upon the occurrence at any time of any of the following (each, an "**Event of Default**"):

a. Payment/Performance. Failure to pay when due any payment of principal or interest due hereunder, or failure to perform or observe any other obligation or covenant under

a. Payment/Performance. Failure to pay when due any payment of principal or interest due hereunder, or failure to perform or observe any other obligation or covenant under this Note, the Deed of Trust or any other instrument evidencing or securing Obligor's obligations under this Note; provided, however, that except with respect to a failure to maintain any requisite insurance, Holder shall have first given Obligor notice of the failure to pay or other default pursuant to the terms of this Note and ten (10) business days opportunity to cure.

b. Voluntary Bankruptcy. The making of an assignment for the benefit of creditors by any party liable for the payment of this Note, or the voluntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of any such party's Real Property or the filing by any such party of a petition in bankruptcy or other similar proceeding under any law for relief of debtors.

c. Involuntary Bankruptcy. The filing against any party liable for the payment of this Note of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of the Real Property of any such party, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof.

5. Default; Collection Costs. From and after the occurrence of any Event of Default and until such default has been cured, all outstanding amounts under this Note shall bear interest at the rate of ten percent (10%) per annum (the "**Default Rate**"). Obligor promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by Holder and arising out of or related to the collection of any amounts due hereunder or the enforcement of any rights provided for herein or in the Deed of Trust. Such costs and expenses shall include, without limitation, all costs, attorneys' fees and expenses incurred by Holder in connection with any insolvency, bankruptcy, reorganization, or other similar proceedings involving Obligor which in any way affect the exercise by Holder of its rights and remedies under this Note, the Deed of Trust or any instrument securing this Note.

6. Non-Recourse. Notwithstanding any term or provision of this Note to the contrary, Obligor assumes no personal liability for payment of this Note, for any default under the Deed of Trust, or for the payment of any deficiency established after judicial foreclosure or after a Trustee's sale under the Deed of Trust. By accepting this Note, Holder waives any personal liability of Obligor and agrees to look solely to the security of the Deed of Trust, if any, for payment of this Note. In the event of any default by Obligor under the terms of this Note or the Deed of Trust, the sole recourse of Holder for any and all such defaults shall be by judicial foreclosure or by the exercise of Trustee's power of sale.

7. Right to Transfer the Security Real Property Without Principal Payment. Notwithstanding any provision of this Note or the Deed of Trust to the contrary, upon written notice to Holder and provided Obligor is not then in default of its obligations under this Note, Obligor shall have the right, at any time and from time to time, to transfer and convey the Security Real Property to any entity legally existing that is controlled by or under common

control with Obligor, and such conveyance shall not result in breach or acceleration of the Note or Deed of Trust or otherwise require payment or partial payment of the outstanding principal balance of the Note (unless otherwise due).

8. Waivers.

a. By Obligor. Presentment, demand, protest, and all notices of every kind (including notices of protest, dishonor and nonpayment of this Note) are hereby waived by Obligor. To the extent permitted by applicable law, the defense of any statute of limitations is hereby waived by Obligor.

b. By Holder. Nothing contained herein shall prevent Holder from waiving, in writing, in any certain instance or on any particular occasion, any right or remedy hereunder (including, but not limited to, the operation of the acceleration clauses above). Consent to one (1) such transaction shall not be deemed to be a consent or waiver to any future transaction. No such waiver shall constitute a further or continuing waiver of such right or remedy as to any preceding or succeeding breach hereunder. No single or partial exercise of any right hereunder or under any instrument securing or guaranteeing this Note shall preclude any other or further exercise thereof or the exercise of any other right. Holder shall at all times have the right to proceed against any security for this Note in such order and in such manner as Holder may deem fit, without waiving any rights with respect to any other security. No delay or omission on the part of Holder in exercising any right hereunder or under any other instrument shall operate as a waiver of such right or of any other right under this Note. No acceptance by Holder of any payment due hereunder which is less than the full amount then due and owing shall operate as a waiver of the same or any other right or option, except as and to the extent provided by law. The release of any party liable on this Note shall not operate to release any other party liable hereon. All rights and remedies of Holder hereunder and under any documents guaranteeing or securing this Note are cumulative.

9. Severability. If any portion of this Note is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Note, and the remaining parts shall remain in full force as though such invalid or unenforceable provision had not been a part of this Note.

10. Notices. Any notice, request, demand, waiver, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended, as follows:

If to Holder: Paula Rae Glick
1233 Elm Avenue
Beaumont, California 92223
Facsimile transmission may be made to: (951) 769-1920

If to Obligor:	Community Redevelopment Agency of the City of Banning 99 East Ramsey Street Banning, California 92220 Attn: Executive Director Facsimile transmission may be made to: (951) 922-3174
With a Copy To:	Burke, Williams & Sorensen, LLP 2280 Market Street, Suite 300 Riverside, California 92501 Attn: General Counsel for the Community Redevelopment Agency of the City of Banning Facsimile transmission may be made to: (951) 788-5785

Either party may by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as stated above, the same shall be deemed delivered and received two (2) days after mailing as provided above.

11. Insurance. During the term of this Note and until all obligations under this Note are satisfied, Obligor shall maintain self-insurance, or in the alternative shall obtain a policy of general liability insurance, which shall provide limits of not less than One Million Dollars ($1,000,000) per occurrence for personal injury and/or Real Property damage, which policy shall name Holder as additionally insured, and Obligor shall provide Holder with a current certificate evidencing same.

12. Performance of Acts on Business Days. If the date for payment of any amount hereunto falls on a Saturday, Sunday or state or federal holiday, such payment may be made on the next succeeding business day.

13. Miscellaneous. "Holder" and "Obligor," as used herein, shall include the heirs, executors or administrators, or successors or assigns, of those parties. This Note is the joint work product of the parties. This Note shall be governed by and construed in accordance with the laws of the State of California.

14. Counterparts. This Note may be executed in counterparts, each of which shall be deemed as original regardless of the date of execution or delivery, and together shall constitute one and the same document.

IN WITNESS WHEREOF, Obligor and Holder have executed this Note as of the date subscribed below.

Dated: _____

"OBLIGOR"

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING,

By: _____
Brian Nakamura, Executive Director

ATTEST:

_____
Marie Calderon
Secretary

APPROVED AS TO FORM

By: _____
Burke, Williams & Sorensen, LLP
Agency General Counsel

Dated: _____

"HOLDER"

PAULA RAE GLICK,
An individual

By: _____
Paula Rae Glick

ATTACHMENT 5

(Request for early mortgage payoff by Trustee)

OCT 0 1 2015

10/1/15

City of Banning,

The members of the Paula Rae Glick trust are requesting an early payoff of the note for the property of 128 North San Gorgonio Ave.

Thank you,

Jolen Hill
Executer

LAW OFFICE OF
Nancy Noel

Specializing in
Estate Planning, Trust, and Probate Law

NANCY NOEL
COLLEEN ROSENBERG
RONALD R. EASTON

Attorneys at Law

CERTIFICATE OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desires to confirm the establishment of a revocable living trust named THE PAULA RAE GLICK LIVING TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original Trustee or her successors.

CREATION OF TRUST

The Trust was created on October 30, 2002, as amended and restated concurrently herewith, by a Trust Agreement executed by the undersigned as Trustor and Trustee, for the benefit of the undersigned during her lifetime and thereafter for the benefit of other successor beneficiaries in interest.

NAME OF TRUST

The name of the Trust is THE PAULA RAE GLICK LIVING TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: PAULA RAE GLICK, as Trustee of THE PAULA RAE GLICK LIVING TRUST, U/A dated October 30, 2002, as Restated ~~September~~ November 27, 2008.

PG

TRUSTEE

The currently acting Trustee of the Trust is PAULA RAE GLICK. If she should cease to act as the Trustee for any reason, she shall be succeeded by JAMES W. HILL as the successor Trustee. If said successor Trustee fails to qualify or ceases to act, JOLEN TWAIN HILL shall act as alternate successor Trustee.

REVOCABILITY OF TRUST

The Trust is revocable. The person holding the power to revoke or amend the Trust is PAULA RAE GLICK.

44-694 Monterey Avenue • Palm Desert, California 92260
Phone (760) 346-8817 • Fax (760) 773-9593
TrustAtty@NNoelLaw.com

TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of the Trustor as its Taxpayer Identification Number.

TRUSTEE AUTHORITY

(1) A Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.

(2) The Trustor intends for the Trustee to be treated as she would regarding the use and disclosure of her individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and the California Confidentiality of Medical Information Act ("CMIA"), California Civil Code §56. The Trustor authorizes any physician, healthcare professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health provider, any insurance company and medical information bureau or other health care clearinghouse that has provided treatment or services or that has paid for or is seeking payment from the Trustor for such services to give, disclose, and release, either orally or in writing, to the Trustee or Trustees, without restriction, all of Trustor's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition.

The authority given to the Trustee shall supersede any prior agreement that the Trustor has made with her health care providers to restrict access to or disclosure of the Trustor's individually identifiable health information. The authority given to the Trustee has no expiration date and shall expire only in the event that the Trustor revokes the authority in writing and delivers such revocation to her health care providers.

(3) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.

(4) The certificate of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of this Agreement shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certificate, including a further enumeration of the Trustee's powers.

TRUSTEE'S POWERS

The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual

might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all of the powers authorized by §§16220, et. seq., of the California Probate Code (as though such powers were set forth herein).

ADMINISTRATIVE PROVISIONS

(1) The Trust shall be administered according to the laws of the State of California relating to inter-vivos trusts, except as shall be specifically modified therein.

(2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect.

(3) This Certificate of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.

(4) This Certificate of Trust has been signed by the currently acting sole Trustee of the Trust.

(5) This Certificate of Trust is intended to comply with the provisions of §18100.5 of the California Probate Code.

(6) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate of Trust and any person who is in possession of a photocopy of this executed Certificate may, in good faith, rely upon the information it contains and shall not be liable to the Trustor, any Trustee or beneficiary for reliance upon the information herein contained.

(7) No person shall have received notice of any event upon which the use of this Certificate of Trust depends unless said notice is in writing and until the notice is delivered to said person.

IN WITNESS WHEREOF, the undersigned declares under penalty of perjury that the foregoing is true and correct and that she has executed this Certificate of Trust on ~~September~~ November 29, 2008, in Riverside County, California.

Paula Rae Glick

PAULA RAE GLICK,
Trustor-Trustee

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On ~~September~~ 29, 2008, before me, E Y DARBY, a Notary Public, personally appeared PAULA RAE GLICK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my ~~hand and official~~ seal. [SEAL]

Signature of Notary Public

E. Y. DARBY
COMM. #1762193
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
COMM. EXPIRES SEPT. 2, 2011

DECLARATION OF TRUST

I, PAULA RAE GLICK, hereby declare that all assets of every kind and description and wheresoever situated which I presently own (regardless of the means by which acquired and/or the record title in which held; including, by way of illustration and not limitation, all real property, investments, bank accounts, etc.), other than any Individual Retirement Accounts or other type of plan which is tax deferred under the Internal Revenue Code of 1986, are transferred to and the same shall be owned by:

THE PAULA RAE GLICK LIVING TRUST,

being a revocable living trust, which exists under a certain trust agreement created by me on October 30, 2002, as amended and restated concurrently herewith.

The foregoing declaration and transfer shall apply even though "record" ownership or title, in some instances, may, presently or in the future, be registered in my respective individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed. This declaration may be terminated by me by written notice to the Trustee of the above-mentioned trust.

Executed on ~~September~~ November 29, 2008, in Riverside County, California.

PAULA RAE GLICK

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On ~~September~~ November 29, 2008, before me, E Y DARBY, a Notary Public, personally appeared PAULA RAE GLICK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Signature of Notary Public

E. Y. DARBY
COMM. #1762193
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
COMM. EXPIRES SEPT. 2, 2011

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JOINT MEETING
CITY COUNCIL AND HOUSING AUTHORITY
REPORT

DATE: December 8, 2015

TO: City Council and Housing Authority

FROM: Brian Guillot, Acting Community Development Director

SUBJECT: Adoption of City Council Resolution No. 2015-103 and Housing Authority Resolution No. 2015-01 HA to continue to participate in the Riverside County Mortgage Credit Certificate ("MCC") Program.

RECOMMENDATION:
That the City Council and Housing Authority take each action separately as follows:

1. That the City Council approve Resolution No. 2015-103 allowing the City to participate in the Riverside County Mortgage Credit Certificate ("MCC") Program for mortgage loans available to first time home buyers in Banning (Attachment 1).

2. That the Banning Housing Authority approve Resolution No. 2015-01 HA allowing the City to participate in the Riverside County Mortgage Credit Certificate ("MCC") Program for mortgage loans available to first time home buyers in Banning (Attachment 2).

JUSTIFICATION:
The Tax Reform Act of 1986 established the Mortgage Credit Certificate ("MCC Program") as means of assisting qualified individuals with the acquisition of new and existing single family housing. The County of Riverside is the lead agency in the MCC Program and the County Board of Supervisors has authorized the County Economic Development Agency ("EDA") to apply to the California Debt Limit Allocation Committee ("CDLAC") for an allocation of Mortgage Credit Certificate ("MCC"). Local agencies such as the City of Banning may participate in the program by adopting a resolution and submitting it to the County Economic Development Agency ("EDA"). EDA will apply for the new MCC allocation of funds and submit the CDLAC application in January 2016.

The MCC program would benefit the residents of Banning since the City no longer has the funds to implement the first time homebuyers program due to the elimination of the redevelopment agency by the State.

BACKGROUND:
A Mortgage Credit Certificate ("MCC") entitles qualified home buyers to reduce the amount of their federal income tax liability for an amount equal to 20% of the mortgage interest paid during the year on their primary mortgage loan. Attachment 4 provides details about the County program and the advantages to the home buyer.

FISCAL IMPACT:
The additional costs beyond staff time for advertising the program in the Record Gazette twice a year is anticipated to be $300.00. Budget is available in the Community Development Department budget.

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

REVIEWD BY:

Michael Rock
City Manager

Attachments:

1. City Council Resolution No. 2015-103
2. Banning Housing Authority Resolution No. 2015-01 HA
3. Attachment K Housing Element Certification Form
4. Riverside County Economic Development Agency Mortgage Credit Certificate ("MCC") Program

Attachment 1
City Council Resolution No. 2015-103

RESOLUTION NO. 2015-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA PARTICIPATING WITH THE COUNTY OF RIVERSIDE CREDIT CERTIFICATE (MCC) PROGRAM

WHEREAS, the Tax Reform Act of 1986 established the Mortgage Credit Certificate ("MCC") Program as means of assisting qualified individuals with the acquisition of new and existing single-family homes; and

WHEREAS, pursuant to Division 31, Part 2, Chapter 3.5, Article 3.4 of the California Health and Safety Code Section 50197 et seq, local issuers are authorized to issue Mortgage Credit Certificates and administer the MCC Program; and

WHEREAS, the Board of Supervisors of the County of Riverside adopted Resolution No. 87-564 on December 22, 1987 establishing a MCC Program; and

WHEREAS, the Board of Supervisors of the County of Riverside has authorized the Riverside County Economic Development Agency ("EDA") to administer the MCC Program pursuant to the applicable federal, state, and local policies and procedures, and to enter into those agreements necessary for efficient administration of the MCC Program; and

WHEREAS, the County of Riverside ("County") will be applying to the California Debt Limit Allocation Committee ("CDLAC") for a mortgage credit certificate allocation in March 16, 2016 or thereabouts; and

WHEREAS, the City of Banning ("City") wishes to participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County; and

WHEREAS, the adoption of this resolution is necessary to include the City of Banning as participating unit of general government under MCC Program; and

WHEREAS, the City agrees to cooperate with the County of Riverside to undertake the MCC program within City jurisdiction to assist persons or households of limited income to purchase new and existing single family residences located in the city; and

WHEREAS, the City by adopting this Resolution, hereby gives notice of its election to participate in the Riverside County MCC program.

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

The City of Banning agrees:

SECTION 1. To participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County; and

SECTION 2. To assist in the County of Riverside to market the MCC Program within the city's jurisdictional boundary by publishing a general public notice in the local newspaper at least twice a year.

PASSED, APPROVED, AND ADOPTED this 8th day of December 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Lona N. Laymon, City Attorney
Aleshire & Wynder, LLP

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Attachment 2
Banning Housing Authority Resolution No. 2015-01 HA

RESOLUTION NO. 2015-01 HA

A RESOLUTION OF THE CITY OF BANNING HOUSING AUTHORITY, CALIFORNIA PARTICIPATING WITH THE COUNTY OF RIVERSIDE CREDIT CERTIFICATE (MCC) PROGRAM

WHEREAS, the Tax Reform Act of 1986 established the Mortgage Credit Certificate ("MCC") Program as means of assisting qualified individuals with the acquisition of new and existing single-family homes; and

WHEREAS, pursuant to Division 31, Part 2, Chapter 3.5, Article 3.4 of the California Health and Safety Code Section 50197 et seq, local issuers are authorized to issue Mortgage Credit Certificates and administer the MCC Program; and

WHEREAS, the Board of Supervisors of the County of Riverside adopted Resolution No. 87-564 on December 22, 1987 establishing a MCC Program; and

WHEREAS, the Board of Supervisors of the County of Riverside has authorized the Riverside County Economic Development Agency ("EDA") to administer the MCC Program pursuant to the applicable federal, state, and local policies and procedures, and to enter into those agreements necessary for efficient administration of the MCC Program; and

WHEREAS, the County of Riverside ("County") will be applying to the California Debt Limit Allocation Committee ("CDLAC") for a mortgage credit certificate allocation in March 16, 2016 or thereabouts; and

WHEREAS, the City of Banning ("City") wishes to participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County; and

WHEREAS, the adoption of this resolution is necessary to include the City of Banning as participating unit of general government under MCC Program; and

WHEREAS, the City agrees to cooperate with the County of Riverside to undertake the MCC program within City jurisdiction to assist persons or households of limited income to purchase new and existing single family residences located in the city; and

WHEREAS, the City by adopting this Resolution, hereby gives notice of its election to participate in the Riverside County MCC program.

NOW, THEREFORE BE IT RESOLVED, BY THE City of Banning Housing Authority as follows:

The City of Banning agrees:

SECTION 1. To participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County; and

SECTION 2. To assist in the County of Riverside to market the MCC Program within the city's jurisdictional boundary by publishing a general public notice in the local newspaper at least twice a year.

PASSED, APPROVED, AND ADOPTED this 8th day of December 2015.

Don Peterson, Chairperson
City of Banning Housing Authority

ATTEST:

Marie Calderon, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Lona N. Laymon, City Attorney
Aleshire & Wynder, LLP

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Attachment 3
ATTACHMENT K
Housing Element Certification Form

ATTACHMENT K

HOUSING ELEMENT CERTIFICATION FORM FOR APPLICATION FOR AN ALLOCATION OF QUALIFIED PRIVATE ACTIVITY BONDS FOR A SINGLE FAMILY HOUSING MORTGAGE CREDIT CERTIFICATE PROGRAM

*Note: To be completed by **each** participating jurisdiction.*

Certification of the City of Banning **(Participating Jurisdiction)**
In connection with the following Qualified Private Activity Bond Application:

APPLICANT: County of Riverside Economic Development Agency
for a Mortgage Credit Certificate Program.

The undersigned officer of City of Banning (Participating Jurisdiction) hereby certifies as follows:

1. I, Don Peterson (Name), am the Chairperson (Title) of City of Banning (Participating Jurisdiction); which is a participating jurisdiction of the proposed Single Family Housing Mortgage Credit Certificate program.

2. The proposed Single Family Housing Program is consistent with the adopted housing element for City of Banning (Participating Jurisdiction) in which the proposed program will operate, pursuant to Section 5267 of the California Debt Limit Allocation Committee Regulations.

_____
Signature of Senior Official

Don Peterson
Print or Type Name

Chairperson
Title

_____
Date

Attachment 4
Riverside County Economic Development Agency
Mortgage Credit Certificate (MCC) Program

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

Overview

A Mortgage Credit Certificate (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability for an amount equal to 20% of the mortgage interest paid during the year on their primary mortgage loan. The advantages to the home buyer include:

- The home buyer's federal income tax liability is directly reduced by the amount of the tax credit;
- Home buyers can qualify more easily for their primary mortgage loan-lenders may factor in the tax credit when underwriting the loan application, which may allow the borrower to (i) qualify for a larger loan amount, or (ii) improve the borrower's qualifying debt ratios.

If the amount of the MCC exceeds the homebuyer's tax liability, the unused portion of the credit can be carried forward to the next three years or until used, whichever comes first.

Homebuyer Eligibility Criteria

There are three basic criteria for determining a home buyer's eligibility for the MCC tax credits:

1. The borrower must be a first time Home Buyer defined as a person who has not had an ownership interest in improved-upon residential real property for the previous three (3) years.*
2. The borrower's annual income must fall within the program income limits as follows:

    - Max Income Outside Target Area[1]
        - Household w/ 1-2 persons: $69,700
        - Household w/ 3+ persons: $80,155
    - Max Income Inside Target Area
        - Household w/ 1-2 persons: $83,640
        - Household w/ 3+ persons: $97,580

[1] Target Areas are census tracts designated by the Federal government to encourage investment.

3. The home being purchased must fall within the program purchase price limits as follows:

    - Max Home Purchase Price
        - Outside Target Area: $347,625
        - Inside Target Area: $424,875

*If the home is located in a Target Area census tract, then the first-time buyer requirement does not apply and the income and purchase price limits are higher. There are target area census tracts throughout Riverside County.

The residence purchased in conjunction with an MCC must be the borrower's principal residence and may not be used as a business, rental or vacation home. The home may be a new or re-sale, detached or attached single-family home, condominium unit, a co-op unit, or a manufactured home on a permanent foundation. The home must be located within the City limits of participating cities.

Mortgage Credit Certificate Application Process

The jurisdiction in which the home is located must be a participant in the County MCC program administered by the EDA. The application process is as follows:

1. Borrowers must apply for a MCC through a Participating Lender.
2. The Participating Lender will perform an initial qualification and assist the borrower in completing the MCC submission forms.
3. Buyer makes offer on home and goes into escrow.
4. The Lender then submits the MCC application to the County.
5. The County reviews Borrower and property qualifications and, if they meet the program guidelines, issues a letter of commitment to the Lender.
6. The Commitment Letter must be issued prior to the close of the loan.
7. The loan must close within 60 days of the commitment.
8. Upon loan closing, the Lender submits the MCC Closing Package to the County and the County issues the MCC, with the Lender and borrower each receiving a copy.
9. The borrower may then claim the tax credit on their Federal Income Tax Returns.
10. Borrowers can realize the tax credit annually as a tax refund or adjust their W-4 withholding allowances form to receive the benefit via an increased pay check.

The following table illustrates how an MCC may increase a borrower's "effective home buying power":

Effective Home Buying Power With and Without an MCC		
	Without MCC	With MCC
First Mortgage Amount	$300,000	$300,000
Mortgage Interest Rate	4%	4%
Monthly Mortgage (Principal & Interest Only)	$1,432	$1,432
MCC Rate	N/A	20%
Monthly Credit Amount	N/A	$200
"Effective" Monthly Mortgage Payment	$1,432	$1,232
Annual Income Needed *	$61,371	$52,800

* Annual Income Needed is based on monthly Principal and Interest (P&I) not exceeding 28% of monthly income.

SUCCESSOR AGENCY
REPORT OF OFFICERS

Date: December 8, 2015

To: Chairman and Board Members

From: Brian Guillot, Acting Community Development Director

Subject: **Resolution No. 2015-09 SA of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning approving the transfer of 128 N. San Gorgonio Avenue (APN 541-141-013) to the City of Banning and approving certain related actions**

RECOMMENDATION: That the Board of the Successor Agency to the Dissolved Community Redevelopment Agency adopts Resolution No. 2015-09 SA approving the transfer of 128 N. San Gorgonio Avenue (APN 541-141-013) real property to the City of Banning and approving certain related actions.

BACKGROUND: Pursuant to Health and Safety Code (the "HSC") § 34172(a)(1), the Redevelopment Agency of the City of Banning was dissolved February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Redevelopment Agency of the City of Banning (the "Successor Agency").

On April 26, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7. Subsequent to receiving an FOC, HSC § 34191.5 requires the Successor Agency to prepare a Long-Range Property Management Plan (the "LRPMP") to address the disposition and use of the real property assets held by the Successor Agency. Pursuant to HSC § 34191.5 (c), the Successor Agency prepared and filed with the DOF its Oversight Board-approved LRPMP.

In its January 28, 2015 letter, the DOF formally approved the Successor Agency's LRPMP and notified the Successor Agency that pursuant to HSC § 34191.3, the approved LRPMP shall govern, and supersede all other provisions of the HSC relating to, the disposition and use of all the real property assets of the former redevelopment agency. LRPMP includes 12 parcels of land grouped into 6 separate sites, two of which are designated for governmental use by the City, which may now be transferred to the City, at no cost, pursuant to the authority granted thereof in the approved LRPMP.

The designated governmental use site is located at 128 N. San Gorgonio Avenue (APN 541-141-013) (the "Site") is approximately 0.27 acres in size and is a portion of the City Hall Parking Lot site. Consistent with the authority provided by the approved LRPMP, the Successor Agency

proposes to transfer the Site to the City, at no cost, by quitclaim deed, which is Exhibit "A" to the attached resolution.

The attached resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines. The attached resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines.

FISCAL IMPACT: There are no direct fiscal impacts related to this action as the City will receive the Site from the Successor Agency at no cost.

Prepared By:

Brian Guillot
Acting Community Development Director

Approved By:

Michael Rock
City Manager

ATTACHMENT:

1. Resolution No. 2015-09 SA
2. Copy of Long Range Property Management Plan (included under a separate cover)
3. Location Map – 128 N. San Gorgonio

ATTACHMENT 1

Resolution No. 2015-09 SA

RESOLUTION NO. 2015-09 SA

A RESOLUTION OF THE SUCCESSORY AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING APPROVING THE TRANSFER OF 128 N. SAN GORGONIO AVENUE (APN 541-141-013) TO THE CITY OF BANNING AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, on April 26, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7; and

WHEREAS, subsequent to receiving an FOC, HSC § 34191.5 requires the Successor Agency to prepare a Long-Range Property Management Plan (the "LRPMP") to address the disposition and use of the real property assets held by the Successor Agency; and

WHEREAS, pursuant to HSC § 34191.5 (c), the Successor Agency prepared and filed with the DOF its Oversight Board-approved Long-Range Property Management Plan; and

WHEREAS, in its January 28, 2015 letter, the DOF formally approved the Successor Agency's LRPMP and notified the Successor Agency that pursuant to HSC § 34191.3, the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former community redevelopment agency; and

WHEREAS, the LRPMP includes 12 parcels of land grouped into six (6) separate sites, two (2) of which are designated for governmental use by the City, which may now be transferred to the City at no cost pursuant to the authority granted thereof in the approved LRPMP; and

WHEREAS, the designated governmental use site, located at 128 N. San Gorgonio Avenue (APN 541-141-013) (the "Site"), is approximately 0.27 acres in size and is the City Hall Parking Lot site; and

WHEREAS, consistent with the authority provided by the approved LRPMP, the Successor Agency proposes to transfer the Site to the City at no cost by quitclaim deed, attached hereto as Exhibit "A"; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF THE SUCCESSORY AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING APPROVING AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency's transfer of the Site to the City, at no cost, pursuant to the quitclaim deed attached hereto as Exhibit "A" is approved.

Section 3. The City Manager, in the capacity as Executive Director of the Successor Agency, is authorized and directed to execute the quitclaim deed attached hereto as Exhibit "A" on behalf of the Successor Agency.

Section 4. This Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines.

Section 5. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this ___ day of _____ 2015.

_____
Debbie Franklin, Chairperson

ATTEST

_____
Marie A. Calderon, Secretary

CERTIFICATION:

I, Marie A. Calderon, Secretary for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, do hereby certify that the foregoing Resolution No. 2015-09 SA was duly adopted by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, at a meeting thereof held on the ___ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marie A. Calderon Secretary

EXHIBIT "A"
(NOT FOR SIGNATURE)

EXHIBIT "A"
(NOT FOR SIGNATURE)

RECORDING REQUESTED BY:
Successor Agency to the Community Redevelopment Agency of the City of Banning

WHEN RECORDED MAIL TO:
City of Banning
99 E. Ramsey Street Banning, CA 92220

Attn: City Clerk

(Space Above Line For Use By Recorder)

APNs: 541-141-013

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DOCUMENTARY TRANSFER TAX $NONE

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Successor Agency to the Community Redevelopment Agency of the City of Banning, a public body, corporate and politic (the "Grantor") does hereby remise, release and quitclaim to the City of Banning, a public body, corporate and politic (the "Grantee"), any interest that Grantor may have in the real property in the City of Banning, County of Riverside, State of California, described in Attachment "A" attached hereto and incorporated herein by this reference.

SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF BANNING,
a public body, corporate and politic

Dated_____

By: _____NOT FOR SIGNATURE_____

Successor Agency to the
Community Redevelopment Agency
of the City of Banning

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

State of California } ss
County of Riverside }

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her authorized capacity, and by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official notarial seal)

Attachment "A"

LEGAL DESCRIPTION

APN: 541-141-013
Address: 128 N. San Gorgonio Avenue

City Hall Parking Lot Site

Parcel 1
Lot 7 in Block 2, as shown on Amended Map of the Banning Land Company, recorded in Map Book 9, page 44, records of Riverside County, State of California.

Parcel 2
The South 20.00 feet of Lot 8 in Block 2, as shown on Amended Map of the Banning Land Company, recorded in Map Book 9, page 44, records of Riverside County, State of California.

Parcel 3
The North 30.00 feet of Lot 8 in block 2, as shown on Amended Map of the Banning Land Company, recorded in Map Book 9, page 44, records of Riverside County, State of California.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written deed or grant dated _____ _____, 2015, from the Successor Agency to the Community Redevelopment Agency of the City of Banning to the City of Banning, is hereby accepted by the undersigned officer or agent on behalf of the City of Banning, pursuant to authority conferred by the City Council of the City of Banning on _____, 2015, pursuant to Resolution No. 2015 -___ , and as confirmed and approved by the Successor Agency to the Community Redevelopment Agency of the City of Banning on _____, 2015, pursuant to Resolution No. 2015 - _____ SA and the City of Banning consents to recordation thereof by its duly authorized officer.

By: NOT FOR SIGNATURE

City Manager
City of Banning

Provides for:
APN: 541-141-013
Address: 128 N. San Gorgonio Avenue

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

State of California } ss
County of Riverside }

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her authorized capacity, and by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official notarial seal)

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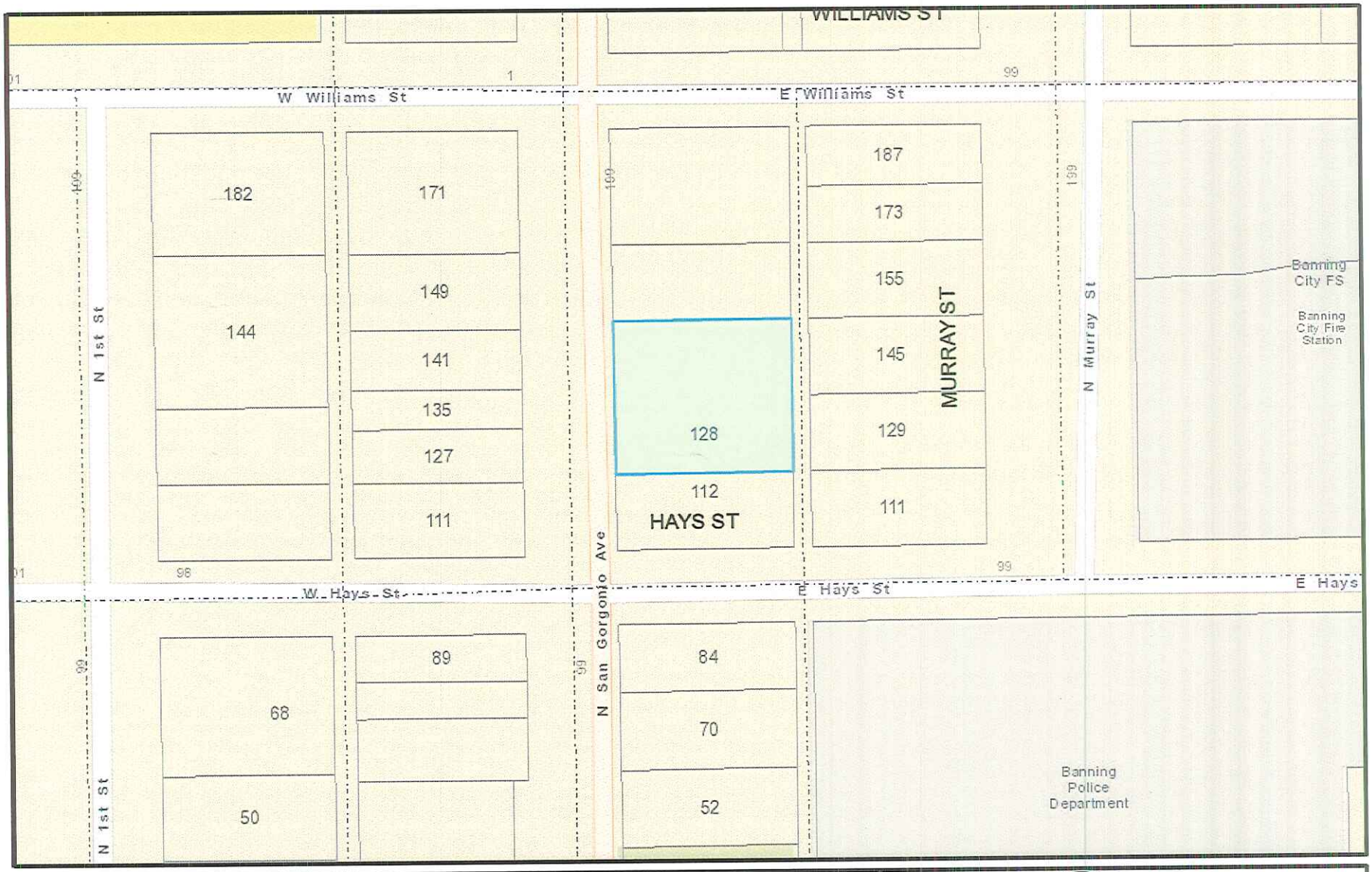
ATTACHMENT 2

Copy of Long Range Property Management Plan
(included under a separate cover)

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ATTACHMENT 3

Location Map – 128 N. San Gorgonio



1" = 94 ft	128 N. San Gorgonio	11/12/2015	N W E S	BANNING, CA Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.

CITY COUNCIL
REPORT OF OFFICERS

Date: December 8, 2015

To: Mayor and City Council

From: Brian Guillot, Acting Community Development Director

Subject: **Resolution No. 2015-104 approving the acceptance of the transfer of 128 N. San Gorgonio Avenue (APN 541-141-013) from the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning to the City of Banning and approving certain related actions**

RECOMMENDATION: That the City Council adopts Resolution No. 2015-104 approving the acceptance of the transfer of 128 N. San Gorgonio Avenue (APN 541-141-013) real property from the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning to the City of Banning and approving certain related actions.

BACKGROUND: Pursuant to Health and Safety Code (the "HSC") § 34172(a)(1), the Redevelopment Agency of the City of Banning was dissolved February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Redevelopment Agency to the City of Banning (the "Successor Agency").

On April 26, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7. Subsequent to receiving an FOC, HSC § 34191.5 requires the Successor Agency to prepare a Long-Range Property Management Plan (the "LRPMP") to address the disposition and use of the real property assets held by the Successor Agency. Pursuant to HSC § 34191.5 (c), the Successor Agency prepared and filed with the DOF its Oversight Board-approved LRPMP.

In its January 28, 2015 letter, the DOF formally approved the Successor Agency's LRPMP and notified the Successor Agency that pursuant to HSC § 34191.3, the approved LRPMP shall govern, and supersede all other provisions of the HSC relating to, the disposition and use of all the real property assets of the former redevelopment agency. The LRPMP includes 12 parcels of land grouped into 6 separate sites, 2 of which are designated for governmental use by the City, which may now be transferred to the City at no cost pursuant to the authority granted therefor in the approved LRPMP.

The designated governmental use site is located at 128 N. San Gorgonio Avenue (APN 541-141-013) (the "Site") is approximately 0.27 acres in size and is the City Hall Parking Lot site. Consistent with the authority provided by the approved LRPMP, the Successor Agency proposes

to transfer the Site to the City, at no cost, by quitclaim deed, which is Exhibit "A" to the attached resolution. The purpose of the attached resolution is to approve the acceptance of the Site from the Successor Agency and to authorize the Interim Administrative Services Director to execute the certificate of acceptance, included within Exhibit "A" to the attached resolution, which will permit the recordation of the quitclaim deed by the Office of the Recorder of the County of Riverside.

The attached resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines. The attached resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines.

FISCAL IMPACT: There are no direct fiscal impacts related to this action as the City will received the Site from the Successor Agency at no cost.

Prepared By:

Brian Guillot
Acting Community Development Director

Approved By:

Michael Rock
City Manager

ATTACHMENT:

1. Resolution No. 2015-104
2. Copy of Long Range Property Management Plan (included under a separate cover)
3. Location Map – 128 N. San Gorgonio

ATTACHMENT 1

Resolution No. 2015-104

RESOLUTION NO. 2015-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE TRANSFER OF 128 N. SAN GORGONIO AVENUE (APN 541-141-013) FROM THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TO THE CITY OF BANNING AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172(a)(1), the Community Redevelopment Agency of the City of Banning was dissolved February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Banning Community Redevelopment Agency (the "Successor Agency"); and

WHEREAS, on April 26, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7; and

WHEREAS, subsequent to receiving an FOC, HSC § 34191.5 requires the Successor Agency to prepare a Long-Range Property Management Plan (the "LRPMP") to address the disposition and use of the real property assets held by the Successor Agency; and

WHEREAS, pursuant to HSC § 34191.5 (c), the Successor Agency prepared and filed with the DOF its Oversight Board-approved LRPMP; and

WHEREAS, in its January 28, 2015 letter, the DOF formally approved the Successor Agency's LRPMP and notified the Successor Agency that pursuant to HSC § 34191.3, the approved LRPMP shall govern, and supersede all other provisions of the HSC relating to, the disposition and use of all the real property assets of the former redevelopment agency; and

WHEREAS, the LRPMP includes 12 parcels of land grouped into six (6) separate sites, two (2) of which are designated for governmental use by the City, which may now be transferred to the City at no cost pursuant to the authority granted thereof in the approved LRPMP; and

WHEREAS, the designated governmental use site, located at 128 N. San Gorgonio Avenue (APN 541-141-013 (the "Site"), is approximately 0.27 acres in size and is the City Hall Parking Lot site; and

WHEREAS, consistent with the authority provided by the approved LRPMP, the Successor Agency proposes to transfer the Site to the City at no cost by quitclaim deed, attached hereto as Exhibit "A"; and

WHEREAS, approval of this Resolution will accept the transfer of the Site from the Successor Agency and authorize the City Manager to execute the certificate of acceptance, included within Exhibit "A," which will permit the recordation of the quitclaim deed by the Office of the Recorder of the County of Riverside; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BANNING, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency's transfer of the Site to the City, at no cost, pursuant to the quitclaim deed attached hereto as Exhibit "A" is approved.

Section 3. The City Manager is authorized and directed to execute the certificate of acceptance included within the quitclaim deed attached hereto as Exhibit "A" and thereafter take the necessary actions to cause the quitclaim deed to be recorded by the Office of the Recorder of the County of Riverside.

Section 4. This Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines.

Section 5. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2015.

_____
Debbie Franklin, Mayor

ATTEST

_____
Marie A. Calderon, City Clerk

CERTIFICATION:

I, Marie A. Calderon, City of the City of Banning, do hereby certify that the foregoing Resolution No. 2015-104 was duly adopted by the City Council of the City of Banning, at a meeting thereof held on the ____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marie A. Calderon, City Clerk

EXHIBIT "A"
(NOT FOR SIGNATURE)

EXHIBIT "A"
(NOT FOR SIGNATURE)

RECORDING REQUESTED BY:
Successor Agency to the Community Redevelopment Agency of the City of Banning

WHEN RECORDED MAIL TO:
City of Banning
99 E. Ramsey Street Banning, CA 92220

Attn: City Clerk

(Space Above Line For Use By Recorder)

APNs: 541-141-013

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DOCUMENTARY TRANSFER TAX $NONE

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Successor Agency to the Community Redevelopment Agency of the City of Banning, a public body, corporate and politic (the "Grantor") does hereby remise, release and quitclaim to the City of Banning, a public body, corporate and politic (the "Grantee"), any interest that Grantor may have in the real property in the City of Banning, County of Riverside, State of California, described in Attachment "A" attached hereto and incorporated herein by this reference.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING, a public body, corporate and politic

Dated_____

By: _____NOT FOR SIGNATURE_____

Successor Agency to the Community Redevelopment Agency of the City of Banning

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

State of California } ss
County of Riverside }

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her authorized capacity, and by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official notarial seal)

Attachment "A"

LEGAL DESCRIPTION

APN: 541-141-013
Address: 128 N. San Gorgonio Avenue

City Hall Parking Lot Site

Parcel 1
Lot 7 in Block 2, as shown on Amended Map of the Banning Land Company, recorded in Map Book 9, page 44, records of Riverside County, State of California.

Parcel 2
The South 20.00 feet of Lot 8 in Block 2, as shown on Amended Map of the Banning Land Company, recorded in Map Book 9, page 44, records of Riverside County, State of California.

Parcel 3
The North 30.00 feet of Lot 8 in block 2, as shown on Amended Map of the Banning Land Company, recorded in Map Book 9, page 44, records of Riverside County, State of California.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written deed or grant dated _____ _____, 2015, from the Successor Agency to the Community Redevelopment Agency of the City of Banning to the City of Banning, is hereby accepted by the undersigned officer or agent on behalf of the City of Banning, pursuant to authority conferred by the City Council of the City of Banning on _____, 2015, pursuant to Resolution No. 2015 -___ , and as confirmed and approved by the Successor Agency to the Community Redevelopment Agency of the City of Banning on _____, 2015, pursuant to Resolution No. 2015 - _____ SA and the City of Banning consents to recordation thereof by its duly authorized officer.

By: NOT FOR SIGNATURE _____

City Manager
City of Banning

Provides for:
APN: 541-141-013
Address: 128 N. San Gorgonio Avenue

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

State of California } ss
County of Riverside }

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her authorized capacity, and by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official notarial seal)

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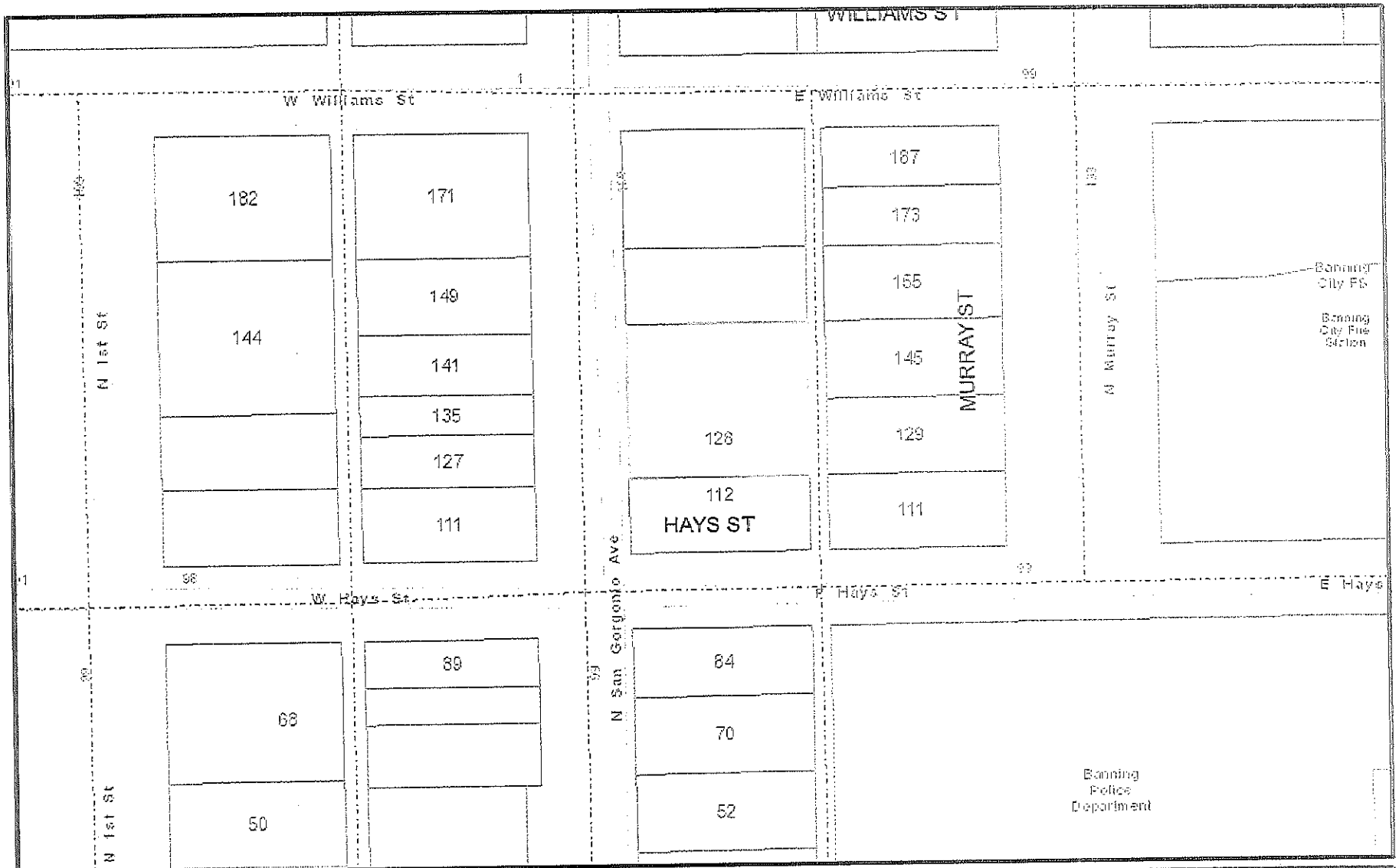
ATTACHMENT 2

Copy of Long Range Property Management Plan
(included under a separate cover)

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ATTACHMENT 3

Location Map – 128 N. San Gorgonio



1" = 94 ft	128 N. San Gorgonio	11/12/2015	N W E S	Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.

SUCCESSOR AGENCY
REPORT OF OFFICERS

Date: December 8, 2015

To: Chairman and Board Members

From: Brian Guillot, Acting Community Development Director

Subject: **Resolution No. 2015-10 SA of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning approving the transfer of 60 E. Ramsey Street (APN's 541-181-014, -021, -023) to the City of Banning and approving certain related actions**

RECOMMENDATION: That the Board of the Successor Agency to the Dissolved Redevelopment Agency adopts Resolution No. 2015-10 SA approving the transfer of 60 E. Ramsey Street (APN's 541-181-014, -021, -023) real property to the City of Banning and approving certain related actions.

BACKGROUND: Pursuant to Health and Safety Code (the "HSC") § 34172(a)(1), the Redevelopment Agency of the City of Banning was dissolved February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Redevelopment Agency to the City of Banning (the "Successor Agency").

On April 26, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7. Subsequent to receiving an FOC, HSC § 34191.5 requires the Successor Agency to prepare a Long-Range Property Management Plan (the "LRPMP") to address the disposition and use of the real property assets held by the Successor Agency. Pursuant to HSC § 34191.5 (c), the Successor Agency prepared and filed with the DOF its Oversight Board-approved LRPMP.

In its January 28, 2015 letter, the DOF formally approved the Successor Agency's LRPMP and notified the Successor Agency that pursuant to HSC § 34191.3, the approved LRPMP shall govern, and supersede all other provisions of the HSC relating to, the disposition and use of all the real property assets of the former redevelopment agency. The LRPMP includes 12 parcels of land grouped into 6 separate sites, 2 of which are designated for governmental use by the City, which may now be transferred to the City at no cost pursuant to the authority granted therefor in the approved LRPMP.

The designated governmental use site is located at 60 E. Ramsey Street (APNS 541-181-014, -021, -023) (the "Site") is approximately 0.41 acres in size and is the City Hall Annex site. Consistent with the authority provided by the approved LRPMP, the Successor Agency proposes

to transfer the Site to the City, at no cost, by quitclaim deed, which is Exhibit "A" to the attached resolution.

The attached resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines. The attached resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines.

FISCAL IMPACT: There are no direct fiscal impacts related to this action as the City will receive the Site from the Successor Agency at no cost.

Prepared By:

Brian Guillot
Acting Community Development Director

Approved By:

Michael Rock
City Manager

ATTACHMENT:

1. Resolution No. 2015-10 SA
2. Copy of Long Range Property Management Plan (included under a separate cover)
3. Location Map – 60 E. Ramsey

ATTACHMENT 1

Resolution No. 2015-10 SA

RESOLUTION NO. 2015-10 SA

RESOLUTION OF THE SUCCESSORY AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING APPROVING THE TRANSFER OF 60 E. RAMSEY STREET (APNS 541-181-014, -021, -023) TO THE CITY OF BANNING AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Community Redevelopment Agency of the City of Banning was dissolved February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, on April 26, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7; and

WHEREAS, subsequent to receiving an FOC, HSC § 34191.5 requires the Successor Agency to prepare a Long-Range Property Management Plan (the "LRPMP") to address the disposition and use of the real property assets held by the Successor Agency; and

WHEREAS, pursuant to HSC § 34191.5 (c), the Successor Agency prepared and filed with the DOF its Oversight Board-approved Long-Range Property Management Plan; and

WHEREAS, in its January 28, 2015 letter, the DOF formally approved the Successor Agency's LRPMP and notified the Successor Agency that pursuant to HSC § 34191.3, the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former community redevelopment agency; and

WHEREAS, the LRPMP includes 12 parcels of land grouped into six (6) separate sites, two (2) of which are designated for governmental use by the City, which may now be transferred to the City at no cost pursuant to the authority granted thereof in the approved LRPMP; and

WHEREAS, the designated governmental use site, located at 60 E. Ramsey Street (APNs 541-181-014, -021, -023) (the "Site"), is approximately 0.41 acres in size and is the City Hall Annex site; and

WHEREAS, consistent with the authority provided by the approved LRPMP, the Successor Agency proposes to transfer the Site to the City at no cost by quitclaim deed, attached hereto as Exhibit "A"; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF SUCCESSORY AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency's transfer of the Site to the City, at no cost, pursuant to the quitclaim deed attached hereto as Exhibit "A" is approved.

Section 3. The City Manager, in the capacity as Executive Director of the Successor Agency, is authorized and directed to execute the quitclaim deed attached hereto as Exhibit "A" on behalf of the Successor Agency.

Section 4. This Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines.

Section 5. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2015.

_____
Debbie Franklin, Chairperson

ATTEST

_____
Marie A. Calderon, Secretary

CERTIFICATION:

I, Marie A. Calderon, Secretary for the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, do hereby certify that the foregoing Resolution No. 2015-10 SA was duly adopted by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, at a meeting thereof held on the ___ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marie A. Calderon Secretary

EXHIBIT "A"
(NOT FOR SIGNATURE)

RECORDING REQUESTED BY:
Successor Agency to the Community Redevelopment Agency of the City of Banning

WHEN RECORDED MAIL TO:
City of Banning
99 E. Ramsey Street Banning, CA 92220

Attn: City Clerk

(Space Above Line For Use By Recorder)

APNs: 541-181-014
541-181-021
541-181-023

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DOCUMENTARY TRANSFER TAX $NONE

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Successor Agency to the Community Redevelopment Agency of the City of Banning, a public body, corporate and politic (the "Grantor") does hereby remise, release and quitclaim to the City of Banning, a public body, corporate and politic (the "Grantee"), any interest that Grantor may have in the real property in the City of Banning, County of Riverside, State of California, described in Attachment "A" attached hereto and incorporated herein by this reference.

SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF BANNING,
a public body, corporate and politic

Dated_____

By: _____

Successor Agency to the
Community Redevelopment Agency
of the City of Banning

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

State of California } ss
County of Riverside }

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her authorized capacity, and by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official notarial seal)

Attachment "A"

LEGAL DESCRIPTION

APNs: 541-181-014
541-181-021
541-181-023
Address: 60 E. Ramsey Street

City Hall Annex

APN 541-181-014
THE WEST 61.00 FEET OF LOT 32 IN BLOCK 29, AS SHOWN ON AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN MAP BOOK 9, PAGE 44, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

TOGETHER WITH THE NORTH HALF OF THE ADJACENT UNNAMED ALLEY VACATED BY RESOLUTION RECORDED SEPTEMBER 14, 1977 AS INSTRUMENT NO. 17984, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN 541-181-0121
LOT 28 AND THE EASTERLY 51.125 FEET OF LOT 29, ALL IN BLOCK 29, AS SHOWN ON AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN MAP BOOK 9, PAGE 44, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 28, DESCRIBED IN THE DEED RECORDED AS INSTRUMENT NO. 2004-0158934 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN 541-181-023
LOT 32 IN BLOCK 29, AS SHOWN ON AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN MAP BOOK 9, PAGE 44, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

TOGETHER WITH THE NORTH HALF OF THE ADJACENT UNNAMED ALLEY VACATED BY RESOLUTION RECORDED SEPTEMBER 14, 1977 AS INSTRUMENT NO. 17984, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM THE WEST 61.00 FEET OF SAID LOT 32.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written deed or grant dated _____ _____, 2015, from the Successor Agency to the Community Redevelopment Agency of the City of Banning to the City of Banning, is hereby accepted by the undersigned officer or agent on behalf of the City of Banning, pursuant to authority conferred by the City Council of the City of Banning on _____, 2015, pursuant to Resolution No. 2015 -___ , and as confirmed and approved by the Successor Agency to the Community Redevelopment Agency of the City of Banning on _____, 2015, pursuant to Resolution No. 2015 - _____ SA and the City of Banning consents to recordation thereof by its duly authorized officer.

By:_____
Dean Martin, Interim
City Manager
City of Banning

Provides for:
APNs: 541-181-014
541-181-021
541-181-023
Address: 60 E. Ramsey Street

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

State of California } ss
County of Riverside }

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her authorized capacity, and by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official notarial seal)

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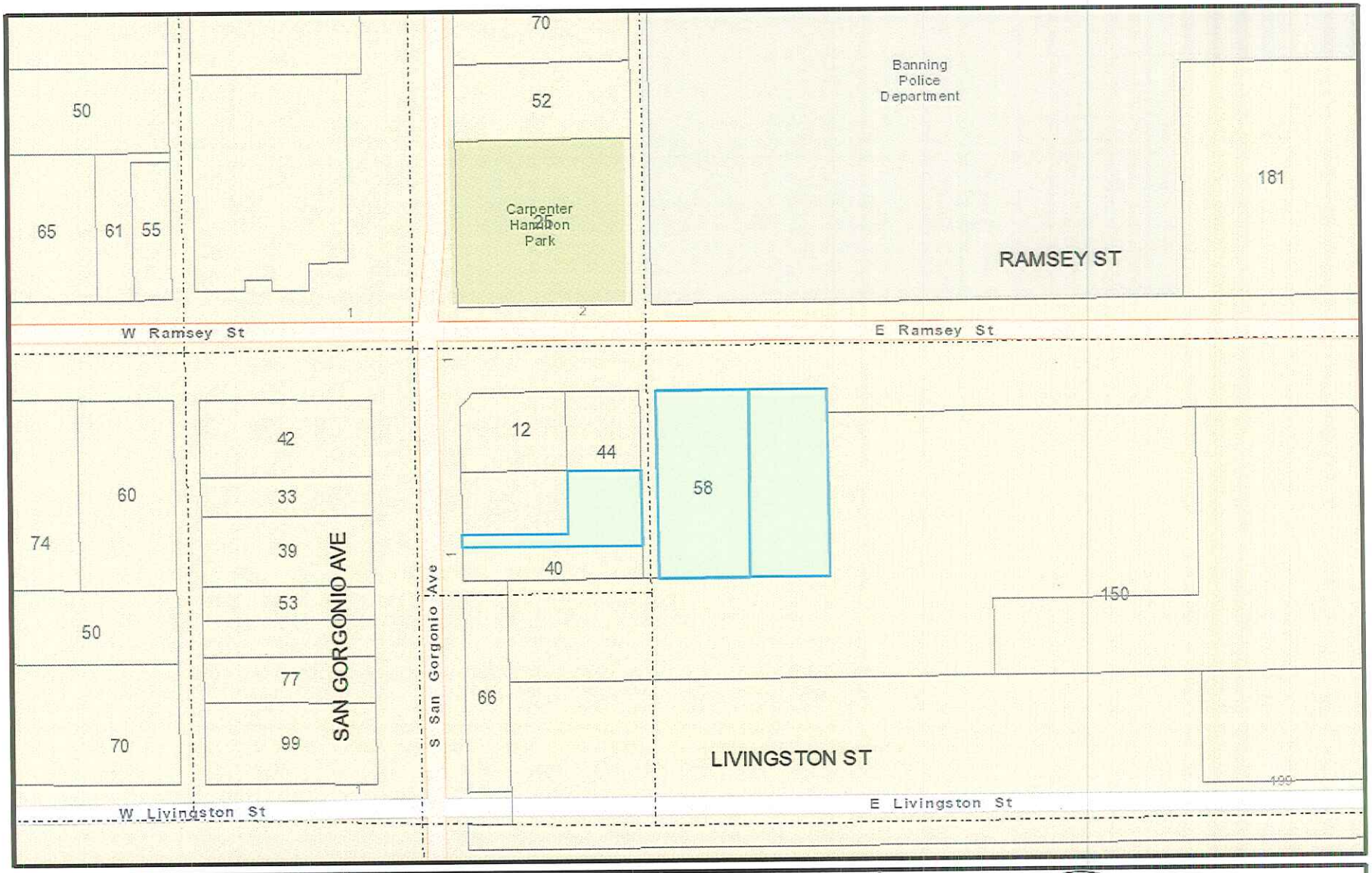
ATTACHMENT 2

Copy of Long Range Property Management Plan
(included under a separate cover)

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ATTACHMENT 3

Location Map – 60 E. Ramsey



1" = 94 ft	60 E. Ramsey	11/12/2015	N W E S	BANNING, CA Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.

CITY COUNCIL
REPORT OF OFFICERS

Date: December 8, 2015

To: Mayor and City Council

From: Brian Guillot, Acting Community Development Director

Subject: **Resolution No. 2015-105 approving the acceptance of the transfer of 60 E. Ramsey Street (APNS 541-181-014, -021, -023) from the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning to the City of Banning and approving certain related actions**

RECOMMENDATION: That the City Council adopts Resolution No. 2015-105 approving the acceptance of the transfer of 60 E. Ramsey Street (APN 541-181-014, -021, -023) real property from the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning to the City of Banning and approving certain related actions.

BACKGROUND: Pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Redevelopment Agency of the City of Banning was dissolved February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Redevelopment Agency of the City of Banning (the "Successor Agency").

On April 26, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7. Subsequent to receiving an FOC, HSC § 34191.5 requires the Successor Agency to prepare a Long-Range Property Management Plan (the "LRPMP") to address the disposition and use of the real property assets held by the Successor Agency. Pursuant to HSC § 34191.5 (c), the Successor Agency prepared and filed with the DOF its Oversight Board-approved LRPMP.

In its January 28, 2015 letter, the DOF formally approved the Successor Agency's LRPMP and notified the Successor Agency that pursuant to HSC § 34191.3, the approved LRPMP shall govern, and supersede all other provisions of the HSC relating to, the disposition and use of all the real property assets of the former redevelopment agency. LRPMP includes 12 parcels of land grouped into 6 separate sites, two of which are designated for governmental use by the City, which may now be transferred to the City, at no cost, pursuant to the authority granted thereof in the approved LRPMP.

The designated governmental use site is located at 60 E. Ramsey Street (APN 541-181-014, -021, -023) (the "Site") is approximately 0.41 acres in size and is a portion of the City Hall Annex site. Consistent with the authority provided by the approved LRPMP, the Successor Agency

proposes to transfer the Site to the City, at no cost, by quitclaim deed, which is Exhibit "A" to the attached resolution.

The attached resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines. The attached resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines.

FISCAL IMPACT: There are no direct fiscal impacts related to this action as the City will received the Site from the Successor Agency at no cost.

Prepared By:

Brian Guillot
Acting Community Development Director

Approved By:

Michael Rock
City Manager

ATTACHMENT:

1. Resolution No. 2015-105
2. Copy of Long Range Property Management Plan (included under a separate cover)
3. Location Map – 60 E. Ramsey

ATTACHMENT 1

Resolution No. 2015-105

RESOLUTION NO. 2015-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING THE TRANSFER OF 60 E. RAMSEY STREET (APNS 541-181-014, -021, -023) FROM THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING TO THE CITY OF BANNING AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172(a)(1), the Community Redevelopment Agency of the City of Banning was dissolved February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Banning Community Redevelopment Agency (the "Successor Agency"); and

WHEREAS, on April 26, 2013, the Successor Agency received its Finding of Completion (the "FOC") from the California Department of Finance (the "DOF") pursuant to HSC § 34179.7; and

WHEREAS, subsequent to receiving an FOC, HSC § 34191.5 requires the Successor Agency to prepare a Long-Range Property Management Plan (the "LRPMP") to address the disposition and use of the real property assets held by the Successor Agency; and

WHEREAS, pursuant to HSC § 34191.5 (c), the Successor Agency prepared and filed with the DOF its Oversight Board-approved LRPMP; and

WHEREAS, in its January 28, 2015 letter, the DOF formally approved the Successor Agency's LRPMP and notified the Successor Agency that pursuant to HSC § 34191.3, the approved LRPMP shall govern, and supersede all other provisions of the HSC relating to, the disposition and use of all the real property assets of the former community redevelopment agency; and

WHEREAS, the LRPMP includes 12 parcels of land grouped into six (6) separate sites, two (2) of which are designated for governmental use by the City, which may now be transferred to the City at no cost pursuant to the authority granted thereof in the approved LRPMP; and

WHEREAS, the designated governmental use site, located at 60 E. Ramsey Street (APNs 541-181-014, -021, -023) (the "Site"), is approximately 0.41 acres in size and is the City Hall Annex site; and

WHEREAS, consistent with the authority provided by the approved LRPMP, the Successor Agency proposes to transfer the Site to the City at no cost by quitclaim deed, attached hereto as Exhibit "A"; and

WHEREAS, approval of this Resolution will accept the transfer of the Site from the Successor Agency and authorize the City Manager to execute the certificate of acceptance, included within Exhibit "A," which will permit the recordation of the quitclaim deed by the Office of the Recorder of the County of Riverside; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BANNING, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency's transfer of the Site to the City, at no cost, pursuant to the quitclaim deed attached hereto as Exhibit "A" is approved.

Section 3. The City Manager is authorized and directed to execute a certificate of acceptance included within the quitclaim deed attached hereto as Exhibit "A" and thereafter take the necessary actions to cause the quitclaim deed to be recorded by the Office of the Recorder of the County of Riverside.

Section 4. This Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b)(5) of the Guidelines.

Section 5. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2015.

_____
Debbie Franklin, Mayor

ATTEST

_____
Marie A. Calderon, City Clerk

CERTIFICATION:

I, Marie A. Calderon, City of the City of Banning, do hereby certify that the foregoing Resolution No. 2015-105 was duly adopted by the City Council of the City of Banning, at a meeting thereof held on the ____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marie A. Calderon, City Clerk

EXHIBIT "A"

Quitclaim Deed
(Not for Signature)

RECORDING REQUESTED BY:
Successor Agency to the Community Redevelopment Agency of the City of Banning

WHEN RECORDED MAIL TO:
City of Banning
99 E. Ramsey Street Banning, CA 92220

Attn: City Clerk

(Space Above Line For Use By Recorder)

APNs: 541-181-014
541-181-021
541-181-023

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DOCUMENTARY TRANSFER TAX $NONE

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Successor Agency to the Community Redevelopment Agency of the City of Banning, a public body, corporate and politic (the "Grantor") does hereby remise, release and quitclaim to the City of Banning, a public body, corporate and politic (the "Grantee"), any interest that Grantor may have in the real property in the City of Banning, County of Riverside, State of California, described in Attachment "A" attached hereto and incorporated herein by this reference.

SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF BANNING,
a public body, corporate and politic

Dated_____

By: _____
Dean Martin, Interim
Executive Director
Successor Agency to the
Community Redevelopment Agency
of the City of Banning

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

State of California } ss
County of Riverside }

On _____ before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her authorized capacity, and by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

(This area for official notarial seal)

Attachment "A"

LEGAL DESCRIPTION

APNs: 541-181-014
541-181-021
541-181-023
Address: 60 E. Ramsey Street

City Hall Annex

APN 541-181-014
THE WEST 61.00 FEET OF LOT 32 IN BLOCK 29, AS SHOWN ON AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN MAP BOOK 9, PAGE 44, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

TOGETHER WITH THE NORTH HALF OF THE ADJACENT UNNAMED ALLEY VACATED BY RESOLUTION RECORDED SEPTEMBER 14, 1977 AS INSTRUMENT NO. 17984, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN 541-181-0121
LOT 28 AND THE EASTERLY 51.125 FEET OF LOT 29, ALL IN BLOCK 29, AS SHOWN ON AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN MAP BOOK 9, PAGE 44, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 28, DESCRIBED IN THE DEED RECORDED AS INSTRUMENT NO. 2004-0158934 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

APN 541-181-023
LOT 32 IN BLOCK 29, AS SHOWN ON AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN MAP BOOK 9, PAGE 44, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

TOGETHER WITH THE NORTH HALF OF THE ADJACENT UNNAMED ALLEY VACATED BY RESOLUTION RECORDED SEPTEMBER 14, 1977 AS INSTRUMENT NO. 17984, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM THE WEST 61.00 FEET OF SAID LOT 32.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written deed or grant dated _____ _____, 2015, from the Successor Agency to the Community Redevelopment Agency of the City of Banning to the City of Banning, is hereby accepted by the undersigned officer or agent on behalf of the City of Banning, pursuant to authority conferred by the City Council of the City of Banning on _____, 2015, pursuant to Resolution No. 2015 -___ , and as confirmed and approved by the Successor Agency to the Community Redevelopment Agency of the City of Banning on _____, 2015, pursuant to Resolution No. 2015 - _____ SA and the City of Banning consents to recordation thereof by its duly authorized officer.

By:_____
Dean Martin, Interim
City Manager
City of Banning

Provides for:
APNs: 541-181-014
541-181-021
541-181-023
Address: 60 E. Ramsey Street

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

State of California } ss
County of Riverside }

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her authorized capacity, and by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary)

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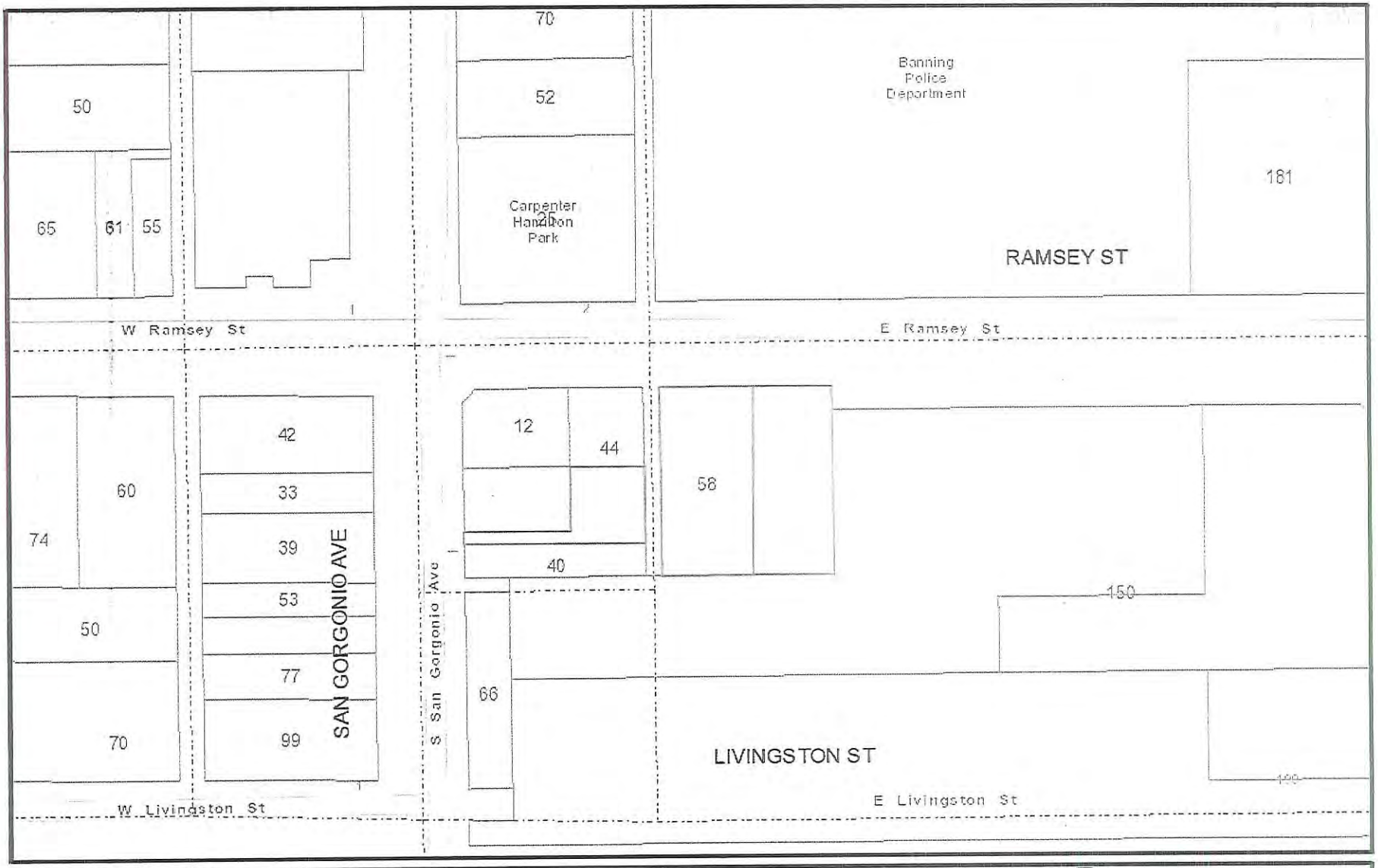
ATTACHMENT 2

Copy of Long Range Property Management Plan
(included under a separate cover)

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ATTACHMENT 3

Location Map – 60 E. Ramsey



1" = 94 ft	60 E. Ramsey	11/12/2015	N W E S	BANNING, CA Proud History Prosperous Tomorrow

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Banning staff for the most up-to-date information.

SUCCESSOR AGENCY
AGENDA ITEM

Date: **December 8, 2015**

TO: **Successor Agency Board**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Allocation of Tax Allocation Bond Proceeds**

RECOMMENDATION: Adopt Resolution No. 2015-11SA designating and allocating proceeds from tax allocation bonds and approving certain related actions.

JUSTIFICATION: Designating and allocating the balance of the proceeds from the 2003 and 2007 Tax Allocation Bonds to specific projects will ensure that the bond proceeds are used for their intended purpose.

BACKGROUND:

2003 Tax Allocation Bonds: The former redevelopment agency issued its $14,095,000 2003 Tax Allocation Bonds ("TABs") on December 16, 2003. The 2003 TABs included a refunding of the $2,325,000 unpaid balance then outstanding on the former redevelopment agency's 1992A TABs and a new money component consisting of a net $10,358,728 ("2003 TABs Net Proceeds"). The 2003 TABs Net Proceeds included an $8,286,982 contribution to the Redevelopment Fund and a $2,071,746 contribution to the Housing Fund. Since the 2003 TABs were issued, all but approximately $846,000 of the 2003 TABs Net Proceeds (all from the Redevelopment Fund) were expended for redevelopment projects and activities.

2007 Tax Allocation Bonds: The former redevelopment agency issued its $29,965,000 2007 TABs on May 15, 2007. The 2007 TABs were issued on par with the 2003 TABs and included a new money component consisting of a net $24,940,342 ("2007 TABs Net Proceeds"). All of the 2007 TABs Net Proceeds were contributed to the Redevelopment Fund. Since the 2007 TABs were issued, all but approximately $7,521,000 were expended for redevelopment projects and activities including, but not limited to:

1. Projects to benefit Low to Moderate Income Housing

2. Revitalization of the Downtown
    a. New streetscapes.
    b. New commercial facades.
    c. Purchase of vacant parcels for additional off-street parking.
    d. Development of the art park.
    e. Restoration of the Fox Theatre.
    f. Paving of alleyways for pedestrian passage.

g. Forgivable loans for specialty tenant improvements and signage.

3. Economic Incentives
    a. Assembly of land for Drag City and associated industrial.
    b. Assembly of land for additional hotel/restaurant development at the Highland Springs/I-10 interchange.
    c. Construction of off-site improvements for development generating new jobs and/or sales tax.

4. Public Improvements
    a. Extension of roadways and utilities to large vacant commercial/industrial tracts.
    b. Beautification of major corridors through the project area – Ramsey Street gateways and I-10 Interchanges.
    c. Traffic signalization along Lincoln Street for future industrial development.
    d. Improvement to park and recreational facilities in the project area.
    e. Completion of curb and gutter along the length of Ramsey Street and in residential neighborhoods.
    f. Creation of railroad quiet zones in the project area.

On a combined basis, the Successor Agency has approximately $8,367,000 of unused bond proceeds from the 2003 and 2007 TABs. Of this amount, $2,500,000 has been designated for improvements to Roosevelt Williams Park and $2,000,000 has been designated for improvements to the Ramsey and Hargrave Streets intersection project. Therefore, the approximately $3,867,000 undesignated and unallocated balance is currently available for redevelopment projects and activities that may include the examples listed above or other redevelopment projects and activities that are of benefit to the Merged Redevelopment Project Area. The Merged Redevelopment Project Area, a map of which is included as Exhibit "A", was created during February 2002 and is comprised of component areas, the first of which was adopted in 1978 and currently includes 3,283 acres consisting primarily of residential property and commercial property developed with neighborhood retail and service uses.

2016 Refunding TABs: On October 13, 2015, the Successor Agency approved Resolution No. 2015-08SA, authorizing the refinancing of outstanding obligations related to the 2003 and 2007 TABs ("2016 Refunding TABs", which were formerly known as the 2015 Bonds) and approving an indenture and authorizing certain actions relating thereto including, but not limited to, initiating validation proceedings in the Superior Court of the State of California County of Sacramento in connection with the 2016 Refunding TABs, the indenture and in particular the validation of the pledge of tax revenues to debt service the 2016 Refunding TABs (the "Validation Legal Action"). The affirmative outcome of the Validation Legal Action is a prerequisite to moving forward with and closing the 2016 Refunding TABs.

On October 22, 2015, the Successor Agency's Oversight Board approved its Resolution No. 2015-05 OB, authorizing the 2016 Refunding TABs. The Oversight Board's Resolution has been submitted to the California Department of Finance ("DOF") for its review and approval. DOF's approval of the 2016 Refunding TABs is currently pending. It is anticipated that the

2016 Refunding TABs will close within approximately two months from the later of the affirmative outcome of the Validation Legal Action or the date of DOF's approval of Resolution No. 2015-05 OB, both of which are anticipated during the first part of calendar year 2016.

As a part of the due diligence process associated with the 2016 Refunding TABs, it is customary that any unused, undesignated and unallocated bond proceeds from the refunded bonds are contributed to the refunding process for the purpose of reducing the amount of the principal borrowing. In this case, unless the Successor Agency can designate and allocate ~~$3,367,000~~$3,867,000 of its currently unspent, undesignated and unallocated bond proceeds from the 2003 and 2007 TABs, any undesignated and unallocated bond proceeds are subject to being contributed to the 2016 Refunding TABs and thus no longer be available for redevelopment projects and activities. Therefore, the Successor Agency may utilize the ~~$3,367,000~~$3,867,000 currently unspent, undesignated and unallocated bond proceeds from the 2003 and 2007 TABs as follows:

1. Contribute the funds to the 2016 Refunding TABs; or

2. Subject to bond counsel concurrence, designate and allocate the funds to redevelopment projects and activities.

Staff Recommendation: Staff recommends that the $3,867,000 remaining balance be designated and allocated to the following projects:

1. Ramsey Street Medians:

   The scope of work will include: design and construction of landscape and hardscape improvements along the existing medians on Ramsey Street from 22nd Street to Highland Home Road; construction of curb and gutters, a dedicated left turn pocket at the Ramsey Street and Omar Street intersection; and the construction of a monument sign at the Ramsey Street and Highland Springs intersection. The proposed project would meet activities 4b and 4e of the above listed activities. The estimated total project cost is $2,500,000.

2. Water Main Improvements on Ramsey Street:

   The scope of work will include: design and construction of a new 12 inch water main along Ramsey Street from Sunset Avenue to Highland Home Road. The new water main would replace approximately 5,400 linear feet of 4 inch water main installed in 1931, which does not have the required fire flow capacity for new commercial developments along the south side of Ramsey Street within the project limits. The proposed project would meet activity 3c of the above listed activities. The total project cost is estimated to be $1,367,000.

In addition to the foregoing, during December 2015 Norton Rose Fulbright, bond counsel for the 2016 Refunding TABs, is anticipated to provide the Successor Agency with its opinion on the availability of bond proceeds for the proposed projects described. Subject to the availability of the bond proceeds for projects, the next step will be to forward the approved projects to the Oversight Board for inclusion in the Recognized Obligation Payment Schedule ("ROPS"), which will be filed with DOF by February 1, 2016. Once the ROPS is approved the funding will be transferred to the City of Banning for use on the selected projects.

GOALS AND POLICY OBJECTIVES: Approval of Resolution is consistent with Goal 1, Objective No. 1, PW Activity No. 1 "Develop Economic Development Incentives"; Goal 2, Objective No. 1, PW Activity No. 1 "Design/Construct Monument Signs"; Goal 2, Objective No. 2, PW Activity No. 1 "Effectively Manage the City's Street Assets" and Objective No. 3, PW Activity No. 1 "Develop Specific Improvement Programs for City Facilities including Open Spaces".

FISCAL DATA: Staff will return to City Council with recommendations of award for the design and construction phases of each project, as applicable, and at which time a request will be made for the appropriation of the TABs proceeds to the individual project phases.

RECOMMENDED BY:

Art Vela,
Acting Director of Public Works

REVIEWED/APPROVED BY:

Michael Rock,
City Manager

Attachments:

1. Exhibit "A": Redevelopment Project Area

RESOLUTION NO. 2015-11 SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BANNING DESIGNATING AND ALLOCATING PROCEEDS FROM TAX ALLOCATION BONDS AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Community Redevelopment Agency of the City of Banning was dissolved February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Banning (the "City") previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, the Oversight Board for the Successor Agency (the "Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, the former redevelopment agency issued its $14,095,000 2003 Tax Allocation Bonds (the "TABs") on December 16, 2003; and

WHEREAS, the 2003 TABs included a refunding of the $2,325,000 unpaid balance then outstanding on the former redevelopment agency's 1992A TABs and a new money component consisting of a net $10,358,728 (the "2003 TABs Net Proceeds); and

WHEREAS, the 2003 TABs Net Proceeds included an $8,286,982 contribution to the Redevelopment Fund and a $2,071,746 contribution to the Housing Fund; and

WHEREAS, since the 2003 TABs were issued, all but approximately $846,000 of the 2003 TABs Net Proceeds (all from the Redevelopment Fund) were expended for redevelopment projects and activities; and

WHEREAS, the former redevelopment agency issued its $29,965,000 2007 TABs on May 15, 2007; and

WHEREAS, the 2007 TABs were issued on par with the 2003 TABs and included a new money component consisting of a net $24,940,342 (the "2007 TABs Net Proceeds") and all of the 2007 TABs Net Proceeds were contributed to the Redevelopment Fund; and

WHEREAS, since the 2007 TABs were issued, all but approximately $7,521,000 were expended for redevelopment projects and activities including, but not limited to:

1. Projects to benefit Low to Moderate Income Housing

2. Revitalization of the Downtown
    a. New streetscapes.
    b. New commercial facades.
    c. Purchase of vacant parcels for additional off-street parking.
    d. Development of the art park.
    e. Restoration of the Fox Theatre.
    f. Paving of alleyways for pedestrian passage.
    g. Forgivable loans for specialty tenant improvements and signage.

3. Economic Incentives
    a. Assembly of land for Drag City and associated industrial.
    b. Assembly of land for additional hotel/restaurant development at the Highland Springs/I-10 interchange.
    c. Construction of off-site improvements for development generating new jobs and/or sales tax.

4. Public Improvements
    a. Extension of roadways and utilities to large vacant commercial/industrial tracts.
    b. Beautification of major corridors through the project area – Ramsey Street gateways and I-10 Interchanges.
    c. Traffic signalization along Lincoln Street for future industrial development.
    d. Improvement to park and recreational facilities in the project area.
    e. Completion of curb and gutter along the length of Ramsey Street and in residential neighborhoods.
    f. Creation of railroad quiet zones in the project area.

WHEREAS, on a combined basis, the Successor Agency has approximately $8,367,000 of unused bond proceeds from the 2003 and 2007 TABs and of this amount, $2,500,000 has been designated for improvements to Roosevelt Williams Park and $2,000,000 has been designated for improvements to the Ramsey and Hargrave Streets intersection project; and

WHEREAS, approximately the $3,867,000 of undesignated and unallocated balance is currently available for redevelopment projects and activities that may include the examples listed above or other redevelopment projects and activities that are of benefit to the Merged Redevelopment Project Area; and

WHEREAS, the Merged Redevelopment Project Area, a map of which is included as Exhibit "A" to the staff report that accompanies this Resolution, was created during February 2002 and is comprised of component areas, the first of which was adopted in 1978 and currently includes 3,283 acres consisting primarily of residential property and commercial property developed with neighborhood retail and service uses; and

WHEREAS, on October 13, 2015, the Successor Agency approved Resolution No. 2015-08SA, authorizing the refinancing of outstanding obligations related to the 2003 and 2007

TABs ("2016 Refunding TABs", which were formerly called the 2015 Bonds) and approving an indenture and authorizing certain actions relating thereto including, but not limited to, initiating validation proceedings in the Superior Court of the State of California County of Sacramento in connection with the 2016 Refunding TABs, the indenture and in particular the validation of the pledge of tax revenues to debt service the 2016 Refunding TABs (the "Validation Legal Action"); and

WHEREAS, the affirmative outcome of the Validation Legal Action is a prerequisite to moving forward with and closing the 2016 Refunding TABs; and

WHEREAS, on October 22, 2015, the Successor Agency's Oversight Board approved its Resolution No. 2015-05 OB, authorizing the 2016 Refunding TABs; and

WHEREAS, the Oversight Board's Resolution has been submitted to the California Department of Finance (the "DOF") for its review and approval, which is currently pending; and

WHEREAS, it is anticipated that the 2016 Refunding TABs will close within approximately two months from the later of the affirmative outcome of the Validation Legal Action or the date of DOF's approval of Resolution No. 2015-05 OB, both of which are anticipated during the first part of calendar year 2016; and

WHEREAS, as a part of the due diligence process associated with the 2016 Refunding TABs, it is customary that any unused, undesignated and unallocated bond proceeds from the refunded bonds are contributed to the refunding process for the purpose of reducing the amount of the principal borrowing; and

WHEREAS, in this case, unless the Successor Agency can designate and allocate ~~$3,367,000~~$3,867,000 of its currently unspent, undesignated and unallocated bond proceeds from the 2003 and 2007 TABs, any undesignated and unallocated bond proceeds are subject to being contributed to the 2016 Refunding TABs and thus no longer be available for redevelopment projects and activities; and

WHEREAS, the Successor Agency may utilize the ~~$3,367,000~~$3,867,000 currently unspent, undesignated and unallocated bond proceeds from the 2003 and 2007 TABs as a contribution to the 2016 Refunding TABs or, subject to bond counsel concurrence, may designate and allocate the funds to redevelopment projects and activities; and

WHEREAS, staff recommends that the ~~$3,367,000~~$3,867,000 currently unspent, undesignated and unallocated bond proceeds from the 2003 and 2007 TABs be designated for and allocated to the following projects:

1. Ramsey Street Medians:

   The scope of work will include: design and construction of landscape and hardscape improvements along the existing medians on Ramsey Street from 22nd Street to Highland Home Road; construction of curb and gutters, a dedicated left turn pocket at the Ramsey Street and Omar Street intersection; and the construction of a monument sign at the Ramsey Street and Highland Springs intersection. The proposed project would meet activities 4b and 4e of the above listed activities. The estimated total project cost is $2,500,000.

2. Water Main Improvements on Ramsey Street:

   The scope of work will include: design and construction of a new 12 inch water main along Ramsey Street from Sunset Avenue to Highland Home Road. The new water main would replace approximately 5,400 linear feet of 4 inch water main installed in 1931, which does not have the required fire flow capacity for new commercial developments along the south side of Ramsey Street within the project limits. The proposed project would meet activity 3c of the above listed activities. The total project cost is estimated to be $1,367,000.

WHEREAS, during December 2015 Norton Rose Fulbright, bond counsel for the 2016 Refunding TABs, is anticipated to provide the Successor Agency with its opinion on the availability of bond proceeds for the proposed projects described

WHEREAS, subject to the availability of the bond proceeds for projects,, the next step will be to forward the approved projects to the Oversight Board for inclusion in the Recognized Obligation Payment Schedule (the "ROPS"), which will be filed with DOF by February 1, 2016 and once the ROPS is approved the funding will be transferred to the City of Banning for use on the selected projects; and

WHEREAS, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (the "CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, this Resolution does not constitute a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b) (5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The ~~$3,367,000~~$3,867,000 currently unspent, undesignated and unallocated bond proceeds from the 2003 and 2007 TABs are designated for and allocated to the following projects:

1. Ramsey Street Medians:

   The scope of work will include: design and construction of landscape and hardscape improvements along the existing medians on Ramsey Street from 22nd Street to Highland Home Road; construction of curb and gutters, a dedicated left turn pocket at the Ramsey Street and Omar Street intersection; and the construction of a monument sign at the Ramsey Street and Highland Springs intersection. The proposed project would meet activities 4b and 4e of the above listed activities. The estimated total project cost is $2,500,000.

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SECTION 3. The City Manager, in the capacity as Executive Director of the Successor Agency, is authorized and directed to take any required actions and execute such documents as are necessary to effectuate the intent of this Resolution.

SECTION 4. This Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines § 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per § 15378 (b) (5) of the Guidelines.

SECTION 5. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning at a meeting held on the 8th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Marie A. Calderon, Secretary
Successor Agency

APPROVED:

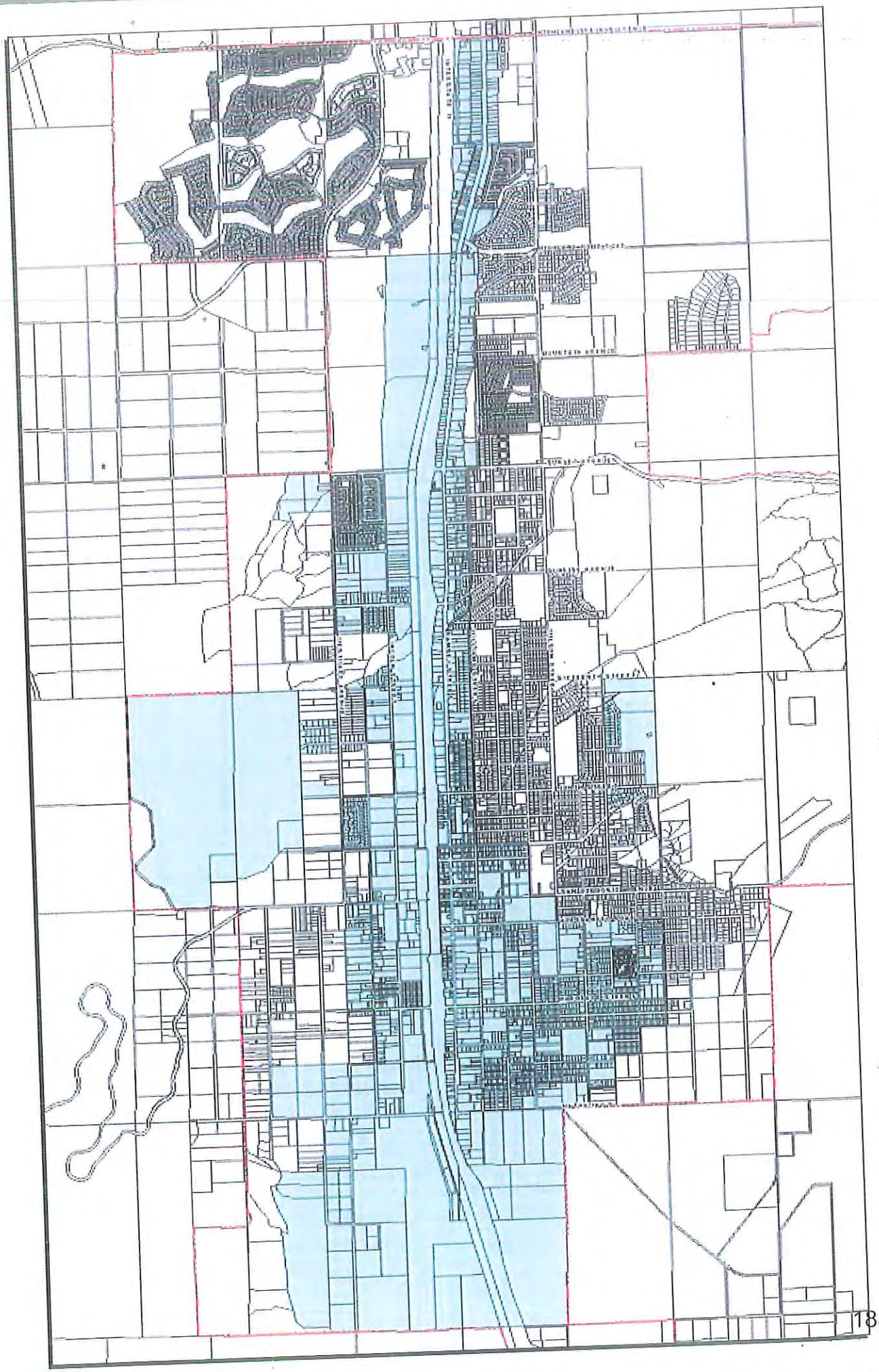
Deborah Franklin, Chairperson
Successor Agency

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Agency Counsel
Aleshire & Wynder, LLP

EXHIBIT "A"

REDEVELOPMENT PROJECT AREA



CITY COUNCIL
PUBLIC HEARING

DATE: December 8, 2015

TO: Mayor and City Council

FROM: Brian Guillot, Acting Community Development Director

SUBJECT: **HOUSING**
Ordinance No. 1492 approving the Categorical Exemption and Zone Text Amendment No. 15-97506 Regarding Side-Yard Setbacks in the Low Density Residential (LDR) Zoning District Title 17 (Zoning Ordinance) of the City of Banning Municipal Code

RECOMMENDATION:

The Planning Commission recommends that the City Council:

1. Conduct a public hearing on the Categorical Exemption and Zone Text Amendment No. 15-97506; and

2. Introduce Ordinance No. 1492 (Attachment 1):

    a. Approving Categorical Exemption and Zone Text Amendment No. 15-97506 Regarding Side-Yard Setbacks in the Low Density Residential (LDR) Zoning District Amending Table 17.08.030 Residential Development Standards of Title 17 (Zoning Ordinance) of The City of Banning Municipal Code.

JUSTIFICATION: Staff has identified standards in Table 17.08.03 *Residential Development Standards*, within Title 17 of the City of Banning Municipal Code that will require an amendment to reflect the City's commitment to the goals and policies of the adopted General Plan; and, correction to eliminate internal inconsistencies. On October 7, 2015, the Planning Commission recommended adoption of Ordinance No 1492 as amended by adoption of Resolution No. 2015-10.

BACKGROUND: The recommended changes from the Planning Commission's meeting held on October 7, 2015, have been incorporated into the report, findings, and attached ordinance.

Low Density Residential District Side-Yard Setbacks
In January 2006, at a Joint City Council and Planning Commission Public Hearing repealed the existing zoning ordinance and adopted a new zoning ordinance and zoning map. With the new changes, side-yard setbacks in the Low Density Residential (LDR) District were increased from five-feet to ten-feet.

Many residential single family dwellings were built on lots that were subdivided prior to adoption of the ordinance in 2006, in the LDR District with lot widths of less than 70 feet. As

adopted, property owners proposing to increase the square footage of their homes or proposing to build a new residential dwelling must comply with the ten foot side-yard setback.

Amending the residential development standards will provide some flexibility and encourage property owners to build on vacant lots or make improvements to their homes that are compatible with the existing structure and surrounding neighborhood, while maintaining compliance with the residential development standards in the zoning district.

Omission from a previously adopted Ordinance
On February 29, 2006, the City Council adopted Ordinance 1370 to address lot coverage concerns and other zoning related items. Changes were made to Table 17.08.030, and provisions were added to address maximum building coverage. However, table note "8" was not included in the table cell to apply to the footnote:

> "[8] Up to 240 square feet of third car garage space is exempted from lot coverage and FAR for lots over 9,500 square feet."

The ordinance when signed, omitted the table note corresponding with the footnote; creating some internal inconsistency in the zoning ordinance.

The Planning Commission's recommendation from the meeting the took place on October 7, 2015, is to amend the development standards to allow lots that were subdivided prior to February 2006, with a lot width of seventy (70) feet or less to have a minimum side yard setback of five (5) feet; and to amend Table 17.08.030 to add table note "8".

PROPOSED AMENDMENTS:

The following amendments are proposed to be included to Table 17.08.030 *Residential Development Standards* in Section 17.08.030 *General Standards* of Chapter 17.08 *Residential Districts* in Title 17 *Zoning Ordinance*, to allow homeowners to build up to the five feet from the side yard property line and to add table note "8" to correspond with the foot note.

17.08.030 - General standards.

Table 17.08.030

Residential Development Standards[1]

	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR	MHP
Max. Density (Units/Ac.)	1/10 Ac.	1/10 Ac.[2]	0-1	0-1[2]	0-2	0-5	0-10	11-18	9-18
Min. Lot Size (Ac. or s.f.) Single Family Lot[3, 4]	10 Ac.	10 Ac.	40,000 s.f.	40,000 s.f.	20,000 s.f.	7,000 or suffix[5]	5,000	7,000	N/A
Min. Lot Size (Ac.) Multi-Family Units	N/A	N/A	N/A	N/A	N/A	N/A	2 Ac.	2 Ac.	2 Ac.
Min. Lot Width (Feet)	600	600	150	150	100	70	50	150	150
Min. Lot Depth (Feet)	600	600	150	150	100	90	75	100	100
Min. Front Setback (Feet)	50	50	50	50	35	20	15	15	10
Min. Rear Setback (Feet)	50	50	35	35	35	15	10	10	10
Min. Side Yard Setback (Feet)	25	25	25	25	15	10[10]	5	5	5
Min. Street Side (Feet)	30	30	30	30	20	15	10	10	5
Max. Bldg. Coverage (%)[9]	10	10	15	15	25	40[8]	40	40	50
Min. Private Outdoor Space (s.f.)	N/A	N/A	N/A	N/A	N/A	N/A	200	200	200
Min. Common Outdoor Space (s.f.)[6]	N/A	N/A	N/A	N/A	N/A	N/A	200	200	200
Maximum Height (stories/feet)	2/35	2/35	2/35	2/35	2/35	2/35	3/45[7]	4/60	1/25
Maximum Fence/Wall Height (ft)	6	6	6	6	6	6	6	6	6
Floor Area Ratio (FAR)[8]									
One-story home	.10	.10	.15	.15	.25	.35	.40	.40	.50
Multi-story home	.20	.20	.30	.30	.40	.60	.70	.70	N/A

[1] These standards can be superseded by standards in a Specific Plan, or by the standards provided for Planned Unit Development, under Section 17.08.170.

[2] The provisions for hillside development and density transfers shall apply.

[3] A single family home can be built on an existing legal lot in the R/A, R/A-H, RR, RR/H, VLDR, LDR or MDR zones, providing all single family residential development standards for that zone are met.

[4] Minimum lot size net of public right-of-way dedication.

[5] In the LDR Zone, if no suffix is shown on the map. If a suffix is shown on the map, that suffix indicates the minimum lot size.

[6] A minimum of 30% of the net site area must be provided in common outdoor space. See multi-family development standards, Section 17.08.140.

[7] Maximum height only permitted if Fire Department provides written verification that they can serve.

[8] Up to 240 square feet of third car garage space is exempted from lot coverage and FAR for lots over 9,500 square feet.

[9] Golf cart garages are exempted from the building coverage requirements in areas that are adjacent to a golf cart path.

[10] For parcels subdivided before February 14, 2006, in the Low Density Residential (LDR) zoning district with a non-conforming lot width that is 70 feet or less, a minimum side-yard setback of five(5) feet shall be allowed.

ENVIRONMENTAL DETERMINATION:

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97506 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97506 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

REQUIRED FINDINGS:

The California Government Code and Section 17.116.050 of the City of Banning Zoning Ordinance require that Zone Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zone Text Amendment No. 15-97506.

Finding No. 1: *Proposed Zone Text Amendment No. 15-97506 is consistent with the goals and policies of the General Plan.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97506 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and

the text amendments will result in meeting some of the objectives of the General Plan and more specifically the Housing Element.

The primary General Plan Land Use Goal is to provide *"A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents"* and *"Preserve and enhance the City's Neighborhoods."* The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to encourage and facilitate additions to existing residential structures only in the Low Density Residential (LDR) neighborhoods where the side yard setback standard prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). Therefore, the proposed zone text amendments will foster preserving the City's neighborhoods through continued improvement, thereby enhancing the quality of life within the City.

Furthermore, Housing Element Goal 1 is to *"Conserve, Improve, and rehabilitate existing housing"*. The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to encourage and facilitate additions to existing residential structures only in the Low Density Residential (LDR) neighborhoods where the side yard setback standard prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). Therefore, the proposed zone text amendments will foster improvements to existing housing that may result in the increase of property values, the preservation of existing neighborhoods through continued improvement, and investment in older housing stock.

Finding No. 2: *Proposed Zone Text Amendment No. 15-97506 is internally consistent with the Zoning Ordinance.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97506 is consistent with the existing provisions of the Zoning Ordinance. The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to establish a consistency whereby additions to existing residential structures will be encouraged while new development will be required to meet the side yard setback standard of 10 feet for the LDR zoning district.

Furthermore, Section 17.04.020(B)(4) of the zoning ordinance intends that development *"Respect and enhance the character of existing neighborhoods"*. The side yard setback standard of 10 feet for the LDR zoning district for many of the existing residential structures prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). This provision will allow those structures to be improved consistent with the character of the existing neighborhoods. Therefore,

Zone Text Amendment No. 15-97506 is internally consistent with the zoning ordinance.

Finding No. 3: *The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.*

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97506 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97506 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

PUBLIC COMMUNICATION

The proposed Zone Text Amendment was advertised in the Record Gazette newspaper on November 27, 2015. As of the date of this report, staff has not received any verbal or written comments for or against the proposal.

FISCAL IMPACT:

There will not be a direct fiscal impact to the City's General Fund as a result of the recommended action.

APPROVED BY:

Michael Rock
City Manager

RECOMMENDED BY:

Brian Guillot
Acting Community Development Director

PREPARED BY:

Yvonne Franco
Contract Planner

ATTACHMENTS:

1. Ordinance No. 1492
2. Planning Commission Resolution No. 2015-10
3. Public Hearing Notice

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ATTACHMENT 1
Ordinance No. 1492

ORDINANCE NO. 1492

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING CATEGORICAL EXEMPTION AND ZONE TEXT AMENDMENT NO. 15-97506 REGARDING SIDE-YARD SETBACKS IN THE LOW DENSITY RESIDENTIAL (LDR) ZONING DISTRICT AMENDING TABLE 17.08.030 RESIDENTIAL DEVELOPMENT STANDARDS OF TITLE 17 (ZONING ORDINANCE) OF THE CITY OF BANNING MUNICIPAL CODE

WHEREAS, on January 31, 2006, the City Council of the City of Banning adopted Resolution No. 2006-12 certifying the Final Environmental Impact Report (California Clearinghouse Schedule No. 2005011039) adopting the Statement of Overriding Considerations, Statement of Facts and Findings, and Mitigation Monitoring Program for General Plan Amendment No. 03-2501 and Zone Change No. 03-3501 (Comprehensive General Plan Amendment); adopted Resolution No. 2006-13 approving General Plan Amendment No. 03-2501 adopting the new General Plan; and

WHEREAS, on February 14, 2006, the City Council of the City of Banning adopted Ordinance No. 1339 approving Zone Change 03-3501 repealing the existing Zoning Ordinance and adopting the new Zoning Ordinance and associated Zoning Map; and

WHEREAS, the new Zoning Ordinance included residential development standards for the Low Density Residential (LDR) zoning district; and

WHEREAS, the side yard setback standard of 10 feet for the LDR zoning district for many of the existing residential structures prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less); and

WHEREAS, there is a critical need for additional affordable housing in the State of California in general and more specifically the City of Banning, and encouraging additions to existing residential structures may serve the purpose of alleviating overcrowding and increasing property values; and

WHEREAS, the City Council has authority per Chapter 17.116 (Zoning Ordinance Amendments) of the City of Banning Municipal Code to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, on October 7, 2015 during a duly advertised public hearing, the Planning Commission adopted Resolution No. 2015-10 recommending to the City Council the adoption of Ordinance No. 1492 approving the Categorical Exemption and Zone Text Amendment No. 15-97506; and

WHEREAS, on the 27th day of November, 2015, the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Categorical Exemption and Zone Text Amendment would be considered; and

WHEREAS, on the 8th day of December, 2015, the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the proposed amendments, and at which time the City Council considered the Categorical Exemption and Zone Text Amendment No. 15-97506; and

WHEREAS, at this public hearing on the 8th day of December, 2015, the City Council considered and heard public comments on the proposed Categorical Exemption and Zone Text Amendment; and

WHEREAS, the City Council has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on the 8th day of December, 2015.

NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Banning as follows:

SECTION 1. ENVIRONMENTAL.

California Environmental Quality Act (CEQA)
In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97506 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97506 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)
The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS.

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zone Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zone Text Amendment No. 15-97506.

Finding No. 1: *Proposed Zone Text Amendment No. 15-97506 is consistent with the goals and policies of the General Plan.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97506 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in meeting some of the objectives of the General Plan and more specifically the Housing Element.

The primary General Plan Land Use Goal is to provide *"A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents"* and *"Preserve and enhance the City's Neighborhoods."* The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to encourage and facilitate additions to existing residential structures only in the Low Density Residential (LDR) neighborhoods where the side yard setback standard prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). Therefore, the proposed zone text amendments will foster preserving the City's neighborhoods through continued improvement, thereby enhancing the quality of life within the City.

Furthermore, Housing Element Goal 1 is to *"Conserve, Improve, and rehabilitate existing housing"*. The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to encourage and facilitate additions to existing residential structures only in the Low Density Residential (LDR) neighborhoods where the side yard setback standard prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). Therefore, the proposed zone text amendments will foster improvements to existing housing that may result in the increase of property values, the preservation of existing neighborhoods through continued improvement, and investment in older housing stock.

Finding No. 2: *Proposed Zone Text Amendment No. 15-97506 is internally consistent with the Zoning Ordinance.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97506 is consistent with the existing provisions of the Zoning Ordinance. The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to establish a consistency whereby additions to existing residential structures will be encouraged while new development will be required to meet the side yard setback standard of 10 feet for the LDR zoning district.

Furthermore, Section 17.04.020(B)(4) of the zoning ordinance intends that development *"Respect and enhance the character of existing neighborhoods"*. The side yard setback standard of 10 feet for the LDR zoning district for many of the existing residential structures prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). This provision will allow those structures to be improved consistent with the character of the existing neighborhoods. Therefore, Zone Text Amendment No. 15-97506 is internally consistent with the zoning ordinance.

Finding No. 3: *The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.*

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97506 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97506 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. CITY COUNCIL ACTION.

The City Council hereby takes the following actions:

1. **Adoption of Categorical Exemption.** In accordance with Public Resources Code Section 21006 and CEQA Guidelines Section 15061 the City Council hereby adopts the Categorical Exemption prepared pursuant to CEQA Guidelines Section 15061(b)(3) for Zone Text Amendment No. 15-97506.

2. **Approve Zone Text Amendment No. 15-97506.**

a. Banning Municipal Code Table 17.08.030 is hereby amended, as follows:

"Table 17.08.030

Residential Development Standards[1]

	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR	MHP
Max. Density (Units/Ac.)	1/10 Ac.	1/10 Ac.[2]	0-1	0-1[2]	0-2	0-5	0-10	11-18	9-18
Min. Lot Size (Ac. or s.f.) Single Family Lot[3, 4]	10 Ac.	10 Ac.	40,000 s.f.	40,000 s.f.	20,000 s.f.	7,000 or suffix[5]	5,000	7,000	N/A
Min. Lot Size (Ac.) Multi-Family Units	N/A	N/A	N/A	N/A	N/A	N/A	2 Ac.	2 Ac.	2 Ac.
Min. Lot Width (Feet)	600	600	150	150	100	70	50	150	150
Min. Lot Depth (Feet)	600	600	150	150	100	90	75	100	100
Min. Front Setback (Feet)	50	50	50	50	35	20	15	15	10
Min. Rear Setback (Feet)	50	50	35	35	35	15	10	10	10
Min. Side Yard Setback (Feet)	25	25	25	25	15	10[10]	5	5	5
Min. Street Side (Feet)	30	30	30	30	20	15	10	10	5
Max. Bldg. Coverage (%)[9]	10	10	15	15	25	40[8]	40	40	50
Min. Private Outdoor Space (s.f.)	N/A	N/A	N/A	N/A	N/A	N/A	200	200	200
Min. Common Outdoor Space (s.f.)[6]	N/A	N/A	N/A	N/A	N/A	N/A	200	200	200
Maximum Height (stories/feet)	2/35	2/35	2/35	2/35	2/35	2/35	3/45[7]	4/60	1/25
Maximum Fence/Wall Height (ft)	6	6	6	6	6	6	6	6	6
Floor Area Ratio (FAR)[8]									
One-story home	.10	.10	.15	.15	.25	.35	.40	.40	.50
Multi-story home	.20	.20	.30	.30	.40	.60	.70	.70	N/A

[1] These standards can be superseded by standards in a Specific Plan, or by the standards provided for Planned Unit Development, under Section 17.08.170.

[2] The provisions for hillside development and density transfers shall apply.

[3] A single family home can be built on an existing legal lot in the R/A, R/A-H, RR, RR/H, VLDR, LDR or MDR zones, providing all single family residential development standards for that zone are met.

[4] Minimum lot size net of public right-of-way dedication.

[5] In the LDR Zone, if no suffix is shown on the map. If a suffix is shown on the map, that suffix indicates the minimum lot size.

[6] A minimum of 30% of the net site area must be provided in common outdoor space. See multi-family development standards, Section 17.08.140.

[7] Maximum height only permitted if Fire Department provides written verification that they can serve.

[8] Up to 240 square feet of third car garage space is exempted from lot coverage and FAR for lots over 9,500 square feet.

[9] Golf cart garages are exempted from the building coverage requirements in areas that are adjacent to a golf cart path.

[10] For parcels subdivided before February 14, 2006, in the Low Density Residential (LDR) zoning district with a non-conforming lot width that is 70 feet or less, a minimum side-yard setback of five (5) feet shall be allowed."

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. PUBLICATION; EFFECTIVE DATE.

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2015.

_____
Deborah Franklin, Mayor
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Lona Laymon, City Attorney
Aleshire & Wynder, LLP

ATTEST:

_____
Marie A. Calderon, City Clerk
City of Banning, California

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1492 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the _____ day of _____, 2015, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marie A. Calderon, City Clerk
City of Banning, California

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ATTACHMENT 2
Planning Commission Resolution No. 2015-10

RESOLUTION NO. 2015-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA RECOMMENDING APPROVAL TO THE CITY COUNCIL OF CATEGORICAL EXEMPTION AND ZONE TEXT AMENDMENT NO. 15-97506 REGARDING SIDE-YARD SETBACKS IN THE LOW DENSITY RESIDENTIAL (LDR) ZONING DISTRICT AMENDING TABLE 17.08.030 RESIDETNIAL DEVELOPMENT STANDARDS OF TITLE 17 (ZONING ORDINANCE) OF THE CITY OF BANNING MUNICIPAL CODE

WHEREAS, on January 31, 2006, the City Council of the city of Banning adopted Resolution No. 2006-12 certifying the Final Environmental Impact Report (California Clearinghouse Schedule No. 2005011039) adopting the Statement of Overriding Considerations, Statement of Facts and Findings, and Mitigation Monitoring Program for General Plan Amendment No. 03-2501 and Zone Change No. 03-3501 (Comprehensive General Plan Amendment); adopted Resolution No. 2006-13 approving General Plan Amendment No. 03-2501 adopting the new General Plan; and

WHEREAS, on February 14, 2006, the City Council of the City of Banning adopted Ordinance No. 1339 approving Zone Change 03-3501 repealing the existing Zoning Ordinance and adopting the new Zoning Ordinance and associated Zoning Map; and

WHEREAS, the new Zoning Ordinance included residential development standards for the Low Density Residential (LDR) zoning district; and

WHEREAS, the side yard setback standard of 10 feet for the LDR zoning district for many of the existing residential structures prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less); and

WHEREAS, there is a critical need for additional affordable housing in the State of California in general and more specifically the City of Banning, and encouraging additions to existing residential structures may serve the purpose of alleviating overcrowding and increasing property values; and

WHEREAS, on September 25, 2015, the City gave public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the project, which included the Categorical Exemption and Zone Text Amendment No. 15-97506; and

WHEREAS, on October 7, 2015, the Planning Commission held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the project and at which the Planning Commission considered the Categorical Exemption and Zone Text Amendment No. 15-97506.

NOW THEREFORE, the Planning Commission of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1. ENVIRONMENTAL FINDINGS.

The following environmental findings are made and supported by substantial evidence on the record before the Commission, including and incorporating all evidence in the staff report and attendant attachments thereto:

In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97506 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97506 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)
The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects subject to this resolution will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS FOR ZONE TEXT AMENDMENT NO. 15-97506.

The California Government Code and Section 17.116.050 of the City of Banning Zoning Ordinance require that Zone Text Amendments meet certain findings prior to recommendation of approval by the Planning Commission and approval by the City Council. The Planning Commission hereby makes the following findings, as supported by substantial evidence on the record including and incorporating all facts and evidence in the staff report and its attendant attachments, in support of the recommendation for approval of the Zone Text Amendment No. 15-97506:

Finding No. 1: *Proposed Zone Text Amendment No. 15-97506 is consistent with the goals and policies of the General Plan.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97506 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in meeting some of the objectives of the General Plan and more specifically the Housing Element.

The primary General Plan Land Use Goal is to provide *"A balanced, well planned community including businesses which provides a functional pattern of land uses and enhances the quality of life for all Banning residents"* and *"Preserve and enhance the City's Neighborhoods."* The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to encourage and facilitate additions to existing residential structures only in the Low Density Residential (LDR) neighborhoods where the side yard setback standard prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). Therefore, the proposed zone text amendments will foster preserving the City's neighborhoods through continued improvement, thereby enhancing the quality of life within the City.

Furthermore, Housing Element Goal 1 is to *"Conserve, Improve, and rehabilitate existing housing"*. The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to encourage and facilitate additions to existing residential structures only in the Low Density Residential (LDR) neighborhoods where the side yard setback standard prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). Therefore, the proposed zone text amendments will foster improvements to existing housing that may result in the increase of property values, the preservation of existing neighborhoods through continued improvement, and investment in older housing stock.

Finding No. 2: *Proposed Zone Text Amendment No. 15-97506 is internally consistent with the Zoning Ordinance.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97506 is consistent with the existing provisions of the Zoning Ordinance. The proposed amendments to Table 17.08.030 (Residential Development Standards) are intended to establish a consistency whereby additions to existing residential structures will be encouraged while new development will be required to meet the side yard setback standard of 10 feet for the LDR zoning district.

Furthermore, Section 17.04.020(B)(4) of the zoning ordinance intends that development *"Respect and enhance the character of existing neighborhoods"*. The side yard setback standard of 10 feet for the LDR zoning district for many of the existing residential structures prevents the owners from adding additions to the structure primarily because the width of the existing parcel for many existing homes is legal non-conforming (70 feet or less). This provision will allow those structures to be improved consistent with the character of the existing neighborhoods. Therefore,

Zone Text Amendment No. 15-97506 is internally consistent with the zoning ordinance.

Finding No. 3: *The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.*

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97506 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97506 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. PLANNING COMMISSION ACTION.

The Planning Commission hereby takes the following action:

Adoption of Planning Commission Resolution No. 2015-10:

1. Recommending to the City Council the adoption of a Categorical Exemption for Zone Text Amendment No. 15-97506; and

2. Recommending to the City Council the adoption of Zone Text Amendment No. 15-97506.

PASSED, APPROVED AND ADOPTED this 7th day of October 2015.

Joe Shaw, Vice Chairman
Banning Planning Commission

APPROVED AS TO FORM
AND LEGAL CONTENT:

Robert Khuu
Aleshire & Wynder, LLP
Assistant City Attorney
City of Banning, California

ATTEST:

Sandra Calderon, Recording Secretary
City of Banning, California

CERTIFICATION:

I, Sandra Calderon, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2015-10, was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 7th day of October 2015, by the following vote, to wit:

AYES: Ellis, Krick, Shaw, Briant & Price

NOES: -0-

ABSENT: -0-

ABSTAIN:- 0-

Sandra Calderon

Sandra Calderon, Recording Secretary
City of Banning, California

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ATTACHMENT 3
Public Hearing Notice

Record Gazette
218 N. Murray St.

Proof of Publication

(2015.5 C.C.P.)

125433 - ORDINANCE NO. 1492

State of California)
County of Riverside) ss.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

November 27, 2015

Executed on: 11/27/2015

At Banning , CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

NOTICE OF
PUBLIC HEARING
PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held on Tuesday, December 8, 2015, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the following:
ORDINANCE NO. 1492: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING CATEGORICAL EXEMPTION AND ZONE TEXT AMENDMENT NO. 15-97506 REGARDING SIDE-YARD SETBACKS IN THE LOW DENSITY RESIDENTIAL (LDR) ZONING DISTRICT AMENDING TABLE 17.08.030 RESIDENTIAL DEVELOPMENT STANDARDS OF TITLE 17 (ZONING ORDINANCE) OF THE CITY OF BANNING MUNICIPAL CODE
Information regarding the Categorical Exemption proposal can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning. A full copy of Ordinance No. 1492 and Chapter 17.08 of the Banning Municipal Code are available and open to public inspection at the Office of the City Clerk, 99 East Ramsey Street, Banning, California. All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the City Clerk of the City of Banning at P.O. Box 998, Banning, California, 92220. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).
BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA
Brian Guillot
Acting Community
Development Director
Dated: November 24, 2015
Publish:November 27, 2015
Published in
The Record Gazette
No. 125433
11/27, 2015

CITY COUNCIL
PUBLIC HEARING

Date: December 8, 2015

To: Mayor and City Council

From: Brian Guillot, Acting Community Development Director

Subject: **Ordinance No. 1493; Resolution No. 2015-96**
Economic Development-Billboards or Outdoor Advertising Signs

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing;

2. Introduce Ordinance No. 1493 (Attachment 1) Approving a Categorical Exemption and Zone Text Amendment No. 15-97505 Amending the Sign Regulations of the Zoning Ordinance to Allow the Relocation of Existing Billboards or Outdoor Advertising Signs in Accordance with the Outdoor Advertising Act;

3. Adopt Resolution No. 2015-96 (Attachment 2) Establishing Design Guidelines for Billboard or Outdoor Advertising Sign Relocation Agreements in Accordance with the Sign Regulations of the Zoning Ordinance and the Outdoor Advertising Act.

JUSTIFICATION: The construction of new billboards is prohibited by the current sign regulations. At times, the City receives requests to relocate existing billboards because the owner of the parcel would like to develop the property with another use, for example a retail store, and the billboard is in the way of the new development. In order to accommodate both businesses (the retail store and advertising company billboard) it is necessary to amend the sign regulations to allow relocation agreements.

It is a policy of the State of California to encourage relocation agreements which allow development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communication. Cities are specifically empowered to enter into relocation agreements on whatever terms are agreeable to the display owner and the city and to adopt ordinances or resolutions providing for the relocation of displays.

BACKGROUND: The City Council adopted the present "Zoning Ordinance" in January 2006 that included Chapter 17.36, Sign Regulations (Attachment 7). The sign portion of the ordinance prohibits new billboards or outdoor advertising signs. Signs used to advertise a commercial or industrial business are permitted only as a monument sign limited to 8 feet in height; or, a wall sign that is mounted on the building wall; and, freeway oriented signs are allowed through approval of a Conditional Use Permit by Planning Commission.

On April 25, 2011, a similar study session was conducted that resulted in the adoption of the freeway oriented sign regulations. For that study session a telephone survey was conducted to obtain a general idea of how other local agencies are regulating digital billboards and is included with this report. See Attachment 5. Please keep in mind that the information provided in this survey is not comprehensive.

On September 22, 2015, the City Council and Planning Commission held a joint study session to specifically provide policy guidance to staff regarding billboard relocation agreements. A set of notes from that meeting as well as the minutes are included in Attachment 5 of this report. Where possible, the issues identified in that meeting have been incorporated into the draft ordinance and resolution proposed for this report.

On November 4, 2015, the Planning Commission considered the proposed changes to the sign regulations as outlined in draft Ordinance No. 1493 and draft City Council Resolution No. 2015-96 and recommended that the City Council approve Zone Text Amendment No. 15-97505 by adoption of Planning Commission Resolution No. 2015-12 (Attachment 3).

The City of Banning is bisected by Interstate 10 (I-10) from east to west and has over five miles of frontage along the freeway. Traffic counts prepared by Caltrans showed that for the year 2009 on average as many as 147,000 vehicles per day travel the interstate. The number of vehicles traveling the interstate is an opportunity for businesses located along this transportation corridor to capture motorists' attention to exit the freeway to shop, eat at restaurants, or stay at hotels in the City of Banning. However, that opportunity needs to be balanced with scenic values and/or aesthetics, and the health, safety, and welfare of the community as it relates to billboards or outdoor advertising signs. Over the years, different sign regulations have been adopted resulting in a mix of billboards, pole signs, and other advertising devices.

The need for this balance is identified by the different Goals and Policies in the City's General Plan as follows:

> Economic Development Policy 6 states *"Encourage and facilitate highway-serving commercial development at appropriate Interstate-10 interchanges within the City limits"* (GP p. III-43).

While the subject of scenic vistas and aesthetics are not part of the goals or policies of the adopted General Plan for the City of Banning, these subjects are important to the community as they may define or identify particular parts of a community; and, be used by individuals in the decision making process for locating homes and/or businesses within the city. Billboards or outdoor advertising signs contribute little towards enhancing the scenic qualities and scenic

vistas (aesthetic values) of the community. Therefore, sign regulations serve the need to limit billboards or outdoor advertising signs in order to enhance this valuable community asset.

Billboards or outdoor advertising signs

There are approximately 45 billboards located along the interstate, 39 of which are double-faced and 6 that are single-faced. The City adopted an updated "Zoning Ordinance" in January 2006 that prohibits the installation of new billboards BMC Section 17.36.060(D). Prior to that update, the City's regulations also prohibited billboards. However, a few billboard installations were permitted through approval of a conditional use permit and a variance. The existing billboards are considered legal non-conforming and may not be upgraded under the present non-conforming policy of the Zoning Ordinance BMC Chapter 17.88.

Also, State of California regulations prohibit the placement of billboards adjacent to a designated "scenic highway" or "landscaped freeway." See Attachment 6 – Outdoor Advertising Act, Sections 5440 and 5440.1. Please note that I-10 through the pass area is eligible as a state scenic highway; however, it is not officially designated as such at this time. Highway 243 from the City of Banning city limits to Highway 74 is designated as a scenic highway. Portions of Interstate 10 in the City of Banning are designated as a "landscaped freeway" (Attachment 9).

Issues and Opportunities

A number of cities in Southern California have taken advantage of a state law that allows a city to enter into a relocation agreement with billboard advertisers. See Attachment 6, Section 5412. Staff is recommending revising the sign portion of the Zoning Ordinance in order to provide incentives that meet both the needs of the community and the economic interests of those involved with this issue (property owners and billboard owners).

The proposed revision would allow no new billboard installations, except that it would allow upgrades to an existing billboard subject to a billboard relocation agreement that would require the removal of existing billboards, in exchange for the construction of a digital technology billboard. This recommendation includes design requirements to be approved by City Council in the relocation agreement and by resolution.

Digital Billboards and Changeable Message Displays

This new technology is giving advertisers the unparalleled ability to change their ad messages quickly and efficiently. Many advertisers offer the digital billboards for public service announcements and for community information. This could include safety alerts such as those issued by the State of California in connection with AMBER alerts[1]; and, publicizing local events like Stagecoach Days. Lamar Outdoor Advertising has provided a letter to the City highlighting their position regarding proposed changes to the City's sign regulations (Attachment 10).

[1] "AMBER" stands for "America's Missing: Broadcast Emergency Response." In short, it is a child abduction notification system.

An example of a newly constructed digital billboard is shown in Attachment 8 of this report. It is located in San Bernardino along Interstate 10. Notice that the sign includes an architectural base that enhances the appearance of the installation.

Digital billboards are updated electronically through a variety of methods. Some are networked together, most are operated remotely, and all of them can be updated quickly, sometimes with just the click of a computer mouse. A major concern with digital billboards is the brightness of the electronic displays. Current technology permits the automatic adjustment of the display to balance the brightness with the available ambient light at any given time.

Digital billboards, when they replace off-site advertising structures, become exponentially more valuable. Traditional billboards rent by the week or month. Digital billboards rent by increments of minutes, often seconds. Thus, any time that a city wants to remove a billboard by eminent domain, the cost of doing so will be significant, if not prohibitive. Amortization provisions in the municipal code are unenforceable, based on Section 5412; however, any amortization provisions entered into as part of the relocation agreement are valid, at least under the Outdoor Advertising Act.

There is some concern that drivers may be distracted by digital billboards. At this time, there is not enough evidence to determine whether electronic billboards are dangerously distracting to drivers. This is from the Federal Highway Administration:

> *In summary, from the perspective of strict statistical hypothesis testing, the present literature review is inconclusive with regard to demonstrating a possible relationship between driver safety and [Commercial Electronic Variable Message Signs] exposure. From this perspective, the more stringent restrictions on the placement of billboards found in other countries might be regarded as a conservative precautionary measure, erring on the side of protecting public health from a possible but unproven threat and not as a response to an established driving safety hazard. That is not to say that such a conservative approach is inappropriate, but it should be acknowledged as such.*

Section 2.7.1, *The Possible Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction*, Federal Highway Administration, Updated September 5, 2014. (http://www.fhwa.dot.gov/real_estate/oac/possible_effects/cevms00.cfm).

Design Guidelines

It is strongly recommended that guidelines be developed to determine under what objective circumstances relocation agreements should be entered into. Objective criteria are necessary to ensure the validity of the proposed text amendment, as guidelines or discretionary criteria will vest too much discretion in city staff or city officials such that it would be in violation of freedom of speech laws. Therefore, the design guidelines provided in the Resolution serve to remedy this concern (Attachment 2).

PROPOSED AMENDMENTS TO THE SIGN REGULATIONS:

*Amend Section **17.36.030 Definitions** by adding the following:*

Billboard. See outdoor advertising sign.

Electronic message center means a sign having the capability of presenting variable advertising message displays by projecting an electronically controlled light pattern against a contrasting background, and which can be programmed to change such message display periodically. An electronic message center is neither an animated sign nor a simulated motion sign.

Outdoor advertising structure (Billboard) means any sign with a commercial message, other than a directional sign, which directs attention to a business, commodity, service or entertainment conducted, sold or offered elsewhere than upon the premises where the sign is located, or to which it is affixed. Commercial copy on any outdoor advertising sign may be replaced with noncommercial copy. Outdoor advertising structures/billboards shall not include subdivision or tract signs (see Section 17.36.080), signage affiliated with solar powered electric vehicle charging stations, or signs installed pursuant to a city sign program.

Pylon sign. A freestanding sign that is permanently supported by one or more uprights, braces, or poles, or other similar structural components that are architecturally compatible with the main structure of the site.

Relocated billboard. An existing billboard that is located in the city that is relocated through a City Council approved Relocation Agreement. The relocated billboard is not considered a new outdoor advertising sign.

Amend Section **17.36.060 Prohibited signs** by amending paragraph (D) as follows:

The following signs are inconsistent with the sign standards set forth in this chapter, and are therefore prohibited:

(D) Billboards or Outdoor advertising signs. However, notwithstanding any other provision of this chapter, and consistent with the California Business & Professions Code Outdoor Advertising Act provisions, billboards or outdoor advertising signs, including electronic message centers, electronic message boards, and changeable message boards, may be considered and constructed as part of a relocation agreement requested by the city and entered into between the city and a billboard and/or property owner. The replacement of a static billboard face with an electronic message center, electronic message board, or changeable message board shall be considered a relocation for purposes of this section. Such agreements may be approved by resolution of the City Council upon terms that are agreeable to the city in their sole and absolute discretion including any design guidelines. The execution of a relocation agreement shall not operate to change the status of any billboard as a nonconforming use for purposes of this code.

Add the following Sections:

17.36.180 Signs within adopted specific plan areas.
Signs within adopted specific plan areas shall conform to the sign requirements as indicated within the individual specific plan. However, in the event sign requirements are not provided in the individual specific plans, all signs within the specific plan areas shall conform to the provisions of Chapter 17.36. If the land use within the specific plan is not specifically identified in the Zoning Ordinance, the most appropriate (closely related) use of the area shall apply, as determined by the Community Development Director.

17.36.190 Flags, banners and pennants on city-owned light poles.
Notwithstanding §17.36.070, the City of Banning may install flags, banners, and/or pennants on city-owned utility poles. The City Manager shall establish a written banner program to regulate the installation of flags, banners, and pennants on City-owned utility poles. Banners and pennants shall be installed in compliance with the banner program established by the City Manager."

In addition to those things negotiated and agreed to by the respective parties for billboard relocation agreements, the following design guidelines are recommended to be adopted by City Council in a resolution:

1. Consideration of a relocated billboard and a relocation agreement allowing an electronic message center will require the removal of at least one existing billboard for each electronic message center face.

2. The scenic view south of Interstate 10 from Sunset to Hargrave should be preserved as there are no existing billboards at this location.

3. As long as the company operating the billboard with electronic messaging within the City, the City shall have the right to place public service announcements on any such electronic messaging center. The limits on public service announcements will be stipulated in the relocation agreement.

4. The relocation agreement should prohibit the use of onsite electric generators to power the digital billboards for normal operations.

5. The sign face for any relocated billboard shall not overhang onto Interstate 10 or any other state highway.

6. The relocated billboard shall be shielded to prevent light or glare intrusion onto adjoining properties that are located within five-hundred (500) feet of such relocated billboard.

7. Message changes on any electronic message center shall limited to one message every six (6) seconds, or that allowed by the California Department of Transportation, whichever is greater.

8. No electronic message center shall simulate motion or exhibit any images or series of image that could be considered "animated" in any way, including but not limited to

sequential still images that update faster than once every 6 seconds. No electronic message center shall contain any flashing, sparkling, intermittent, or moving lights. There shall be no flashing or scrolling messages. Changes in color or light intensity on a still image or message at a rate faster than once every 6 seconds are also not permitted.

9. Each electronic message center shall contain automatic dimmers that maintain a maximum luminance of 7,500 nits during the daylight hours, and 500 nits from dusk (official sunset) to sunrise and during times of fog (One nit is equivalent to one candela per square meter.). Each electronic message center shall be equipped with a mechanism to monitor brightness.

10. A relocated billboard shall not be illuminated between the hours of 11 p.m. to 5 a.m. when located within five-hundred (500) feet of an existing residential property, or residentially zoned property.

11. The City shall have the right to place emergency service announcements on any such electronic messaging center. The limits on emergency service announcements will be stipulated in the relocation agreement.

12. The advertiser shall agree not to display advertising for adult entertainment, mud wrestling, alcohol (except beer and wine), tobacco products of any type, or other content that could be reasonably considered sexually explicit or pornographic by community standards. Objectionable advertising shall be stipulated in the relocation agreement.

13. Relocated billboards shall not be allowed in the Downtown Commercial (DC) zoning district.

14. Relocated billboards shall require permit approval through the Building and Safety Division, Caltrans, the Riverside County Airport Land Use Commission if located within a compatibility zone, and any other responsible agency.

15. Whenever practicable, relocated billboards should include architectural enhancements that add aesthetic appeal to the relocated billboard.

16. Relocated billboards shall not exceed 55 feet in height. Consideration to reducing the height of any proposal shall be required to minimize impacts to scenic vistas. This may be accomplished through the submittal of written plans and photographic simulations.

17. Relocated billboards shall not exceed a face area of 14 feet by 48 feet.

ENVIRONMENTAL DETERMINATION:

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the

City Council has analyzed proposed Zone Text Amendment No. 15-97505 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA. The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97505 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

REQUIRED FINDINGS OF APPROVAL FOR ZONE TEXT AMENDMENT NO. 15-97505:

The California Government Code and Section 17.116.050 of the City of Banning Zoning Ordinance require that Zone Text Amendments meet certain findings prior to recommendation of approval by the Planning Commission and approval by the City Council. The following findings are provided in support of the approval of the Zone Text Amendment No. 15-97505.

Finding No. 1: *Proposed Zone Text Amendment No. 15-97505 is consistent with the goals and policies of the General Plan.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97505 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in meeting some of the objectives of the General Plan and more specifically that of the Economic Development Element.

The primary Economic Development Element Goal is to provide *"A balanced, broadly-based economy that provides a full range of economic and employment opportunities, while maintaining high standards of development and environmental protection"* The proposed amendments to sign regulations of the Zoning Ordinance are intended to allow development of properties occupied by existing billboards or outdoor advertising signs by allowing the City Council to enter into relocation agreements with owners. By allowing relocations, an opportunity is created to establish additional retail development along the City's highway

serving commercial corridor creating a potential for increased sales tax revenue and job creation. Zone Text Amendment No. 15-97505 does not propose to amend or change the existing development standards of the Zoning Ordinance. Therefore, the proposed zone text amendments will help meet the objective of the primary economic development goal of benefiting the economy while maintaining high development standards.

Furthermore, Economic Development Policy 6 states *"Encourage and facilitate highway-serving commercial development at appropriate Interstate-10 interchanges within the City limits"* (GP p. III-43). The proposed amendments to the sign regulations are intended to encourage and facilitate highway serving commercial development by allowing the relocation of billboards or outdoor advertising signs that would otherwise prevent development due to the potential loss of the advertising asset. Therefore, the proposed zone text amendments will foster improvements not just at the interchanges but along the entire commercial corridor.

Finding No. 2: *Proposed Zone Text Amendment No. 15-97505 is internally consistent with the Zoning Ordinance.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97505 is consistent with the purpose and objective of the Zoning Ordinance to ensure orderly development of all lands within the city to protect the public health, safety, and welfare. This is accomplished by allowing relocation agreements as approved by City Council resolution whereby the advertising asset may be preserved while facilitating development in accordance with the City's existing Zoning Ordinance and development standards.

Furthermore, where clarification is needed in regard to other sign types and more specifically future or existing specific plan sign approvals; and, the allowing of banners on city owned facilities which is a past practice of the City, the proposed amendments include Section 17.36.180 and Section 17.36.190 respectively, setting forth regulations intended to maintain consistency within the sign regulations of the Zoning Ordinance.

Finding No. 3: *The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.*

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97505 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is*

not subject to CEQA. The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97505 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

PUBLIC COMMUNICATION:

The proposed Zone Text Amendment was advertised in the Record Gazette newspaper on November 27, 2015 (Attachment 4). As of the date of this report, staff has not received any verbal or written comments for or against the proposal.

FISCAL IMPACT: There are no direct fiscal impacts related to this action. However, it is anticipated that the proposed changes to the sign regulations will allow development of commercial properties along Interstate 10 thus adding to retail sales tax revenue.

Prepared By:

Brian Guillot
Acting Community Development Director

Approved By:

Michael Rock
City Manager

ATTACHMENTS:

1. Ordinance No. 1493
2. Resolution No. 2015-96
3. PC Resolution No. 2015-12
4. Public Hearing Notice
5. Minutes Joint Study Session held September 22, 2015
6. Copy of Outdoor Advertising Act – State of California
7. Copy of Chapter 17.36 sign regulations
8. Photograph of existing digital billboard in San Bernardino
9. Designated as a "landscaped freeway" list
10. Lamar letter dated May 4, 2015

ATTACHMENT 1

(Ordinance No. 1493)

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ORDINANCE NO. 1493

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING CATEGORICAL EXEMPTION AND ZONE TEXT AMENDMENT NO. 15-97505 AMENDING THE SIGN REGULATIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE BANNING MUNICIPAL CODE) TO ALLOW THE RELOCATION OF EXISTING BILLBOARDS OR OUTDOOR ADVERTISING SIGNS IN ACCORDANCE WITH THE OUTDOOR ADVERTISING ACT

WHEREAS, on February 14, 2006, the City Council of the City of Banning adopted Ordinance No. 1339 approving Zone Change 03-3501 repealing the existing zoning ordinance and adopting the new Zoning Ordinance that included sign regulations; and

WHEREAS, the new Zoning Ordinance and included sign regulations makes no provision for the relocation of existing billboards or outdoor advertising signs as allowed by the Outdoor Advertising Act (Business and Professions Code §5412); and

WHEREAS, the State of California desires to encourage local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communication; and

WHEREAS, cities are specifically empowered to enter into relocation agreements on whatever terms are agreeable to the display owner and the city and to adopt ordinances or resolutions providing for the relocation of displays; and

WHEREAS, the City Council has authority per Chapter 17.116 (Zoning Ordinance Amendments) of the City of Banning Municipal Code to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, on _____ during a duly advertised public hearing, the Planning Commission adopted Resolution No. 2015-_____ recommending to the City Council the adoption of Ordinance No. 1493 approving the Categorical Exemption and Zone Text Amendment No. 15-97505; and

WHEREAS, on the _____th day of _____ the City gave public notice as required under Chapter 17.68 (Hearings and Appeals) of the City of Banning Municipal Code by advertising in the Record Gazette newspaper of the holding of a public hearing at which the Categorical Exemption and Zone Text Amendment would be considered; and

WHEREAS, on the _____th day of _____ the City Council held the noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the proposed amendments, and at which time the City Council considered the Categorical Exemption and Zone Text Amendment No. 15-97505; and

WHEREAS, at this public hearing on the _____th day of _____ the City Council considered and heard public comments on the proposed Categorical Exemption and Zone Text Amendment; and

WHEREAS, the City Council has carefully considered all pertinent documents and the staff report offered in this case as presented at the public hearing held on the _____th day of _____.

NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Banning as follows:

SECTION 1. ENVIRONMENTAL.

California Environmental Quality Act (CEQA)

In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97505 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA. The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97505 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)

The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Ordinance will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS.

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zone Text Amendments meet certain findings prior to the approval by the City Council. The following findings are provided in support of the approval of the Zone Text Amendment No. 15-97505.

Finding No. 1: *Proposed Zone Text Amendment No. 15-97505 is consistent with the goals and policies of the General Plan.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97505 is consistent with the goals and policies of the General Plan, insofar as the General Plan designations and Zoning designations within the City will not change, and the text amendments will result in meeting some of the objectives of the General Plan and more specifically that of the Economic Development Element.

The primary Economic Development Element Goal is to provide *"A balanced, broadly-based economy that provides a full range of economic and employment opportunities, while maintaining high standards of development and environmental protection"* The proposed amendments to sign regulations of the Zoning Ordinance are intended to allow development of properties occupied by existing billboards or outdoor advertising signs by allowing the City Council to enter into relocation agreements with owners. By allowing relocations, an opportunity is created to establish additional retail development along the City's highway serving commercial corridor creating a potential for increased sales tax revenue and job creation. Zone Text Amendment No. 15-97505 does not propose to amend or change the existing development standards of the Zoning Ordinance. Therefore, the proposed zone text amendments will help meet the objective of the primary economic development goal of benefiting the economy while maintaining high development standards.

Furthermore, Economic Development Policy 6 states *"Encourage and facilitate highway-serving commercial development at appropriate Interstate-10 interchanges within the City limits"* (GP p. III-43). The proposed amendments to the sign regulations are intended to encourage and facilitate highway serving commercial development by allowing the relocation of billboards or outdoor advertising signs that would otherwise prevent development due to the potential loss of the advertising asset. Therefore, the proposed zone text amendments will foster improvements not just at the interchanges but along the entire commercial corridor.

Finding No. 2: *Proposed Zone Text Amendment No. 15-97505 is internally consistent with the Zoning Ordinance.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97505 is consistent with the purpose and objective of the Zoning Ordinance to ensure orderly development of all lands within the city to protect the public health, safety, and welfare. This is accomplished by allowing relocation agreements as approved by City Council resolution whereby the advertising asset may be preserved while facilitating development in accordance with the City's existing Zoning Ordinance and development standards.

Furthermore, where clarification is needed in regard to other sign types and more specifically future or existing specific plan sign approvals; and, the allowing of banners on city owned facilities which is a past practice of the City, the proposed amendments include Section 17.36.180 and Section 17.36.190 respectively, setting forth regulations intended to maintain consistency within the sign regulations of the Zoning Ordinance.

Finding No. 3: *The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.*

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97505 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97505 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. CITY COUNCIL ACTION.

The City Council hereby takes the following actions:

1. **Adoption of Categorical Exemption.** In accordance with Public Resources Code Section 21006 and CEQA Guidelines Section 15061 the City Council hereby adopts the Categorical Exemption prepared pursuant to CEQA Guidelines Section 15061(b)(3) for Zone Text Amendment No. 15-97505.

2. **Approve Zone Text Amendment No. 15-97505.**

*Amend Section **17.36.030 Definitions** by adding the following:*

"**Billboard**. See outdoor advertising sign.

Electronic message center means a sign having the capability of presenting variable advertising message displays by projecting an electronically controlled light pattern against a contrasting

background, and which can be programmed to change such message display periodically. An electronic message center is neither an animated sign nor a simulated motion sign.

Outdoor advertising structure (Billboard) means any sign with a commercial message, other than a directional sign, which directs attention to a business, commodity, service or entertainment conducted, sold or offered elsewhere than upon the premises where the sign is located, or to which it is affixed. Commercial copy on any outdoor advertising sign may be replaced with noncommercial copy. Outdoor advertising structures/billboards shall not include subdivision or tract signs (see Section 17.36.080), signage affiliated with solar powered electric vehicle charging stations, or signs installed pursuant to a city sign program.

Pylon sign. A freestanding sign that is permanently supported by one or more uprights, braces, or poles, or other similar structural components that are architecturally compatible with the main structure of the site.

Relocated billboard. An existing billboard that is located in the city that is relocated through a City Council approved Relocation Agreement. The relocated billboard is not considered a new outdoor advertising sign."

*Amend Section **17.36.060 Prohibited signs** by amending paragraph (D) as follows:*

The following signs are inconsistent with the sign standards set forth in this chapter, and are therefore prohibited:

"(D) Billboards or Outdoor advertising structures. However, notwithstanding any other provision of this chapter, and consistent with the California Business & Professions Code Outdoor Advertising Act provisions, billboards or outdoor advertising signs, including electronic message centers, electronic message boards, and changeable message boards, may be considered and constructed as part of a relocation agreement requested by the city and entered into between the city and a billboard and/or property owner. The replacement of a static billboard face with an electronic message center, electronic message board, or changeable message board shall be considered a relocation for purposes of this section. Such agreements may be approved by resolution of the City Council upon terms that are agreeable to the city, pursuant to administrative guidelines, as adopted by the City Council resolution. The execution of a relocation agreement shall not operate to change the status of any billboard as a nonconforming use for purposes of this code."

Add the following Sections:

"17.36.180 Signs within adopted specific plan areas.
Signs within adopted specific plan areas shall conform to the sign requirements as indicated within the individual specific plan. However, in the event sign requirements are not provided in

the individual specific plans, all signs within the specific plan areas shall conform to the provisions of Chapter 17.36. If the land use within the specific plan is not specifically identified in the Zoning Ordinance, the most appropriate (closely related) use of the area shall apply, as determined by the Community Development Director.

17.36.190 Flags, banners and pennants on city-owned light poles.
Notwithstanding §17.36.070, the City of Banning may install flags, banners, and/or pennants on city-owned utility poles. The City Manager shall establish a written banner program to regulate the installation of flags, banners, and pennants on City-owned utility poles. Banners and pennants shall be installed in compliance with the banner program established by the City Manager."

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. PUBLICATION; EFFECTIVE DATE.

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California.

PASSED, APPROVED, AND ADOPTED this ___day of _____, 2015.

_____
Deborah Franklin, Mayor
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Lona Laymon, City Attorney
Aleshire & Wynder, LLP

ATTEST:

_____
Marie A. Calderon, City Clerk
City of Banning, California

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1493 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the _____ day of _____, 2015, and was duly adopted at a regular meeting of said City Council on the _____ day of _____, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marie A. Calderon, City Clerk
City of Banning, California

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ATTACHMENT 2

(Resolution No. 2015-96)

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RESOLUTION NO. 2015-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING DESIGN GUIDELINES FOR BILLBOARD OR OUTDOOR ADVERTISING SIGN RELOCATION AGREEMENTS IN ACCORDANCE WITH THE SIGN REGULATIONS OF THE ZONING ORDINANCE AND THE OUTDOOR ADVERTISING ACT

WHEREAS, on February 14, 2006, the City Council of the City of Banning adopted Ordinance No. 1339 approving Zone Change 03-3501 repealing the existing zoning ordinance and adopting the new Zoning Ordinance that included sign regulations; and

WHEREAS, the new Zoning Ordinance and included sign regulations makes no provision for the relocation of existing billboards or outdoor advertising signs as allowed by the Outdoor Advertising Act (Business and Professions Code §5412); and

WHEREAS, State of California desires to encourage local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communication; and

WHEREAS, cities are specifically empowered to enter into relocation agreements on whatever terms are agreeable to the display owner and the city and to adopt ordinances or resolutions providing for the relocation of displays; and

WHEREAS, sign regulations of the Zoning Ordinance now makes provisions for approval of relocation agreements by City Council through adoption of Ordinance No. 1493;

WHEREAS, the City Council desires to establish design guidelines for billboard, or outdoor advertising relocation agreements;

NOW THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order that in addition to those things negotiated and agreed to by the respective parties for billboard relocation agreements, the following design guidelines are approved:

1. Consideration of a relocated billboard and a relocation agreement allowing an electronic message center will require the removal of at least one existing billboard for each electronic message center face.

2. The scenic view south of Interstate 10 from Sunset to Hargrave should be preserved as there are no existing billboards at this location.

3. The City shall have the right to place public service announcements on any such electronic messaging center. The limits on public service announcements will be stipulated in the relocation agreement.

4. The relocation agreement should prohibit the use of onsite electric generators to power the digital billboards for normal operations.

5. The sign face for any relocated billboard shall not overhang onto Interstate 10 or any other state highway.

6. The relocated billboard shall be shielded to prevent light or glare intrusion onto adjoining properties that are located within five-hundred (500) feet of such relocated billboard.

7. Message changes on any electronic message center shall limited to one message every six (6) seconds, or that allowed by the California Department of Transportation, whichever is greater.

8. No electronic message center shall simulate motion or exhibit any images or series of image that could be considered "animated" in any way, including but not limited to sequential still images that update faster than once every 6 seconds. No electronic message center shall contain any flashing, sparkling, intermittent or moving lights. There shall be no flashing or scrolling messages. Changes in color or light intensity on a still image or message at a rate faster than once every 6 seconds are also not permitted.

9. Each electronic message center shall contain automatic dimmers that maintain a maximum luminance of 7,500 nits during the daylight hours, and 500 nits from dusk (official sunset) to sunrise and during times of fog (One nit is equivalent to one candela per square meter.). Each electronic message center shall be equipped with a mechanism to monitor brightness.

10. A relocated billboard shall not be illuminated between the hours of 11 p.m. to 5 a.m. when located within five-hundred (500) feet of an existing residential property, or residentially zoned property.

11. The City shall have the right to place emergency service announcements on any such electronic messaging center. The limits on emergency service announcements will be stipulated in the relocation agreement.

12. The advertiser shall agree not to display advertising for adult entertainment, mud wrestling, alcohol (except beer and wine), tobacco products of any type, or other content that could be reasonably considered sexually explicit or pornographic by community standards. Objectionable advertising shall be stipulated in the relocation agreement.

13. Relocated billboards shall not be allowed in the Downtown Commercial (DC) zoning district.

14. Relocated billboards shall require permit approval through the Building and Safety Division, Caltrans, the Riverside County Airport Land Use Commission if located within a compatibility zone, and any other responsible agency.

15. Whenever practicable, relocated billboards should include architectural enhancements that add aesthetic appeal to the relocated billboard.

16. Relocated billboards shall not exceed 55 feet in height. Consideration to reducing the height of any proposal shall be required to minimize impacts to scenic vistas. This may be accomplished through the submittal of written plans and photographic simulations.

17. Relocated billboards shall not exceed a face area of 14 feet by 48 feet.

PASSED, APPROVED AND ADOPTED this th day of , 2015.

Deborah Franklin, Mayor

City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona Laymon, City Attorney
Aleshire and Wynder, LLP.

ATTEST:

Marie A. Calderon, City Clerk
City of Banning, California

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-96 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the th day of , 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

Marie A. Calderon, City Clerk
City of Banning, California

ATTACHMENT 3

(PC Resolution No. 2015-12)

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RESOLUTION NO. 2015-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA, RECOMMENDING APPROVAL TO THE CITY COUNCIL OF CATEGORICAL EXEMPTION AND APPROVAL OF ZONE TEXT AMENDMENT (ZTA) #15-97505 AMENDING THE SIGN REGULATIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE BANNING MUNICIPAL CODE) TO ALLOW THE RELOCATION OF EXISTING BILLBOARDS OR OUTDOOR ADVERTISING SIGNS IN ACCORDANCE WITH THE OUTDOOR ADVERTISING ACT

WHEREAS, on February 14, 2006, the City Council of the City of Banning adopted Ordinance No. 1339 approving Zone Change 03-3501 repealing the existing zoning ordinance and adopting the new Zoning Ordinance that included sign regulations; and

WHEREAS, the new Zoning Ordinance and included sign regulations makes no provision for the relocation of existing billboards or outdoor advertising signs as allowed by the Outdoor Advertising Act (Business and Professions Code §5412); and

WHEREAS, State of California desires to encourage local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communication; and

WHEREAS, cities are specifically empowered to enter into relocation agreements on whatever terms are agreeable to the display owner and the city and to adopt ordinances or resolutions providing for the relocation of displays; and

WHEREAS, the Planning Commission has authority pursuant to Section 17.116.030 (Planning Commission Action on Amendments) of the City of Banning Municipal Code to make a written recommendation to the City Council to approve, approve with modifications, or disapprove amendments to the Zoning Ordinance; and

WHEREAS, the City Council has reviewed the proposed Zone Text Amendment for compliance with the California Environmental Quality Act (CEQA) and it is determined that Zone Text Amendment No. 15-97502 is not a 'project" under CEQA Guidelines 15061(b)(3); and

WHEREAS, on October 23, 2015, the City gave public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the project, which included the Categorical Exemption and Zone Text Amendment No. 15-97505; and

WHEREAS, on November 4, 2015, the Planning Commission held the noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition

to, the project, and at which the Planning Commission considered the Categorical Exemption and Zone Text Amendment No. 15-97505.

NOW THEREFORE, the Planning Commission of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1. ENVIRONMENTAL FINDINGS.

The following environmental findings are made and supported by substantial evidence on the record before the Planning Commission, including and incorporating all evidence in the staff report and attendant attachments thereto:

California Environmental Quality Act (CEQA)
In accordance with the requirements of the California Environmental Quality Act (CEQA), the Planning Commission has analyzed proposed Zone Text Amendment No. 15-97505 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97505 may have a significant adverse effect on the environment, and thus the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Multiple Species Habitat Conservation Plan (MSHCP)
The amendments to the Zoning Ordinance do not relate to any one physical project and are not subject to the MSHCP. Further, projects that may be subject to this Resolution will trigger individual project analysis and documentation related to the requirements of MSHCP including mitigation through payment of the MSHCP Mitigation Fee.

SECTION 2. REQUIRED FINDINGS FOR ZONE TEXT AMENDMENT NO. 15-97505.

The California Government Code and Section 17.116.050 (Findings) of the City of Banning Municipal Code require that Zone Text Amendments meet certain findings prior to recommendation of approval by the Planning Commission and approval by the City Council. The Planning Commission hereby makes the following findings, as supported by substantial evidence on the record including and incorporating all facts and evidence in the staff report and its attendant attachments, in support of the recommendation for approval of the Zone Text Amendment No. 15-97505:

Finding No. 1: *Proposed Zone Text Amendment No. 15-97505 is consistent with the goals and policies of the General Plan.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97505 is consistent with the goals and policies of the General Plan, insofar as the General Plan

designations and Zoning designations within the City will not change, and the text amendments will result in meeting some of the objectives of the General Plan and more specifically that of the Economic Development Element.

The primary Economic Development Element Goal is to provide *"A balanced, broadly-based economy that provides a full range of economic and employment opportunities, while maintaining high standards of development and environmental protection"* The proposed amendments to sign regulations of the Zoning Ordinance are intended to allow development of properties occupied by existing billboards or outdoor advertising signs by allowing the City Council to enter into relocation agreements with owners. By allowing relocations, an opportunity is created to establish additional retail development along the City's highway serving commercial corridor creating a potential for increased sales tax revenue and job creation. Zone Text Amendment No. 15-97505 does not propose to amend or change the existing development standards of the Zoning Ordinance. Therefore, the proposed zone text amendments will help meet the objective of the primary economic development goal of benefiting the economy while maintaining high development standards.

Furthermore, Economic Development Policy 6 states *"Encourage and facilitate highway-serving commercial development at appropriate Interstate-10 interchanges within the City limits"* (GP p. III-43). The proposed amendments to the sign regulations are intended to encourage and facilitate highway serving commercial development by allowing the relocation of billboards or outdoor advertising signs that would otherwise prevent development due to the potential loss of the advertising asset. Therefore, the proposed zone text amendments will foster improvements not just at the interchanges but along the entire commercial corridor.

Finding No. 2: *Proposed Zone Text Amendment No. 15-97505 is internally consistent with the Zoning Ordinance.*

Findings of Fact: Proposed Zone Text Amendment No. 15-97505 is consistent with the purpose and objective of the Zoning Ordinance to ensure orderly development of all lands within the city to protect the public health, safety, and welfare. This is accomplished by allowing relocation agreements as approved by City Council resolution whereby the advertising asset may be preserved while facilitating development in accordance with the City's existing Zoning Ordinance and development standards.

Furthermore, where clarification is needed in regard to other sign types and more specifically future or existing specific plan sign approvals; and, the allowing of banners on city owned facilities which is a past practice of the City, the proposed amendments include Section 17.36.180 and Section

17.36.190 respectively, setting forth regulations intended to maintain consistency within the sign regulations of the Zoning Ordinance.

Finding No. 3: *The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.*

Findings of Fact: In accordance with the requirements of the California Environmental Quality Act (CEQA), the City Council has analyzed proposed Zone Text Amendment No. 15-97505 and has determined that it is Categorically Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. *Where, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; the activity is not subject to CEQA.* The amendments to the Zoning Ordinance do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that Zone Text Amendment No. 15-97505 may have a significant adverse effect on the environment, and thus the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 3. PLANNING COMMISSION ACTION.

The Planning Commission hereby takes the following action:

Adoption of Planning Commission Resolution No. 2015-12:

1. Recommending to the City Council the adoption of a Categorical Exemption for Zone Text Amendment No. 15-97505; and

2. Recommending to the City Council the adoption of Ordinance No. 1493 approving Zone Text Amendment No. 15-97505 and Resolution No. 2015-96 Establishing Design Guidelines.

PASSED, APPROVED AND ADOPTED this 4th day of November 2015.

David Ellis, Chairman
Banning Planning Commission

APPROVED AS TO FORM
AND LEGAL CONTENT:

Robert Khuu
Aleshire & Wynder, LLP
Assistant City Attorney
City of Banning, California

ATTEST:

Sandra Calderon, Recording Secretary
City of Banning, California

CERTIFICATION:

I, Sandra Calderon, Recording Secretary of the Planning Commission of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 2015-12, was duly adopted by the Planning Commission of the City of Banning, California, at a regular meeting thereof held on the 4th day of November, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Recording Secretary
City of Banning, California

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ATTACHMENT 4

(Public Hearing Notice)

Record Gazette
218 N. Murray St.

Proof of Publication

(2015.5 C.C.P.)

125438 - ORDINANCE NO. 1493

State of California)
County of Riverside) ss.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

November 27, 2015

Executed on: 11/27/2015

At Banning ,CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

NOTICE OF
PUBLIC HEARING
PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held on Tuesday, December 8, 2015, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the following:
ORDINANCE NO. 1493: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING CATEGORICAL EXEMPTION AND ZONE TEXT AMENDMENT NO. 15-97505 AMENDING THE SIGN REGULATIONS OF THE ZONING ORDINANCE (TITLE 17 OF THE BANNING MUNICIPAL CODE) TO ALLOW THE RELOCATION OF EXISTING BILLBOARDS OR OUTDOOR ADVERTISING SIGNS IN ACCORDANCE WITH THE OUTDOOR ADVERTISING ACT
Information regarding the Categorical Exemption proposal can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning. A full copy of Ordinance No. 1493 and Chapter 17.36 of the Banning Municipal Code are available and open to public inspection at the Office of the City Clerk, 99 East Ramsey Street, Banning, California. All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the City Clerk of the City of Banning at P.O. Box 998, Banning, California, 92220. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).
BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA
Brian Guillot
Acting Community
Development Director
Dated: November 24, 2015 Publish:November 27, 2015
Published in
The Record Gazette
No. 125438
11/27, 2015

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ATTACHMENT 5

(Minutes Joint Study Session September 22, 2015)

Policy Direction
Comments/Issues brought forward during the Joint Study Session
City Council-Planning Commission
September 22, 2015

Re: Billboards or outdoor advertising signs

1. The proposed sign regulation changes should include a requirement for maintenance of the billboards.

Section 17.36.100 of the existing sign regulations already addresses this comment in significant detail; and, the maintenance requirements of the existing code would apply to billboards or outdoor advertising signs.

2. The scenic view south of Interstate 10 from Sunset to Hargrave should be preserved as there are no existing billboards at this location.

Staff will recommend that the City Council adopt design guidelines to address this comment.

3. Any exchange of a digital billboard for an existing billboard should include the square footage of the existing billboard advertising face, not just the sign face or structure.

Staff received additional comments from City Council and Planning Commission at the joint study session requesting that any design guidelines for a relocation agreement allow a single sign owner the ability to enter into relocation agreement. This would seem to preclude the examination of the square footage in exchange for a relocation. However, staff can recommend to City Council that the square foot of the sign face be considered as a design guideline for relocation agreements.

4. The City should reserve time in each relocation agreement for promotion of local events.

This will be incorporated into the design guidelines recommended to be adopted by City Council.

5. The City should require the relocation agreement to include advertising for local businesses at a discounted or reduced rate.

The City Attorney has advised that this requirement would be problematic as it we need to apply conditions for relocating a billboard even-handedly.

6. The exchange formula (existing billboard for a digital billboard) should only require one billboard as a minimum requirement for exchange, as requiring more than one exchange is not fair to those who own just one billboard.

This will be incorporated into the design guidelines recommended to be adopted by City Council.

7. As a source of revenue, the city should institute an outdoor advertising tax for each existing billboard and any proposed relocations.

The City Attorney has advised that this action would require a voter approval for local tax levies. This would require additional direction from City Council

8. The scenic view should be valued above all relocations and not block the view of the mountains.

This will be incorporated into the design guidelines recommended to be adopted by City Council.

9. The relocation agreement should prohibit the use of electric generators to power the digital billboards.

This will be incorporated into the design guidelines recommended to be adopted by City Council.

bg

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MINUTES 09/22/15

CITY COUNCIL SPECIAL MEETING

BANNING, CALIFORNIA

A special joint meeting of the Banning City Council and the Banning Planning Commission was called to order by Mayor Franklin on September 22, 2015 at 3:01 p.m. at the Banning Civic Center Large Conference Room, 99 E. Ramsey Street, Banning, California.

COUNCIL MEMBERS PRESENT:	Councilmember Miller
	Councilmember Moyer
	Councilmember Peterson
	Councilmember Welch
	Mayor Franklin
COUNCIL MEMBERS ABSENT:	None
COMMISSIONERS PRESENT:	Commissioner Briant
	Commissioner Ellis
	Commissioner Krick
	Commissioner Price
COMMISSIONERS ABSENT:	Chairman Shaw
OTHERS PRESENT:	Dean Martin, Interim City Manager/Interim Administrative Services Dir.
	Brian Guillot, Acting Community Development Dir.
	Sandra Calderon,
	Sonja De La Fuente, Office Specialist
	Marie A. Calderon, City Clerk

WORKSHOP REPORTS

1. Economic Development – Billboards or Outdoor Advertising Signs

Acting Director Guillot addressed the Council and the Commissioners seeking a policy direction regarding this subject with no action is recommended at this time. Any actions brought forward would go first to the Planning Commission and then to the City Council regarding amending our sign regulations. At this time Action Director Guillot started his power-point presentation on this item (see Exhibit "A" attached). He said what staff is proposing is related to economic development and that is why it was titled as such and has to do with our billboards or outdoor advertising regulations. Currently our regulations prohibit any new billboards. However, we do have conditions where billboards are located on existing vacant parcels of land as shown on the screen. This is an example of the 3500 block of West Ramsey Street where a billboard is located in the commercial zoning district. The land would like to be developed for some retail use perhaps however, if the owner of that sign would want to develop the property and tore the sign down, that would be a complete loss to them of that advertising mechanism. So what staff is proposing is to amend the sign regulations simply to allow a relocation agreement approved by City Council. No new signs are proposed through these changes.

Acting Director Guillot continued with his presentation giving some background on the existing billboards. He needs to hear from the public, the Planning Commission and the Council as to what minimum exchange would we require, how many sign faces would we want traded for the ability to provide the digital billboard technology and that is one of the issues they would need to discuss. He said if there are any other items that should be added to the design guidelines related to this, please let him know. He briefly went over the benefits from changing our sign regulations to allow relocations and said he would appreciate hearing from the Council and the Commission about any other benefits.

Councilmember Welch said he thought he heard that one of things that would be determined is the number for replacement like a 2 for 1 and then the location has to be ratified by Caltrans.

Acting Director Guillot said the reason for that is because we would want Caltrans input on their regulations because there are a number of things in there that are the responsibility of Caltrans. Ultimately, the City is the permitting agency but would want to respect what Caltrans had to say. We wouldn't obviously want to approve a sign in a location that they would come back and say, for example, would be a distraction to the on-ramp or something like that.

Councilmember Welch said the same policies follow that all these signs are actually on private property and not on Caltrans and not on right-of-way. Acting Director Guillot said that was correct.

Councilmember Moyer said he noticed on page three it basically said 2 for 1 but in the presentation you had an example of 3 for 1. He thinks that 2 for 1 is adequate. He asked if any of this would be on City property and if so, do we get any income from it.

Acting Director Guillot said in regards to the question about 2 for 1 or 3 for 1 he did that purposely because he has not concluded a particular formula and wanted to hear from the Council and the Commission regarding that issue. In regards to signs being on City property, in his mind, that would be the best case if we could cooperate with an outdoor advertising company with a sign location because in that case we could generate some revenue for the City.

Councilmember Miller said he didn't quite understand why the signs would be relocated; what would be the reason.

Acting Director Guillot said in the case of his example in the power-point presentation on Slide 2 this sign intrudes into the area where a new building might be placed. For example, at one time he received a pre-application for this particular area for an auto parts facility but the building intruded into the sign so the sign would either have to come down or be relocated. So that is the reason why this would benefit both development and the outdoor advertiser and the City ultimately.

Councilmember Miller said he is not certain which of the various billboards we have that you are talking about. Are you proposing that they all be changed to digital, that some of them be changed to digital and then an agreement be reached amongst the different owners that some of them be digital.

Acting Director Guillot said he is not recommending what type of outdoor advertising sign goes in at all. What he is recommending is that we allow relocation agreements. An outdoor advertiser could ask that a sign be relocated without it being a digital sign and that would be up to them to negotiate that. What they have asked for in these relocation agreements is the ability to enhance their site by going digital. He said to him simply having the State law available in our City would allow relocation agreements of any type.

Mayor Franklin said so basically you are saying right now we don't have that capability because of our current ordinance. Acting Director Guillot said that is correct.

Commissioner Krick asked why the 2 for 1 billboards. Are we trying to get rid of billboards and is that why you have to give up 2. What if an individual owns one billboard and they want to upgrade it and they only have one billboard so they are not able to move it, upgrade it.

Acting Director Guillot said that would depend specifically on what regulations we do adopt. However, yes it is in our advantage to reduce the number of billboards along the interstate. Our General Plan doesn't go specific on this but scenic vistas and other aesthetic parts of this Pass Area are of value to the citizens. We need to balance that scenic vista with encouraging and facilitating business development so reducing the number of billboards in exchange for digital technology would seem to be an advantage both to ourselves as a community and to the advertiser.

Commissioner Krick said included in the packet is a Sample Relocation Agreement from the City of Corona and an interesting fact in that agreement is the payment to the City for a fixed amount of money per year, per changeable message board for the first three years. He doesn't know if the City of Banning at this point in time collects a license fee on billboards and if they get any kind of revenue sharing. In their attachment it refers to revenue sharing as stated on page 79, are we looking to that as a source of income or we are just going to give it to everybody for free.

Acting Director Guillot said he wasn't involved in negotiating the agreement with Corona. He simply presented that to the Commission and Council as an example of what could be negotiated. The agreements would be authorized to be negotiated through City Council. In this particular agreement it looks like maybe the advertiser may have offered this as an incentive. Lamar in their letter offered something different. They wanted to do a location on a City property where they could share the lease

with the City. So whatever mechanism the City Council and those that are negotiating the agreement develop that is what would be used. He doesn't want to limit it to any specific item because then the flexibility that you have in an agreement is lost. Right now the City of Banning collects a business tax from all people who do business but it is small and not significant. How we develop that part of the program depends on the City of Banning and the advertiser in what they are willing to offer so he didn't put forth any specific requirements. The simple part of this is that we need to set guidelines and stick to those and the most important one in reviewing this information is the formula.

Commissioner Krick said on page 10 you are saying this is in the "prohibited section" but it's everything that is prohibited.

Acting Director Guillot said that is what happens in the Municipal Code something is put in a prohibited section and then it will list the exceptions. He knows that it is confusing but that is how "legal speak" often occurs. So in this particular instance it is in the "prohibited part" of our sign code but it is an exception.

Commissioner Krick asked if the signs had to be on metered electricity or can they run on generators.

Acting Director Guillot said generally we require signs to be on metered electricity and he thinks most advertisers would want that because the cost of installing generators with air quality regulations and other expenses far exceeds just having an electric meter but that could be something in the code that we could prohibit any generators to illuminate these signs.

Commissioner Krick said from his standpoint the San Bernardino sign, shown on Slide 5, if somebody is going to redo the sign the enclosed pylon the way that it is designed is much more aesthetically pleasing than just the plain pole.

Acting Director Guillot said he agrees and that is why he included that sign. That is an architectural treatment for the mount and even the building has architectural elements and a decorative kind of fence around it. He said that those are the kinds of comments that he appreciates and he will bring forward those elements.

Commissioner Krick said on the relocation agreement if the sign is of a smaller nature, can it grow into a full-size sign or does it have to stay at the remaining size that it was originally.

Acting Director Guillot said he believes the agreement would define that. In regards to having an existing small sign go up to a larger sign and a single-sided sign being able to go to a double-sided sign is the kind of input he would like to hear from the Council and Commission.

Commissioner Briant said he gets the impression that we are sort of pushing landowners, business owners to adopt the electric as opposed to the signs we have now. Is that correct and over time are we aiming at that direction or is that a direction we should be going.

Acting Director Guillot said again, that is a policy question really that he needs to hear from the Council and the Commission. The outdoor advertising companies would like to have the ability to use this digital technology. We would like to reduce the number of billboards in our city and we would like to have obviously the ability to do some City advertising, public service emergency advertising on the billboards

so those are all positives but they need to be weighed if this is something we want to do or keep things the status quo.

Commissioner Briant said in looking at the billboards today it is a mishmash of different sizes, types, and so on and asked if we are considering a more standardized billboard policy for the City.

Acting Director Guillot said we don't allow any new billboards period, so there would be no reason to have a policy for them. The policy that he is asking for comments now is related to relocations. What do we want out of a relocation agreement should the Council and the Commission want to adopt that so those ideas can go into the relocation guidelines. For example, the seven items that he listed were just a sample of those things but if you would want other things include, that is what he would like to hear from this meeting.

Commissioner Ellis said if we all get on the road at Highland Springs and drive east you will find that that there is not much room left for new signs and they are pretty well taxed out on the south side of the freeway traveling east. He thinks most of the signs are owned by Lamar and a few signs direct business into our town and others go to the casino and further down east. From Sunset Street all the way to Hargrave there is not one sign and it is a beautiful and scenic drive. Once you get passed the Hargrave on-ramp again, eastbound on the 10 freeway, it seems that we are filled up again with signs. As you get to Malki Road and head back west there are three or four signs and then you get to the scales and go to Ramsey Street and there are no more signs. Then as you go from the Ramsey off-ramp and you drive it is a hodge-podge of signs. Then there are many pillar signs of different sizes for the many businesses in town between Hargrave and 22nd Street. Then when you go past 22nd Street there are more signs from Sunset to Highland Springs. As far as relocation he thinks it is going to be tuff. Personally he wouldn't want to see any signs from Sunset to Hargrave. He was reading in the material about Caltrans and their greenbelts in some of the areas where they prohibit signs and he doesn't know who owns the property whether it is the State and railroad property and that is why there are no signs along there between the interstate and the railroad tracks. As far as our moratorium on signs he thinks that we are on the right direction and have plenty of signs. One of the issues that he has and feels is a major issue is the 2 for 1, 3 for 1, 4 for 1 or whatever it is that you have to give up two signs to relocate one sign and his first question is that an individual that owns one sign why should he be treated any different than a large company that owns 50 signs. Lamar enjoys the pleasure of saying they can give up two signs to put this one sign and he completely understands where the Sizzler sign is and that piece of probably and what is being talked about where they wanted to put the auto parts store in and he can see why would they want to give up an income sign to develop something else and he thinks it is gracious of them to consider relocating to see that property. But he totally disagrees that if someone owns one sign in this town and wanted to digitalize it we shouldn't say to that billboard owner that only has one billboard you can't do anything. He doesn't think it is fair. As far as exchanging two billboards to move one, he doesn't think it is fair to the guy that has one or the guy that has two, maybe. There are situations where you drive along headed westbound and there are people who have signs, not Lamar owned, that are in pretty bad shape also but doesn't have anything to do with relocation. He asked if there was any restriction with solar power for these signs because with LED technology you can light with low voltage so are we going to allow them to put solar collectors on their signs if they relocate.

Acting Director Guillot said that solar is allowed in the city and in fact we just adopted solar streamlining ordinance that allows a quick review of those types of things.

Commissioner Ellis said we talk about revenue and revenue sharing, giving up our city-owned property to share with a sign company. He thinks the best thing and the most equitable, in his opinion, would be a billboard tax similar to our bed tax and similar to our mining tax where a certain percentage is paid depending upon, he feels, the income of sign and not generally the location. He thinks that along with relocation if an individual has a sign on a large piece of property and it really doesn't have the visibility it should have, that that person should be able to relocate on the same property if they upgrade the sign. Also, someone made a comment that the three-legged signs are kind of ugly and the single pillar signs do look a lot better. In regards to 2 for 1 signs is that two physical signs or is that two faces of a sign. In other words, if you are going to give up 2 signs for one, is a two-faced sign considered two signs or one sign.

Acting Director Guillot said that goes to the issue of Commission Krick in that he was concerned with the exchange of the area of each sign face getting that precise. So those are the comments that he needs in regards to the billboards.

Commissioner Ellis said some of the early signs were on steel girders and they were "V" signs and stood about 75 feet high and had about the same surface of as the new ones have but were actually on a "V" and are not as attractive as the single post signs are. In relocation we should make it available if an owner wants to upgrade to make his sign look better and go to electronic because if we go to some type of a standardized tax and he goes to a digital type of sign it then just increases the money for us.

Acting Director Guillot said to address the comment about the one sign owner what might be suggested on his part is to make it just a "minimum" so that if the Council wants something else, that could be proposed or if the advertiser wants to offer something else.

Commissioner Price said pertaining to revenue does the City regulate how much it cost or does the sign company regulate the cost on the sign.

Acting Director Guillot said if it is the "advertising cost", the outdoor advertising owns the sign so they set the rates for their advertising.

Commissioner Price asked how we get our revenue from a fixed sign as opposed to a digital sign.

Acting Director Guillot said right now there is nothing in place that he is aware of to get revenue in that way. Simply any business in the city or a person carrying on business in the city pays a business tax but that would be nominal in comparison to the revenue that was shown as an example for the City of Corona. So what Lamar offered in their letter was a joint project so that we might share perhaps the rental or the lease of the property as a benefit to the City. But Commissioner Ellis was suggesting a tax on all outdoor advertising signs and he is not sure about the legality of that and would have to get with the City Attorney with more information. Also if you look at the way that the City of Corona did the revenue it was quite unique. They basically said so much advertising belongs to the City and if we don't use it, we get paid for it because you are going to sell it to somebody else. But there are so many different ways to generate revenue in this field and some of them have resulted in lawsuits so those are the comments we need and those are the answers he can get.

Commission Price said he doesn't know if we can ever do anything about this but for anything to block the view of the picturesque beauty of the Pass mountains, he is really not for and we have a lot of signs on the south side of the freeway going east and probably cannot control that very much but he would certainly want to see us take a serious look at controlling that because nobody likes blocking that view.

Acting Director Guillot said he wouldn't give up on that thought because, for example, if we do approve a relocation agreement ordinance in the sign regulations we could negotiate something like that because in his mind we value the view and the advertiser values the number of cars going by so if they can find a spot where we get our view and they get their cars, then we both benefit. So that is the kind of thing we would do in the negotiations for each of the agreements.

Councilmember Peterson said personally he like signs and when you are driving down the road it kind of breaks the monotony. The signs along our picturesque highway as stated by Commission Price, if we could lower those signs to ground level, then it would cover the blight and free up the mountain scenery. He likes signs and guesses it can be overdone but he thinks that the signs do help local business. He is concerned about some of the privately-owned signs like Frank Burgess' sign or Rays RV sign or some of those people and how this would affect those signs. Lamar, CBS and the other sign companies would be able to fit right in but the local people with the single signs may have some difficulty. He thinks that whatever we do that when we rewrite this we have to take the single-sign owner into consideration and not damage their business with this sign ordinance.

Councilmember Miller said he is really confused as to what the definition of a billboard is on the local businesses like Travelodge, Arco and all of those. They have these pillars with a little sign above it that specifically refers to that business. Are those considered billboards or is that a different type of sign.

Acting Director Guillot said from a planning perspective they view those sign as on-site advertising. In other words, even today our Code makes provision for freeway-oriented signs for a business that is located near the freeway. They could pull a permit for that today. This discussion separates itself in that the items being advertised are off-site. In other words there is no Sizzler located on the parcel where the Sizzler advertising sign is located so we call that "an off-site or outdoor advertising sign" and right now those are prohibited by our Code and so we have been constrained in that we have some of these signs and Lamar has said we would like to relocate according to State law and he tells them that our City code does not allow that.

Councilmember Miller said is other concern is that when you talk about the signs being helpful to the businesses of our community and that is really what we want if you have a digital sign, is there any evidence whatsoever that you will not have 500 different businesses advertising on their sign and none of them being a local one.

Acting Director Guillot said he is not familiar with the marketing intricacies of outdoor advertising but he would just assume that they would give local businesses the opportunity to buy it and whether they could afford it or not, he wouldn't know that information. What we would be able to do that interest the City and to him is to advertise things that are related to our operation. For example, promoting different City

events we could reserve through the relocation agreement some time on their sign for that and then the other thing that they could do is the "Amber" alerts, bad weather information, etc.

Councilmember Miller suggested that we reserve part of the time for us as you said and also a discount for local businesses should be part of the agreement.

Councilmember Moyer said he sees no reason why for single sign owners that have businesses here in Banning that we can't put something in to protect them in this matter; he totally agrees with that. Also, in regards to the Sizzler sign he knows that they want to move it and do we have any input into the second sign if we go for a 2 for 1.

Acting Director Guillot said he would think that in a negotiating agreement we could ask for what we want.

Councilmember Welch said he certainly agrees with the single sign owners. In the staff report on page 2, you identified the approximate number of billboards along the interstate and do you have any idea how many of them are individually owned by a business and how many of them are owned by sign corporations.

Acting Director Guillot said he doesn't have that information at this time. He said he took the actual data from a City study that was done about 10 years ago but nothing has changed in that we have not permitted any new signs. So staff can bring forward another data sheet.

Mayor Franklin said one of the things that she would like to have considered in updating the ordinance would be something about maintenance because some of the signs whether they are billboards or just outdoor advertising get a little old. She asked if AQMD (Air Quality Management District) had something to do with the placement of signs. Acting Director Guillot said not that he is aware of.

Mayor Franklin said when we talk about where signs are is there anything that says that they can only be within certain area of buildings because it was mentioned like with the Sizzler sign that a building wants to go in that spot. Is there something that says billboards have to be a certain distance from buildings?

Acting Director Guillot said that we don't have any guidelines right now so if we did want something like that we could include it in the requirements. He does recommend some sort of requirement related to existing residential and that is because we do have legal non-conforming residences in our commercial zones so we would want to be sensitive to relocating a sign next to one of those existing residential properties. In that case if we were negotiating it we would put in guidelines, for example, that at certain hours it wouldn't function or would have to be so many feet away so that it doesn't shine into the residence. We would need to address that in our guidelines.

Mayor Franklin said one of the pieces that you talked about on page 50 had to do with signs in residential zones and in particular, in regards to garage signs or even when we have an event and people put up local signs like if there is an "electronic drop off day" you see signs and do we have to have permits for those and how do people know they have to have permits for those kind of signs.

Acting Director Guillot said he doesn't know if they advertise the requirement that we need permits. He has a brochure that he keeps at the counter for individuals who ask so he gives them a copy of the

regulations and explains those to the person. Right now the only digital type signs that we allow would have to be related to an auto mall or theater otherwise digital signs are prohibited for an on-site type sign; what we are discussing here is relocation for off-site.

Commission Krick said we are calling them "relocation agreements". Are we allowing them to pick up the sign and move it to a different parcel of land or it is relocation on to the parcel that the existing lease currently takes place? In other words, are you allowing them to take it to the parcel next door if they can, or does it have to stay on the actual property where it started?

Acting Director Guillot said there is nothing in the guidelines that he recommended that would require anything like that. The relocation would simply be relocation somewhere within the city and then it would have to meet all those Caltrans requirements and City requirements but there are no requirements to relocate it on that parcel and that could be problematic because some of the parcels are not of the same size.

Commissioner Krick said and unless you pick up the sign and want to move it you can't just come in and upgrade.

Acting Director Guillot said that was correct. It is to allow relocations in accordance with State law. As part of that most outdoor advertising companies will not spend the money to relocate a sign, even a fixed sign, unless they can make it produce more revenue and in exchange for that what we would want is a couple of other billboards or sign faces to come down and then we have control over those guidelines that he is asking for comments on. So we can separate it from business, from residences or however we want to do it but remember when we put something in the guideline it applies to everyone. You have now taken that from a negotiating item to a "must" or a "shall" and he generally tries to leave things open for negotiations. It gives the Council more ability to adjust on a particular project. If we put it into the Code, then they wouldn't have that leeway.

Commissioner Krick said if he were a person coming into the City and had a sign and wanted to relocate and upgrade it and said he was going to relocate his poles five feet away from the existing location of the existing poles, is that considered a relocation agreement?

Acting Director Guillot said first of all under the present regulations you could not do that because you would have to apply for a building permit so no you couldn't do anything to the sign other than maintain its integrity. Commissioner Krick said but he is talking with what we are trying to adopt. Acting Director Guillot said yes. If they wanted to move it five feet they would have to enter into a relocation agreement with City Council.

Commissioner Krick said so they could still relocate on the same parcel, move it over a few feet and then build a digital sign. Then we are going to say how high from the freeway grade or whatever and we will have provisions for that. Acting Director Guillot said yes, those are the types of things he is looking for from the Council and Commission.

Commissioner Ellis said on the relocation Councilmember Peterson made a comment about lowering the sign and could that be something we might consider in lieu of 2 for 1, or 1 for 1, or whatever it is. For instance, if the Sizzler sign needs to be relocated and Lamar has a three-legged sign that is not aesthetically nice and it is doing some wrong and if they agree to upgrade that sign to a single pole from a

three pole, etc. would that be something we might be able to consider as well and he definitely thinks what the Mayor said as far as maintenance needs to be mandatory on any relocation that they have to keep it in an attractive manner.

Bill Houck, General Manager of Lamar addressed the Council and Commission stating that they have been in the desert and inclusive of this area since 2002. They came to the market by virtue of an acquisition of Martin Communications and in 2003 they acquired another company which actually gave them an opportunity to do business with the Morongo Band of Mission Indians and they were the first of three different companies over time that were involved in marketing the structures that you see along the freeway close to the factory stores and on to the east. The billboard that Brian Guillot showed which they refer to as the "Sizzler" board is on a parcel that is contiguous to other parcels along the freeway and that became a Lamar property by virtue of another acquisition they did with a billboard company called "Fairway". So when they bought Fairway Outdoor they had an opportunity to have a billboard which really didn't have a ground lease and that was a very profitable situation because they owned the property. That billboard it is very scary and they cannot get on the billboard because it is dangerous and have been servicing that billboard since 2005 out of a crane so when they began talking about doing something there it wasn't with the mindset of having a digital billboard; it was with the mindset of making that billboard safe for their men to get on. They have not been able to move that project forward. So fast-forwarding from 2005 to a few years later again Lamar acquired a company called "Empire" formerly known as "Dezoro" and before that "Heywood Outdoor" and those companies for whatever reason decided that they weren't going to put a dime into the structures. The maintenance of them was abysmal, not painted, odd sizes in some respect and put together Tinker-Toy style and then they came in and through the opportunity that was provided by the City they upgraded every one of those structures that they acquired from Empire and have taken some down. He said that digital is state-of-the-art and Lamar was actually one of the leading companies to get involved in that technology. The reason for digital was two-fold. He said that Lamar grew up servicing local businesses and if you looked at their annual report or did any study of the percentage of national business, business that is placed by big advertising agencies or national concerns there is a very small percentage; they are focused on local business. The stuff along the south line is all railroad property from almost the 60-Highway split all the way to the other side of the factory stores where you run into the Morongo property. He wanted to make sure that the Council and the Commission understand that they really like to take care of their local clients and they become involved in the communities. At least 90% of the advertising is local advertisers. Even if it might appear to be a national ad, like McDonalds or Carl Jr., those businesses are owned by local franchisees; they just happen to fund it through national advertising. Back to digital, it was set up as a way to maximize revenue on locations where over the years they are fewer billboards now than there were ten years ago all over the country and they are not building more billboards and in rare occasions do they have an opportunity to add inventory; it is all relocation and usually they lose billboards because of development. At the end of the day the digital billboard was set up to provide an opportunity for advertisers to change their copy. It was a way that they could change their message based on what they were trying to do at any given time and that was the main purpose of it. They are not going to make a bazillion of their regular billboards into digital; it is cost prohibited. In a community of your size, if we got one or two, that would do it.

Mayor Franklin wanted to make sure that staff received some direction from the Council and the Commission and it sounds like we are interested in staff looking at making to some changes to what our current sign ordinance is and some of the things talked about were the single sign owner, maintenance of

the signs, view restriction, City ad sharing, size of the sign, 2 for 1 or more, the location of the signs, the pillar decorations, electronic or LED's or solar signs, billboard tax and discounts for local businesses.

Mayor Franklin said that there was a consensus that this go back directly to the Planning Commission and then to the City Council.

ADJOURNMENT

By common consent the meeting adjourned at 4:07 p.m.

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Marie A. Calderon, City Clerk

THE ACTION MINUTES REFLECT ACTIONS TAKEN BY THE CITY COUNCIL. A COPY OF THE MEETING IS AVAILABLE IN DVD FORMAT AND CAN BE REQUESTED IN WRITING TO THE CITY CLERK'S OFFICE.

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ATTACHMENT 6

(Copy Outdoor Advertising Act)

BUSINESS AND PROFESSIONS CODE SECTION 5200-

5200. This chapter of the Business and Professions Code constitutes the chapter on advertisers. It may be cited as the Outdoor Advertising Act.

5201. Unless the context otherwise requires, the general provisions set forth in this article govern the construction of this chapter.

5202. "Advertising display" refers to advertising structures and to signs.

5203. "Advertising structure" means a structure of any kind or character erected, used, or maintained for outdoor advertising purposes, upon which any poster, bill, printing, painting or other advertisement of any kind whatsoever may be placed, including statuary, for advertising purposes.

"Advertising structure" does not include:

(a) Official notices issued by any court or public body or officer;

(b) Notices posted by any public officer in performance of a public duty or by any person in giving legal notice;

(c) Directional, warning or information structures required by or authorized by law or by federal, state or county authority.

(d) A structure erected near a city or county boundary, which contains the name of such city or county and the names of, or any other information regarding, civic, fraternal or religious organizations located therein.

5204. "Bonus segment" means any segment of an interstate highway which was covered by the Federal Aid Highway Act of 1958 and the Collier-Z'berg Act, namely, any such segment which is constructed upon right-of-way, the entire width of which was acquired subsequent to July 1, 1956.

5205. "Business area" means an area within 1,000 feet, measured in each direction, from the nearest edge of a commercial or industrial

building or activity and which is zoned under authority of state law primarily to permit industrial or commercial activities or an unzoned commercial or industrial area.

5206. "Centerline of the highway" means a line equidistant from the edges of the median separating the main traveled way of a divided highway, or the centerline of the main traveled way of a nondivided highway.

5208. "Collier-Z'berg Act" refers to Chapter 128, Statutes of 1964 (First Extraordinary Session).

5208.6. "Department" means the Department of Transportation.

5209. "Director" refers to the Director of Transportation of the State of California.

5210. "Federal Aid Highway Act of 1958" refers to Section 131 of Title 23 of the United States Code, as in effect before October 22, 1965.

5211. "Flashing" is a light or message that changes more than once every four seconds.

5212. "Freeway," for the purposes of this chapter only, means a divided arterial highway for through traffic with full control of access and with grade separations at intersections.

5213. "Highway" includes roads, streets, boulevards, lanes, courts, places, commons, trails, ways or other rights-of-way or easements used for or laid out and intended for the public passage of vehicles or of vehicles and persons.

5214. "Highway Beautification Act of 1965" refers to Section 131 of Title 23 of the United States Code, as in effect October 22, 1965.

5215. "Interstate highway" means any highway at any time officially

designated as a part of the national system of interstate and defense highways by the director and approved by appropriate authority of the federal government.

5216. (a) "Landscaped freeway" means a section or sections of a freeway that is now, or hereafter may be, improved by the planting at least on one side or on the median of the freeway right-of-way of lawns, trees, shrubs, flowers, or other ornamental vegetation requiring reasonable maintenance.

(b) Planting for the purpose of soil erosion control, traffic safety requirements, including light screening, reduction of fire hazards, or traffic noise abatement, shall not change the character of a freeway to a landscaped freeway.

(c) Notwithstanding subdivision (a), if an agreement to relocate advertising displays from within one area of a city or county to an area adjacent to a freeway right-of-way has been entered into between a city or county and the owner of an advertising display, then a "landscaped freeway" shall not include the median of a freeway right-of-way.

5216.1. "Lawfully erected" means, in reference to advertising displays, advertising displays which were erected in compliance with state laws and local ordinances in effect at the time of their erection or which were subsequently brought into full compliance with state laws and local ordinances, except that the term does not apply to any advertising display whose use is modified after erection in a manner which causes it to become illegal. There shall be a rebuttable presumption pursuant to Section 606 of the Evidence Code that an advertising display is lawfully erected if it has been in existence for a period of five years or longer without the owner having received written notice during that period from a governmental entity stating that the display was not lawfully erected.

5216.3. "Main-traveled way" is the traveled way of a highway on which through traffic is carried. In the case of a divided highway, the traveled way of each of the separate roadways for traffic in opposite directions is a main-traveled way. Main-traveled way does

not include facilities such as frontage roads, ramps, auxiliary lanes, parking areas, or shoulders.

5216.4. "Message center" is an advertising display where the message is changed more than once every two minutes, but no more than once every four seconds.

5216.5. "Nonconforming advertising display" is an advertising display that was lawfully placed, but that does not conform to the provisions of this chapter, or the administrative regulations adopted pursuant to this chapter, that were enacted subsequent to the date of placing.

5216.6. (a) "Officially designated scenic highway or scenic byway" is any state highway that has been officially designated and maintained as a state scenic highway pursuant to Sections 260, 261, 262, and 262.5 of the Streets and Highways Code or that has been officially designated a scenic byway as referred to in Section 131(s) of Title 23 of the United States Code.

(b) "Officially designated scenic highway or scenic byway" does not include routes listed as part of the State Scenic Highway system, Article 2.5 (commencing with Section 260) of Chapter 2 of Division 1 of the Streets and Highways Code, unless those routes, or segments of those routes, have been designated as officially designated state scenic highways.

5218. "Penalty segment" means any segment of a highway located in this state which was not covered by the Federal Aid Highway Act of 1958 and the Collier-Z'berg Act but which is covered by the Highway Beautification Act of 1965, namely, any segment of an interstate highway which is constructed upon right-of-way, any part of the width of which was acquired prior to July 1, 1956, and any segment of a primary highway.

5219. "Person" includes natural person, firm, cooperative, partnership, association, limited liability company, and corporation.

5220. "Primary highway" means any highway, other than an interstate highway, designated as a part of the federal-aid primary system in existence on June 1, 1991, and any highway that is not in that system but which is in the National Highway System.

5221. "Sign" refers to any card, cloth, paper, metal, painted or wooden sign of any character placed for outdoor advertising purposes on or to the ground or any tree, wall, bush, rock, fence, building, structure or thing, either privately or publicly owned, other than an advertising structure.

"Sign" does not include any of the following:

(a) Official notices issued by any court or public body or officer.

(b) Notices posted by any public officer in performance of a public duty or by any person in giving any legal notice.

(c) Directional warning or information signs or structures required by or authorized by law or by federal, state or county authority.

(d) A sign erected near a city or county boundary that contains the name of that city or county and the names of, or any other information regarding, civic, fraternal, or religious organizations located within that city or county.

5222. "660 feet from the edge of the right-of-way" means 660 feet measured from the edge of the right-of-way horizontally along a line normal or perpendicular to the centerline of the highway.

5222.1. "State highway system" means the state highway system as described in Section 300 of the Streets and Highways Code.

5223. "Unzoned commercial or industrial area" means an area not zoned under authority of state law in which the land use is characteristic of that generally permitted only in areas which are actually zoned commercial or industrial under authority of state law, embracing all of the land on which one or more commercial or industrial activities are conducted, including all land within 1,000 feet, measured in each direction, from the nearest edge of the

commercial or industrial building or activity on such land. As used in this section, "commercial or industrial activities" does not include the outdoor advertising business or the business of wayside fresh product vending.

5224. "Visible" means capable of being seen (whether or not legible) without visual aid by a person of normal visual acuity.

5225. The verb, "to place" and any of its variants, as applied to advertising displays, includes the maintaining and the erecting, constructing, posting, painting, printing, tacking, nailing, gluing, sticking, carving or otherwise fastening, affixing or making visible any advertising display on or to the ground or any tree, bush, rock, fence, post, wall, building, structure or thing. It does not include any of the foregoing activities when performed incident to the change of an advertising message or customary maintenance of the advertising display.

5226. The regulation of advertising displays adjacent to any interstate highway or primary highway as provided in Section 5405 is hereby declared to be necessary to promote the public safety, health, welfare, convenience and enjoyment of public travel, to protect the public investment in such highways, to preserve the scenic beauty of lands bordering on such highways, and to insure that information in the specific interest of the traveling public is presented safely and effectively, recognizing that a reasonable freedom to advertise is necessary to attain such objectives. The Legislature finds:

(a) Outdoor advertising is a legitimate commercial use of property adjacent to roads and highways.

(b) Outdoor advertising is an integral part of the business and marketing function, and an established segment of the national economy, and should be allowed to exist in business areas, subject to reasonable controls in the public interest.

5227. It is the intention of the Legislature to occupy the whole field of regulation by the provisions of this chapter except that nothing in this chapter prohibits enforcement of any or all of its

provisions by persons designated so to act by appropriate ordinances duly adopted by any county of this state nor does anything prohibit the passage by any county of reasonable land use or zoning regulations affecting the placing of advertising displays in accordance with the provisions of the Planning Law, Chapter 1 (commencing with Section 65000) of Title 7 of the Government Code, relating to zoning, or, with reference to signs or structures pertaining to the business conducted or services rendered or goods produced or sold upon the property upon which such advertising signs or structures are placed, ordinances subjecting such signs or structures to building requirements.

5228. It is declared to be the intent of the Legislature in enacting the provisions of this chapter regulating advertising displays adjacent to highways included in the national system of interstate and defense highways or the federal-aid primary highway system to establish minimum standards with respect thereto.

5229. The provisions of this chapter shall not be construed to permit a person to place or maintain in existence on or adjacent to any street, road or highway, including any interstate or state highway, any outdoor advertising prohibited by law or by any ordinance of any city, county or city and county.

5230. The governing body of any city, county, or city and county may enact ordinances, including, but not limited to, land use or zoning ordinances, imposing restrictions on advertising displays adjacent to any street, road, or highway equal to or greater than those imposed by this chapter, if Section 5412 is complied with. No city, county, or city and county may allow an advertising display to be placed or maintained in violation of this chapter.

5231. The governing body of any city or city and county may enact ordinances requiring licenses or permits, or both, in addition to those imposed by this chapter, for the placing of advertising displays in view of any highway, including a highway included in the national system of interstate and defense highways or the federal-aid

primary highway system, within its boundaries.

5270. The regulation of the placing of advertising displays by this chapter, insofar as such regulation may affect the placing of advertising displays within view of the public highways of this state in unincorporated areas, shall be exclusive of all other regulations for the placing of advertising dislays within view of the public highways of this state in unincorporated areas whether fixed by a law of this state or by a political subdivision thereof.

5271. Except as otherwise provided in this chapter, the provisions of this chapter apply only to the placing of advertising displays within view of highways located in unincorporated areas of this state, except that the placing of advertising displays within 660 feet from the edge of the right-of-way of, and the copy of which is visible from, interstate highways or primary highways, including the portions of such highways located in incorporated areas, shall be governed by this chapter.

5272. With the exception of Article 4 (commencing with Section 5300) and Sections 5400 and 5404, inclusive, nothing contained in this chapter applies to any advertising display that is used exclusively for any of the following purposes:

(a) To advertise the sale, lease, or exchange of real property upon which the advertising display is placed.

(b) To advertise directions to, and the sale, lease, or exchange of, real property for which the advertising display is placed; provided, that the exemption of this paragraph does not apply to advertising displays visible from a highway and subject to the Highway Beautification Act of 1965 (23 U.S.C., Sec. 131).

(c) To designate the name of the owner or occupant of the premises or to identify the premises.

(d) To advertise the business conducted or services rendered or the goods produced or sold upon the property upon which the advertising display is placed if the display is upon the same side of the highway and within 1,000 feet of the point on the property or within 1,000 feet of the entrance to the site at which the business

is conducted or services are rendered or goods are produced or sold.

(e) (1) To advertise any products, goods, or services sold by persons on the premise of an arena pursuant to all of the following conditions:

(A) The arena is located on public land.

(B) The arena provides a venue for professional sports on a permanent basis.

(C) The arena has a capacity of 5,000 or more seats.

(D) The arena has an advertising display in existence before January 1, 2009.

(E) The products, goods, or services advertised are or will be offered for sale by persons on a regular basis during the term of an agreement between the vendor or business whose products, goods, or services are sold and the property owner, facility owner, or facility operator, and the term of the agreement is a minimum of one year.

(2) An advertising display authorized pursuant to this subdivision shall not advertise products, goods, or services directed at an adult population, including, but not limited to, alcohol, tobacco, gambling, or sexually explicit material.

5273. For the purpose of this chapter, advertising displays advertising those businesses and activities developed within the boundary limits of, and as a part of, an individual redevelopment agency project may, with the consent of the redevelopment agency governing the project, be considered to be on the premises anywhere within the limits of that project when all of the land is contiguous or is separated only by a public highway or public facilities developed or relocated for inclusion within the project as a part of the original redevelopment plan for a period not to exceed 10 years or the completion of the project, whichever first occurs, after which Sections 5272 and 5405 apply, unless an arrangement has been made for extension of the period between the redevelopment agency and the department for good cause. The 10-year period for existing displays shall commence on January 1, 1986.

5273.5. (a) Notwithstanding Section 5273, for the purposes of this chapter, in the City of Buena Park in Orange County, the Cities of

Commerce, Covina, and South Gate in Los Angeles County, and the City of Victorville in San Bernardino County, advertising displays advertising those businesses and activities developed within the boundary limits of, and as a part of, any redevelopment agency project area or areas may, with the consent of the redevelopment agency governing the project area, be considered to be on the premises anywhere within the legal boundaries of the redevelopment agency's project area or areas for a period not to exceed 10 years or the completion of the project, whichever occurs first, after which Sections 5272 and 5405 apply, unless an arrangement has been made for extension of the period between the redevelopment agency and the department for good cause.

(b) The governing body of a redevelopment agency in the cities set forth in subdivision (a), upon approving the purchase, lease, or other authorization for the erection of an advertising display pursuant to this section, shall prepare, adopt, and submit to the department an application for the issuance of a permit that, at a minimum, includes a finding that the advertising display would not result in a concentration of displays that will have a negative impact on the safety or aesthetic quality of the community. The department shall only deny the application if the proposed structure violates Sections 5400 to 5405, inclusive, or subdivision (d) of Section 5408, or if the display would cause a reduction in federal-aid highway funds as provided in Section 131 of Title 23 of the United States Code.

5274. (a) None of the provisions of this chapter, except those in Article 4 (commencing with Section 5300), Sections 5400 to 5404, inclusive, and subdivision (d) of Section 5405, apply to an on-premises advertising display that is visible from an interstate or primary highway and located within a business center, if the display is placed and maintained pursuant to Chapter 2.5 (commencing with Section 5490) and meets all of the following conditions:

(1) The display is placed within the boundaries of an individual development project, as defined in Section 65928 of the Government Code, for commercial, industrial, or mixed commercial and industrial purposes, as shown on a subdivision or site map approved by a city,

county, or city and county, and is developed and zoned for those purposes.

(2) The display identifies the name of the business center, if named.

(3) Each business identified on the display is located within the business center and on the same side of an interstate or primary highway where the display is located.

(4) The governing body of the city, county, or city and county has adopted ordinances for the display pursuant to Sections 5230 and 5231 for the area where the display will be placed, and the display meets city, county, or city and county ordinances.

(5) The display results in a consolidation of allowable displays within the business center, so that fewer displays will be erected as a result of the display.

(6) Placement of the display does not cause a reduction of federal aid highway funds as provided in Section 131 of Title 23 of the United States Code.

5275. Notwithstanding any other provision of this chapter, the director may not regulate noncommercial, protected speech contained within any advertising display authorized by, or exempted from, this chapter.

5300. (a) A person engages in the business of outdoor advertising whenever, personally or through employees, that person places an advertising display, changes the advertising message of an advertising display that does not pertain exclusively to that person's business and is visible to a state highway or freeway.

(b) A manufacturer or distributor of a product for sale to the general public does not engage in the business of outdoor advertising when furnishing a sign pertaining to the product to a retailer of that product for installation on the retailer's place of business or when installing on the retailer's place of business a sign containing advertising pertaining to the product, the name or the business of the retailer.

5301. No person shall engage in or carry on the business or

occupation of outdoor advertising without first having paid the license fee provided by this chapter. The fee is payable annually in advance on the first day of July of each year to the director or his authorized agent. Each license shall remain in force for the term of one year from and after the first day of July, and may be renewed annually.

A license shall be obtained whether or not the advertising display requires a permit.

5302. All licenses issued on or after the first day of July shall expire on the 30th day of June following the date of issue. Fees for original licenses issued after the first day of July of each year shall be apportioned and collected on the basis of one-twelfth of the fee for each month or part thereof remaining in the fiscal year.

5303. Every application for a license shall be made on a form to be furnished by the director. It shall state the full name of the applicant and the post office address of his fixed place of business and shall contain a certification that the applicant has obtained a copy of the provisions of this chapter and any regulations adopted thereunder and is aware of their contents.

The issuance of a license entitles the holder to engage in or carry on the outdoor advertising business and to apply for permits during the term of the license.

5350. No person shall place any advertising display within the areas affected by the provisions of this chapter in this state without first having secured a written permit from the director or from his authorized agent.

5351. Every person desiring a permit to place any advertising display shall file an application with the director or with his authorized agent.

5353. The application shall be filed on a blank to be furnished by the director or by his agent. It shall set forth the name and address of the applicant and shall contain a general description of the property upon which it is proposed to place the advertising display

for which a permit is sought and a diagram indicating the location of the proposed advertising display on the property, in such a manner that the property and the location of the proposed advertising display may be readily ascertained and identified.

5354. (a) The applicant for any permit shall offer written evidence that both the owner or other person in control or possession of the property upon which the location is situated and the city or the county with land use jurisdiction over the property upon which the location is situated have consented to the placing of the advertising display.

(b) At the written request of the city or county with land use jurisdiction over the property upon which a location is situated, the department shall reserve the location and shall not issue a permit for that location to any applicant, other than the one specified in the request, in advance of receiving written evidence as provided in subdivision (a) and for a period of time not to exceed 90 days from the date the department received the request.

(c) In addition to the 90-day period set forth in subdivision (b), an additional period of 30 days may be granted at the discretion of the department upon any proof, satisfactory to the department and provided by the city or county making the original request for a 90-day period, of the existence of extenuating circumstances meriting an additional 30 days. There shall be a conclusive presumption in favor of the department that the granting or denial of the request for an additional 30 days was made in compliance with this subdivision.

5355. An application for a permit to place a display shall contain a description of the display, including its material, size, and subject and the proposed manner of placing it.

5357. If the applicant for a permit is engaged in the outdoor advertising business, the application shall contain the number of the license issued by the director.

5358. When the application is in full compliance with this chapter

and if the advertising display will not be in violation of any other state law, the director or the director's authorized agent shall, within 10 days after compliance and upon payment by the applicant of the fee provided by this chapter, issue a permit to place the advertising display for the remainder of the calendar year in the year in which the permit is issued and for an additional four calendar years.

5359. (a) The issuance of a permit for the placing of an advertising display includes the right to change the advertising copy without obtaining a new permit and without the payment of any additional permit fee.

(b) The issuance of a permit does not affect the obligation of the owner of the advertising display to comply with a zoning ordinance applicable to the advertising display under the provisions of this chapter nor does the permit prevent the enforcement of the applicable ordinance by the county.

5360. (a) The director shall establish a permit renewal term of five years, which shall be reflected on the face of the permit.

(b) The director shall adopt regulations for permit renewal that include procedures for late renewal within a period not to exceed one year from the date of permit expiration. Any permit that was not renewed after January 1, 1993, is deemed revoked.

5361. Each permit provided in this chapter shall carry an identification number and shall entitle the holder to place the advertising display described in the application.

5362. No person shall place any advertising display unless there is securely fastened upon the front thereof an identification number plate of the character specified in Section 5363. The placing of any advertising display without having affixed thereto an identification number plate is prima facie evidence that the advertising display has been placed and is being maintained in violation of the provisions of this chapter, and any such display shall be subject to removal as provided in Section 5463.

5363. Identification number plates shall be furnished by the director. Identification number plates shall bear the identification number of the advertising display to which they are assigned.

5364. The provisions of this article shall apply to any advertising display which was lawfully placed and which was in existence on November 7, 1967, adjacent to an interstate or primary highway and within the limits of an incorporated area, but for which a permit has not heretofore been required. A permit which is issued pursuant to this section shall be deemed to be a renewal of an original permit for an existing advertising display.

5365. When a highway within an incorporated area is designated as an interstate or a primary highway, each advertising display maintained adjacent to such highway shall thereupon become subject to all of the provisions of this act. For purposes of applying the provisions of this act, each such display shall be considered as though it had been placed along an interstate or a primary highway during all of the time that it had been in existence. Within 30 days of notification by the director of such highway designation, the owner of each advertising display adjacent to such highway shall notify the director of the location of such display on a form prescribed by the director. The director shall issue a permit for each such advertising display on the basis of the notification from the display owner; provided that such permits will be issued and renewed only if the owner pays the fees required by subdivision (b) of Section 5485. Each permit issued pursuant to this section shall be deemed to be a renewal of an original permit for an existing advertising display.

5366. The issuance of a permit pursuant to this chapter does not allow any person to erect an advertising display in violation of any ordinance of any city, county, or city and county.

5400. No advertising structure may be maintained unless the name of the person owning or maintaining it, is plainly displayed thereon.

5401. No advertising structure shall be placed unless it is built to withstand a wind pressure of 20 pounds per square foot of exposed surface. Any advertising structure not conforming to this section shall be removed as provided in Section 5463.

5402. No person shall display or cause or permit to be displayed upon any advertising structure or sign, any statements or words of an obscene, indecent or immoral character, or any picture or illustration of any human figure in such detail as to offend public morals or decency, or any other matter or thing of an obscene, indecent or immoral character.

5403. No advertising display shall be placed or maintained in any of the following locations or positions or under any of the following conditions or if the advertising structure or sign is of the following nature:

(a) If within the right-of-way of any highway.

(b) If visible from any highway and simulating or imitating any directional, warning, danger or information sign permitted under the provisions of this chapter, or if likely to be mistaken for any permitted sign, or if intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."

(c) If within any stream or drainage channel or below the floodwater level of any stream or drainage channel where the advertising display might be deluged by flood waters and swept under any highway structure crossing the stream or drainage channel or against the supports of the highway structure.

(d) If not maintained in safe condition.

(e) If visible from any highway and displaying any red or blinking or intermittent light likely to be mistaken for a warning or danger signal.

(f) If visible from any highway which is a part of the interstate or primary systems, and which is placed upon trees, or painted or drawn upon rocks or other natural features.

(g) If any illumination shall impair the vision of travelers on

adjacent highways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the Vehicle Code.

(h) If visible from a state regulated highway displaying any flashing, intermittent, or moving light or lights.

(i) If, in order to enhance the display's visibility, the owner of the display or anyone acting on the owner's behalf removes, cuts, cuts down, injures, or destroys any tree, shrub, plant, or flower growing on property owned by the department that is visible from the highway without a permit issued pursuant to Section 670 of the Streets and Highways Code.

5404. No advertising display shall be placed outside of any business district as defined in the Vehicle Code or outside of any unincorporated city, town or village, or outside of any area that is subdivided into parcels of not more than 20,000 square feet each in area in any of the following locations or positions, or under any of the following conditions, or if the advertising display is of the following nature:

(a) If within a distance of 300 feet from the point of intersection of highway or of highway and railroad right-of-way lines, except that this does not prevent the placing of advertising display on that side of an intercepted highway that is opposite the point of interception. But in case any permanent building, structure or other object prevents any traveler on any such highway from obtaining a clear view of approaching vehicles for a distance of 300 feet, then advertising displays may be placed on such buildings, structure or other object if such displays will not further obstruct the vision of those approaching the intersection or interception, or if any such display does not project more than one foot therefrom.

(b) If placed in such a manner as to prevent any traveler on any highway from obtaining a clear view of approaching vehicles for a distance of 500 feet along the highway.

5405. Notwithstanding any other provision of this chapter, no advertising display shall be placed or maintained within 660 feet from the edge of the right-of-way of, and the copy of which is

visible from, any interstate or primary highway, other than any of the following:

(a) Directional or other official signs or notices that are required or authorized by law, including, but not limited to, signs pertaining to natural wonders and scenic and historical attractions, and which comply with regulations adopted by the director relative to their lighting, size, number, spacing, and any other requirements as may be appropriate to implement this chapter which are consistent with national standards adopted by the United States Secretary of Transportation pursuant to subdivision (c) of Section 131 of Title 23 of the United States Code.

(b) Advertising displays advertising the sale or lease of the property upon which they are located, if all advertising displays within 660 feet of the edge of the right-of-way of a bonus segment comply with the regulations adopted under Sections 5251 and 5415.

(c) Advertising displays which advertise the business conducted, services rendered, or goods produced or sold upon the property upon which the advertising display is placed, if the display is upon the same side of the highway as the advertised activity; and if all advertising displays within 660 feet of the right-of-way of a bonus segment comply with the regulations adopted under Sections 5251, 5403, and 5415; and except that no advertising display shall be placed after January 1, 1971, if it contains flashing, intermittent, or moving lights (other than that part necessary to give public service information, including, but not limited to, the time, date, temperature, weather, or similar information, or a message center display as defined in subdivision (d)).

(d) (1) Message center displays that comply with all requirements of this chapter. The illumination or the appearance of illumination resulting in a message change of a message center display is not the use of flashing, intermittent, or moving light for purposes of subdivision (b) of Section 5408, except that no message center display may include any illumination or message change that is in motion or appears to be in motion or that changes in intensity or exposes its message for less than four seconds. No message center display may be placed within 1,000 feet of another message center display on the same side of the highway. No message center display

may be placed in violation of Section 131 of Title 23 of the United States Code.

(2) Any message center display located beyond 660 feet from the edge of the right-of-way of an interstate or primary highway and permitted by a city, county, or city and county on or before December 31, 1988, is in compliance with Article 6 (commencing with Section 5350) and Article 7 (commencing with Section 5400) for purposes of this section.

(3) Any message center display legally placed on or before December 31, 1996, which does not conform with this section may continue to be maintained under its existing criteria if it advertises only the business conducted, services rendered, or goods produced or sold upon the property upon which the display is placed.

(4) This subdivision does not prohibit the adoption by a city, county, or city and county of restrictions or prohibitions affecting off-premises message center displays which are equal to or greater than those imposed by this subdivision, if that ordinance or regulation does not restrict or prohibit on-premises advertising displays, as defined in Chapter 2.5 (commencing with Section 5490).

(e) Advertising displays erected or maintained pursuant to regulations of the director, not inconsistent with the national policy set forth in subdivision (f) of Section 131 of Title 23 of the United States Code and the standards promulgated thereunder by the Secretary of Transportation, and designed to give information in the specific interest of the traveling public.

5405.3. Nothing in this chapter, including, but not limited to, Section 5405, shall prohibit the placing of temporary political signs, unless a federal agency determines that such placement would violate federal regulations. However, no such sign shall be placed within the right-of-way of any highway or within 660 feet of the edge of and visible from the right-of-way of a landscaped freeway.

A temporary political sign is a sign which:

(a) Encourages a particular vote in a scheduled election.

(b) Is placed not sooner than 90 days prior to the scheduled election and is removed within 10 days after that election.

(c) Is no larger than 32 square feet.

(d) Has had a statement of responsibility filed with the department certifying a person who will be responsible for removing the temporary political sign and who will reimburse the department for any cost incurred to remove it.

5405.5. In addition to those displays permitted pursuant to Section 5405, displays erected and maintained pursuant to regulations of the director, which will not be in violation of Section 131 of Title 23 of the United States Code, and which identify the location of a farm produce outlet where farmers sell directly to the public only those farm or ranch products they have produced themselves, may be placed or maintained within 660 feet from the edge of the right-of-way so that the copy of the display is visible from a highway.

The advertising displays shall indicate the location of the farm products but not the price of any product and shall not be larger than 150 square feet.

5405.6. Notwithstanding any other provision of law, no outdoor advertising display that exceeds 10 feet in either length or width, shall be built on any land or right-of-way owned by the Los Angeles County Metropolitan Transportation Authority, including any of its rights-of-way, unless the authority complies with any applicable provisions of this chapter, the federal Highway Beautification Act of 1965 (23 U.S.C.A. Sec. 131), and any local regulatory agency's rules or policies concerning outdoor advertising displays. The authority shall not disregard or preempt any law, ordinance, or regulation of any city, county, or other local agency involving any outdoor advertising display.

5406. The provisions of Sections 5226 and 5405 shall not apply to bonus segments which traverse and abut on commercial or industrial zones within the boundaries of incorporated municipalities, as such boundaries existed on September 21, 1959, wherein the use of real property adjacent to and abutting on the national system of interstate and defense highways is subject to municipal regulation or control, or which traverse and abut on other business areas where the land use, as of September 21, 1959, was clearly established by

state laws as industrial or commercial, provided that advertising displays within 660 feet of the edge of the right-of-way of such bonus segments shall be subject to the provisions of Section 5408.

5407. The provisions of Sections 5226 and 5405 shall not apply to penalty segments which are located, or which are to be located, in business areas and which comply with Section 5408, except that Sections 5226 and 5405 shall apply to unzoned commercial or industrial areas in which the commercial or industrial activity ceases and is removed or permanently converted to other than a commercial or industrial activity, and displays in such areas shall be removed not later than five years following the cessation, removal, or conversion of the commercial or industrial activity.

5408. In addition to the advertising displays permitted by Section 5405 to be placed within 660 feet of the edge of the right-of-way of interstate or primary highways, advertising displays conforming to the following standards, and not in violation of any other provision of this chapter, may be placed in those locations if placed in business areas:

(a) Advertising displays may not be placed that exceed 1,200 square feet in area with a maximum height of 25 feet and a maximum length of 60 feet, including border and trim, and excluding base or apron supports and other structural members. This subdivision shall apply to each facing of an advertising display. The area shall be measured by the smallest square, rectangle, triangle, circle, or combination thereof, which will encompass the entire advertisement. Two advertising displays not exceeding 350 square feet each may be erected in a facing. Any advertising display lawfully in existence on August 1, 1967, that exceeds 1,200 square feet in area, and that is permitted by city or county ordinance, may be maintained in existence.

(b) Advertising displays may not be placed that are so illuminated that they interfere with the effectiveness of, or obscure any official traffic sign, device, or signal; nor shall any advertising display include or be illuminated by flashing, intermittent, or moving lights (except that part necessary to give public service

information such as time, date, temperature, weather, or similar information); nor shall any advertising display cause beams or rays of light to be directed at the traveled ways if the light is of an intensity or brilliance as to cause glare or to impair the vision of any driver, or to interfere with any driver's operation of a motor vehicle.

(c) Advertising displays may not be placed to obstruct, or otherwise physically interfere with, an official traffic sign, signal, or device or to obstruct, or physically interfere with, the vision of drivers in approaching, merging, or intersecting traffic.

(d) No advertising display shall be placed within 500 feet from another advertising display on the same side of any portion of an interstate highway or a primary highway that is a freeway. No advertising display shall be placed within 500 feet of an interchange, or an intersection at grade, or a safety roadside rest area on any portion of an interstate highway or a primary highway that is a freeway and if the interstate or primary highway is located outside the limits of an incorporated city and outside the limits of an urban area. No advertising display shall be placed within 300 feet from another advertising display on the same side of any portion of a primary highway that is not a freeway if that portion of the primary highway is located outside the limits of an incorporated city and outside the limits of an urban area. No advertising display shall be placed within 100 feet from another advertising display on the same side of any portion of a primary highway that is not a freeway if that portion of the primary highway is located inside the limits of an incorporated city or inside the limits of an urban area.

(e) Subdivision (d) does not apply to any of the following:

(1) Advertising displays that are separated by a building or other obstruction in a manner that only one display located within the minimum spacing distances set forth herein is visible from the highway at any one time.

(2) Double-faced, back-to-back, or V-type advertising display, with a maximum of two signs per facing, as permitted in subdivision (a).

(3) Advertising displays permitted by subdivisions (a) to (c), inclusive, of Section 5405. The minimum distance between signs shall

be measured along the nearest edge of the pavement between points directly opposite the signs along each side of the highway.

(4) Any advertising display lawfully in existence on August 1, 1967, which does not conform to this subdivision but that is permitted by city or county ordinances.

(f) "Urban area," as used in subdivision (d), shall be determined in accordance with Section 101(a) of Title 23 of the United States Code.

5408.1. (a) No advertising display shall be placed or maintained beyond 660 feet from the edge of the right-of-way of an interstate or primary highway if such advertising display is located outside of an urban area or within that portion of an urban area that is not a business area, is visible from the main traveled way of such highway, and is placed with the purpose of its message being read from such main traveled way, unless such advertising display is included within one of the classes of displays permitted by Section 5405 to be placed within 660 feet from the edge of such highway. Such display may be placed or maintained within the portion of an urban area that is also a business area if such display conforms to the criteria for size, spacing and lighting set forth in Section 5408.

(b) Any advertising display which was lawfully in existence on the effective date of the enactment of this section, but which does not conform to the provisions of this section, shall not be required to be removed until January 1, 1980. If federal law requires the state to pay just compensation for the removal of any such display, it may remain in place after January 1, 1980, and until just compensation is paid for its removal pursuant to Section 5412.

(c) For purposes of this section, an urban area means an area so designated in accordance with the provisions of Section 101 of Title 23 of the United States Code.

5408.2. Notwithstanding any other provision of this chapter, an advertising display is a lawfully erected advertising display and, upon application and payment of the application fee, the director shall issue a permit for the display if it meets all of the following conditions:

(a) The display was erected on property adjacent to State Highway Route 10 (Interstate 10) in the unincorporated area of the County of Los Angeles in order to replace a display which was required to be removed because the property on which it was located was acquired by the State of California to facilitate construction of the busway on Route 10 in the County of Los Angeles.

(b) Upon proper application, the display could have qualified for a permit at the time it was erected, except for Sections 5351 and 5408 and Article 5 (commencing with Section 5320) as in effect at the time.

(c) The display conforms to Section 5408 as in effect on January 1, 1984.

(d) The display was in existence on January 1, 1984.

5408.3. Notwithstanding Section 5408, a city or a county with land use jurisdiction over the property may adopt an ordinance that establishes standards for the spacing and sizes of advertising displays that are more restrictive than those imposed by the state.

5408.5. In addition to the advertising displays permitted by Sections 5405 and 5408, advertising displays located on bus passenger shelters or benches and conforming to the following standards may be placed on or adjacent to a highway:

(a) The advertising display may not be within 660 feet of and visible from any federal-aid interstate or primary rural highway, and any advertising display within 660 feet of and visible from any urban highway shall be consistent with federal law and regulations.

(b) The advertising display shall meet traffic safety standards of the public entity having operational authority over the highway. These standards may include provisions requiring a finding and certification by an appropriate official that the proposed advertising display does not constitute a hazard to traffic.

(c) Bus passenger shelters or benches with advertising displays may only be placed at approved passenger loading areas.

(d) Bus passenger shelters or benches with advertising displays may only be placed in accordance with a permit or agreement with the public entity having operational authority over the highway adjacent

to where, or upon which, the advertising display is to be placed.

(e) Any advertising display on bus passenger shelters or benches may not extend beyond the exterior limits of the shelter or bench.

(f) There may not be more than two advertising displays on any bus passenger shelter.

(g) Advertising displays placed on bus passenger shelters or benches pursuant to a permit or agreement with a local public entity shall not be subject to the state permit requirements specified in Article 6 (commencing with Section 5350).

5408.7. (a) It is the intent of the Legislature that this section shall not serve as a precedent for other changes to the law regarding outdoor advertising displays on, or adjacent to, highways. The Legislature recognizes that the streets in the City and County of San Francisco that are designated as state or federal highways are unique in that they are also streets with street lights, sidewalks, and many of the other features of busy urban streets. At the same time, these streets double as a way, and often the only way, for people to move through the city and county from one boundary to another. The Legislature recognizes the particular topography of the City and County of San Francisco, the popularity of the area as a tourist destination, the high level of foot traffic, and the unique design of its highways.

(b) For purposes of this section, "street furniture" is any kiosk, trash receptacle, bench, public toilet, news rack, or public telephone placed on, or adjacent to, a street designated as a state or federal highway.

(c) In addition to the advertising displays permitted by Sections 5405, 5408, and 5408.5, advertising displays located on street furniture may be placed on, or adjacent to, any street designated as a state or federal highway within the jurisdiction of a city and county, subject to all of the following conditions:

(1) The advertising display meets the traffic safety standards of the city and county. These standards may include provisions requiring a finding and certification by an appropriate official of the city and county that the proposed advertising display does not constitute a hazard to traffic.

(2) Any advertising display that is within 660 feet of, and visible from, any street designated as a state or federal highway shall be consistent with federal law and regulations.

(3) Advertising displays on street furniture shall be placed in accordance with a permit or agreement with the city and county.

(4) Advertising displays on street furniture shall not extend beyond the exterior limits of the street furniture.

(d) Advertising displays placed on street furniture pursuant to a permit or agreement with the city and county shall not be subject to the state permit requirements of Article 6 (commencing with Section 5350). This subdivision does not affect the authority of the state to enforce compliance with federal law and regulations, as required by paragraph (2) of subdivision (c).

(e) (1) The city and county shall, upon written notice of any suit or claim of liability against the state for any injury arising out of the placement of an advertising display approved by the city and county pursuant to subdivision (c), defend the state against the claim and provide indemnity to the state against any liability on the suit or claim.

(2) For the purposes of this subdivision, "indemnity" has the same meaning as defined in Section 2772 of the Civil Code.

(f) (1) This section shall become inoperative not later than 60 days from the date the director receives notice from the United States Secretary of Transportation that future operation of this section will result in a reduction of the state's share of federal highway funds pursuant to Section 131 of Title 23 of the United States Code.

(2) Upon receipt of the notice described in paragraph (1), the director shall notify in writing the Secretary of State and the City and County of San Francisco of that receipt.

(3) This section shall be repealed on January 1 immediately following the date the Secretary of State receives the notice required under paragraph (2).

5410. Any advertising display located within 660 feet of the edge of the right-of-way of, and the copy of which is visible from, any penalty segment, or any bonus segment described in Section 5406 which

display was lawfully maintained in existence on the effective date of this section but which was not on that date in conformity with the provisions of this article, may be maintained, and shall not be required to be removed until July 1, 1970. Any other sign which is lawful when erected, but which does not on January 1, 1968, or any time thereafter, conform to the provisions of this article, may be maintained, and shall not be required to be removed, until the end of the fifth year after it becomes nonconforming; provided that this section shall not apply to advertising displays adjacent to a landscaped freeway.

Relocations

5412. Notwithstanding any other provision of this chapter, no advertising display which was lawfully erected anywhere within this state shall be compelled to be removed, nor shall its customary maintenance or use be limited, whether or not the removal or limitation is pursuant to or because of this chapter or any other law, ordinance, or regulation of any governmental entity, without payment of compensation, as defined in the Eminent Domain Law (Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure), except as provided in Sections 5412.1, 5412.2, and 5412.3. The compensation shall be paid to the owner or owners of the advertising display and the owner or owners of the land upon which the display is located.

This section applies to all displays which were lawfully erected in compliance with state laws and local ordinances in effect when the displays were erected if the displays were in existence on November 6, 1978, or lawfully erected after November 6, 1978, regardless of whether the displays have become nonconforming or have been provided an amortization period. This section does not apply to on-premise displays as specified in Section 5272 or to displays which are relocated by mutual agreement between the display owner and the local entity.

"Relocation," as used in this section, includes removal of a display and construction of a new display to substitute for the display removed.

It is a policy of this state to encourage local entities and display owners to enter into relocation agreements which allow local

entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communication. Cities, counties, cities and counties, and all other local entities are specifically empowered to enter into relocation agreements on whatever terms are agreeable to the display owner and the city, county, city and county, or other local entity, and to adopt ordinances or resolutions providing for relocation of displays.

5412.1. A city, county, or city and county, whose ordinances or regulations are otherwise in full compliance with Section 5412, is not in violation of that section if the entity elects to require the removal without compensation of any display which meets all the following requirements:

(a) The display is located within an area shown as residential on a local general plan as of either the date an ordinance or regulation is enacted or becomes applicable to the area which incorporates the provisions of this section.

(b) The display is located within an area zoned for residential use either on the date on which the removal requirement is adopted or becomes applicable to the area.

(c) The display is not located within 660 feet from the edge of the right-of-way of an interstate or primary highway with its copy visible from the highway, nor is placed or maintained beyond 660 feet from the edge of the right-of-way of an interstate or primary highway with the purpose of its message being read from the main traveled way.

(d) The display is not required to be removed because of an overlay zone, combining zone, or any other special zoning district whose primary purpose is the removal or control of signs.

(e) The display is allowed to remain in existence for the period of time set forth below after the enactment or amendment after January 1, 1983, of any ordinance or regulation necessary to bring the entity requiring removal into compliance with Section 5412, and after giving notice of the removal requirement:

Fair Market Value on Date of

Notice Minimum Years of Removal Requirement Allowed	
Under $1,999	2
$2,000 to $3,999	3
$4,000 to $5,999	4
$6,000 to $7,999	5
$8,000 to $9,999	6
$10,000 and over	7

The amounts provided in this section shall be adjusted each January 1 after January 1, 1983, in accordance with the changes in building costs, as indicated in the United States Department of Commerce Composite Cost Index for Construction Costs.

5412.2. A city or city and county, whose ordinances or regulations are otherwise in full compliance with Section 5412, is not in violation of that section if the entity elects to require the removal without compensation of any display which meets all the following requirements:

(a) The display is located within an incorporated area shown as agricultural on a local general plan as of either the date an ordinance or regulation is enacted or becomes applicable to the area which incorporates the provisions of this section.

(b) The display is located within an area zoned for agricultural use either on the date on which the removal requirement is adopted or becomes applicable to the area.

(c) The display is not located within 660 feet from the edge of the right-of-way of an interstate or primary highway with its copy visible from the highway, nor is placed or maintained beyond 660 feet from the edge of the right-of-way of an interstate or primary highway with the purpose of its message being read from the main traveled way.

(d) The display is not required to be removed because of an overlay zone, combining zone, or any other special zoning district whose primary purpose is the removal or control of signs.

(e) The display is allowed to remain in existence for the period of time set forth below after the enactment or amendment after

January 1, 1983, of any ordinance or regulation necessary to bring the entity requiring removal into compliance with Section 5412, and after giving notice of the removal requirement:

Fair Market Value on Date of Notice of Removal Requirement	Minimum Years Allowed
Under $1,999	2
$2,000 to $3,999	3
$4,000 to $5,999	4
$6,000 to $7,999	5
$8,000 to $9,999	6
$10,000 and over	7

The amounts provided in this section shall be adjusted each January 1 after January 1, 1983, in accordance with the changes in building costs as indicated in the United States Department of Commerce Composite Cost Index for Construction Costs.

5412.3. A county whose ordinances or regulations are otherwise in full compliance with Section 5412, is not in violation of that section if the county elects to require the removal without compensation of any display which meets all the following requirements:

(a) The display is located within an unincorporated area shown as agricultural on a local general plan as of either the date an ordinance or regulation is enacted or becomes applicable to the area which incorporates the provisions of this section.

(b) The display is located within an area zoned for agricultural use either on the date on which the removal requirement is adopted or becomes applicable to the area.

(c) The display is not located within 660 feet from the edge of the right-of-way of an interstate or primary highway with its copy visible from the highway, nor is placed or maintained beyond 660 feet from the edge of the right-of-way of an interstate or primary highway with the purpose of its message being read from the main traveled way.

(d) The display is not required to be removed because of an overlay zone, combining zone, or any other special zoning district whose primary purpose is the removal or control of signs.

(e) The display is allowed to remain in existence for the period of time set forth below after the adoption or amendment after January 1, 1983, of any ordinance or regulation necessary to bring the entity requiring removal into compliance with Section 5412, and after giving notice of the removal requirement:

Fair Market Value on Date of Notice of Removal Requirement	Minimum Years Allowed
Under $1,999	3.0
$2,000 to $3,999	4.5
$4,000 to $5,999	6.0
$6,000 to $7,999	7.5
$8,000 to $9,999	9.0
$10,000 and over	10.5

The amounts provided in this section shall be adjusted each January 1 after January 1, 1983, in accordance with the changes in building costs, as indicated in the United States Department of Commerce Composite Cost Index for Construction Costs.

5412.4. Section 5412 shall not be applied in any judicial proceeding which was filed and served by any city, county, or city and county prior to January 1, 1982, except that Section 5412 shall be applied in litigation to prohibit the removal without compensation of any advertising display located within 660 feet from the edge of the right-of-way of an interstate or primary highway with its copy visible from the highway, or any advertising display placed or maintained beyond 660 feet from the edge of the right-of-way of an interstate or primary highway that is placed with the purpose of its message being read from the main traveled way of the highway.

5412.6. The requirement by a governmental entity that a lawfully erected display be removed as a condition or prerequisite for the

issuance or continued effectiveness of a permit, license, or other approval for any use, structure, development, or activity other than a display constitutes a compelled removal requiring compensation under Section 5412, unless the permit, license, or approval is requested for the construction of a building or structure which cannot be built without physically removing the display.

5413. Prior to commencing judicial proceedings to compel the removal of an advertising display, the director may elect to negotiate with the person entitled to compensation in order to arrive at an agreement as to the amount of compensation to be paid. If the negotiations are unsuccessful, or if the director elects not to engage in negotiations, a civil proceeding may be instituted as set forth in Section 5414.

To facilitate the negotiations, the Department of Transportation shall prepare a valuation schedule for each of the various types of advertising displays based on all applicable data. The schedule shall be updated at least once every two years. The schedule shall be made available to any public entity requesting a copy.

5414. Proceedings to compel the removal of displays and to determine the compensation required by this chapter shall be conducted pursuant to Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure.

5415. The director shall prescribe and enforce regulations for the erection and maintenance of advertising displays permitted by Sections 5226, 5405, and 5408 consistent with Section 131 of Title 23 of the United States Code and the national standards promulgated thereunder by the Secretary of Transportation; provided, that the director shall not prescribe regulations imposing stricter requirements for the size, spacing or lighting of advertising displays than are prescribed by Section 5408 and provided that the director shall not prescribe regulations to conform to changes in federal law or regulations made after November 8, 1967, without prior legislative approval.

Notwithstanding any other provisions of this chapter, no outdoor

advertising shall be placed or maintained adjacent to any interstate highway or primary highway in violation of the national standards promulgated pursuant to subsections (c) and (f) of Section 131 of Title 23 of the United States Code, as such standards existed on November 8, 1967.

5416. The director shall seek, and may enter into, agreements with the Secretary of Transportation of the United States and shall take such steps as may be necessary from time to time to obtain, and may accept, any allotment of funds as provided by subdivision (j) of Section 131 of Title 23 of the United States Code, as amended from time to time, and such steps as may be necessary from time to time to obtain funds allotted pursuant to Section 131 for the purpose of paying the 75 percent federal share of the compensation required by subdivision (g) of Section 131 of Title 23 of the United States Code.

5417. From state funds appropriated by the Legislature for such purposes and from federal funds made available for such purposes, the California Transportation Commission may allocate funds to the director for payment of compensation authorized by this chapter.

5418. The California Transportation Commission is authorized to allocate sufficient funds from the State Highway Account in the State Transportation Fund that are available for capital outlay purposes to match federal funds made available for the removal of outdoor advertising displays.

5418.1. When allocating funds pursuant to Section 5418, the commission shall consider, and may designate for expenditure, all or any part of such funds in accordance with the following order of priorities for removal of those outdoor advertising displays for which compensation is provided pursuant to Section 5412:

(a) Hardship situations involving outdoor advertising displays located adjacent to highways which are included within the state scenic highway system, including those nonconforming outdoor advertising displays which are offered for immediate removal by the owners thereof.

(b) Hardship situations involving outdoor advertising displays located adjacent to other highways, including those nonconforming outdoor advertising displays which are offered for removal by the owners thereof.

(c) Nonconforming outdoor advertising displays located adjacent to highways which are included within the state scenic highway system.

(d) Nonconforming outdoor advertising displays which are generally used for product advertising, and which are located in unincorporated areas.

(e) Nonconforming outdoor advertising displays which are generally used for product advertising located within incorporated areas.

(f) Nonconforming outdoor advertising displays which are generally used for non-motorist-oriented directional advertising.

(g) Nonconforming outdoor advertising displays which are generally used for motorist-related directional advertising.

5419. (a) The director shall seek agreement with the Secretary of Transportation of the United States, or his successor, under provisions of Section 131 of Title 23 of the United States Code, to provide for effective control of outdoor advertising substantially as set forth herein, provided that such agreement can vary and change the definition of "unzoned commercial or industrial area" as set forth in Section 5222 and the definition of "business area" as set forth in Section 5223, or other sections related thereto, and provided further that if such agreement does vary from such sections it shall not be effective until the Legislature by statute amends the sections to conform with the terms of the agreement. If agreement is reached on these terms, the director shall execute the agreement on behalf of the state.

(b) In the event an agreement cannot be achieved under subdivision (a), the director shall promptly institute proceedings of the kind provided for in subdivision (1) of Section 131 of Title 23 of the United States Code, in order to obtain a judicial determination as to whether this chapter and the regulations promulgated thereunder provide effective control of outdoor advertising as set forth therein. In such action the director shall request that the court declare rights, status, and other legal relations and declare whether

the standards, criteria, and definitions contained in the agreement proposed by the director are consistent with customary use. If such agreement is held by the court in a final judgment to be invalid in whole or in part as inconsistent with customary use or as otherwise in conflict with Section 131 of Title 23 of the United States Code, the director shall promptly negotiate with the Secretary of Transportation, or his successor, a new agreement or agreements which shall conform to this chapter, as interpreted by the court in such action.

5440. Except as otherwise provided in this article, no advertising display may be placed or maintained on property adjacent to a section of a freeway that has been landscaped if the advertising display is designed to be viewed primarily by persons traveling on the main-traveled way of the landscaped freeway.

5440.1. Except as provided in Section 5442.5, no advertising display may be placed or maintained along any highway or segment of any interstate highway or primary highway that before, on, or after the effective date of Section 131(s) of Title 23 of the United States Code is an officially designated scenic highway or scenic byway.

5441. Any advertising display which is now, or hereafter becomes, in violation of Section 5440 shall be subject to removal three years from the date the freeway has been declared a landscaped freeway by the director or the director's designee and the character of the freeway has been changed from a freeway to a landscaped freeway.

5442. Section 5440 does not apply to any advertising structure or sign if the advertising display is used exclusively for any of the following purposes:

(a) To advertise the sale or lease of the property upon which the advertising display is placed.

(b) To designate the name of the owner or occupant of the premises upon which the advertising display is placed, or to identify the premises.

(c) To advertise goods manufactured or produced, or services

rendered, on the property upon which the advertising display is placed.

5442.5. Section 5440.1 does not apply to any advertising display if the advertising display is used exclusively for any of the following purposes:

(a) Directional and official signs and notices, including, but not be limited to, signs and notices pertaining to natural wonders or scenic and historical attractions that are otherwise required or authorized by law and conform to regulations adopted by the department.

(b) Signs, displays, and devices advertising the sale or lease of real property upon which they are located.

(c) Signs, displays, and devices, including, but not limited to, those that may be changed at reasonable intervals by electronic process or by remote control, advertising activities conducted on the property on which they are located.

(d) Signs lawfully in existence on October 22, 1965, as determined by the department to be landmark signs, including signs on farm structures or natural surfaces, or of historic or artistic significance the preservation of which, in the opinion of the department, would be consistent with the purposes of this section, as determined by regulations adopted by the department.

(e) Signs, displays, and devices advertising the distribution by nonprofit organizations of free coffee to individuals traveling on the interstate system or the primary system. For the purpose of this subdivision, the term "free coffee" means, coffee for which a donation may be made, but is not required.

5442.7. (a) Section 5440 does not apply to any freestanding identifying structure that is used exclusively to identify development projects, business centers, or associations located within the jurisdiction of, and sponsored by, the City of Richmond to support economic development activities.

(b) A structure erected pursuant to subdivision (a) shall conform to all of the following conditions:

(1) Not more than one identifying structure may be used by the

City of Richmond and only if approved by that city by ordinance or resolution after a duly noticed public hearing regarding the structure.

(2) Placement of the structure shall not require the immediate trimming, pruning, topping, or removal of existing trees to provide visibility to the structure, unless done as part of the normal landscape maintenance activities that would have been undertaken without regard to the placement of the structure.

(3) The structure shall be generic only and shall not identify any specific business.

(4) No public funds may be expended to pay for the costs of the structure.

(5) The structure shall not cause a reduction in federal aid highway funds as provided in Section 131 of Title 23 of the United States Code.

5442.8. Section 5440 does not apply to any advertising structure or sign if the advertising display is used exclusively to identify development projects, business centers, or associations located within the jurisdiction of, or sponsored by, the City of Costa Mesa to support economic development activities, if all of the following conditions are met:

(a) No other display is used by the city pursuant to this section.

(b) The governing body of the city has authorized placement of the display by an ordinance or resolution adopted following a duly noticed public hearing regarding the display.

(c) Placement of the display will not necessitate the immediate trimming, pruning, topping, or removal of existing trees in order to make the display visible or to improve its visibility, unless done as part of the normal landscape maintenance activities that would have been undertaken without regard to the placement of the display.

(d) The display does not cause a reduction in federal aid highway funds, as provided in Section 131 of Title 23 of the United States Code.

5442.9. (a) Notwithstanding Section 5440, a city described in subdivision (b) may erect a nonconforming display if all of the

following apply:

(1) The display is placed on property that the city has owned since before January 1, 1995.

(2) Not more than one additional display is added to the number of signs within the city that do not conform to this article as of January 1, 2000.

(3) The display is located within the boundaries of the city.

(4) Placement or maintenance of the display does not require the immediate trimming, pruning, topping, or removal of existing trees to provide visibility to the display, unless done as part of the normal landscape maintenance activities that would have been undertaken without regard to the placement or maintenance of the display.

(5) No public funds are required to be expended to pay for the costs of the display.

(6) The display does not impose additional liability on the Department of Transportation.

(7) The display does not cause a reduction in federal aid highway funds, as provided in Section 131 of Title 23 of the United States Code.

(8) All proceeds received by a participating city by allowing the erection of the nonconforming display are expended by the city solely for parks and programs for at-risk youth.

(9) The display does not advertise products or services which are directed at an adult population, including, but not limited to, alcohol, tobacco, and gambling activities.

(b) For purposes of this section, city is any city that meets all of the following conditions:

(1) The city's population is 17,000 persons or less.

(2) The city's annual budget is less than eight million dollars ($8,000,000).

(3) The city's geographical area is less than 1.7 square miles.

(4) The city is located in an urbanized county containing a population of 6,000,000 or more persons.

5442.10. (a) Notwithstanding any other provision of this chapter, Section 5440 does not apply to any advertising display if all of the following conditions are met:

(1) Not more than five advertising displays, whose placement or maintenance is otherwise prohibited under this chapter, shall be erected and only if approved by the Oakland-Alameda County Coliseum Authority.

(2) All five advertising displays shall meet the 1,200 square foot size restriction set forth in subdivision (a) of Section 5408. However, subject to subdivision (b), three of the advertising displays may be vertically oriented so long as those displays do not exceed 60 feet in height and 25 feet in length, including border and trim and excluding base or apron supports, and other structural members.

(3) The display area of each advertising display is measured by the smallest square, rectangle, circle, or combination that will encompass the display area. For purposes of this section, embellishments and secondary signs located in the border or trim around a display area advertising the name of the coliseum complex or the identities of athletic teams who are licensees or lessees of all or portions of the Oakland-Alameda County Coliseum Complex shall not cause the border or trim areas to be included in a display face for measurement purposes. In the case of an LED display advertising on-premises activities at the Oakland-Alameda County Coliseum Complex, or off-premises, noncommercial community activities, the LED portion of the display face shall not be included for measurement purposes.

(4) Placement or maintenance of each advertising display does not require the immediate trimming, pruning, topping, or removal of trees located on a state highway right-of-way to provide visibility to the advertising display, unless done as part of the normal landscape maintenance activities that would have been undertaken without regard to the placement of the display.

(5) No advertising display shall advertise products or services that are directed at an adult population, including, but not limited to, alcohol, tobacco, gambling, or sexually explicit material.

(6) Each advertising display shall be located on the Oakland-Alameda County Coliseum Complex property and shall comply with the spacing requirements set forth in subdivision (d) of Section 5408, as implemented by department regulation.

(7) If any advertising display erected pursuant to this section is removed for purposes of a transportation project undertaken by the department, the display owner is entitled to relocate that display within the Oakland-Alameda County Coliseum Complex property, and is not entitled to monetary compensation for the removal or relocation even if relocation is not possible.

(8) The display shall not cause a reduction in federal aid highway funds as provided in Section 131 of Title 23 of the United States Code.

(b) For the specific purpose of this section and in accordance with the Memorandum for Record with the Federal Highway Administration dated January 17, 2001, upon the written request of the Oakland-Alameda County Coliseum Authority on behalf of its licensee or contractor seeking to erect one or more of the three advertising displays allowed by paragraph (2) of subdivision (a) consisting of a size not to exceed 60 feet in height and 25 feet in length, the department shall promptly request Federal Highway Administration approval of that change in orientation to ensure that the advertising displays will not cause a reduction in federal aid highway funds. Upon receipt of the approval from the Federal Highway Administration, the advertising display or displays may be erected.

(c) For the purposes of this section, the Oakland-Alameda County Coliseum Complex is the real property and improvements located at 7000 Coliseum Way, City of Oakland, and more particularly described in Parcel Map 7000, filed August 1, 1996, Map Book 223, Page 84, Alameda County Records, Assessor's Parcel Nos. 041-3901-008 and 041-3901-009.

5442.11. Notwithstanding any other provision of this chapter, Section 5440 does not apply to any advertising display in the Mid-City Recovery Redevelopment Project Area within the City of Los Angeles if all of the following conditions are met:

(a) Not more than four advertising displays, whose placement or maintenance is otherwise prohibited under this chapter, may be erected if approved by the Community Redevelopment Agency of the City of Los Angeles as part of an owner-participation agreement or disposition and development agreement.

(b) All four advertising displays meet the requirements set forth in Section 5405 and 5408.

(c) Placement or maintenance of each advertising display does not require the immediate trimming, pruning, topping, or removal of trees located on a state highway right-of-way to provide visibility to the advertising display, unless done as part of the normal landscape maintenance activities that would have been undertaken without regard to the placement of the display.

(d) No advertising display shall advertise products or services that are directed at an adult population, including, but not limited to, alcohol, tobacco, gambling, or sexually explicit material.

(e) If any advertising display erected pursuant to this section is removed for purposes of a transportation project undertaken by the department, the display owner is entitled to relocate that display and is not entitled to monetary compensation for the removal or relocation.

(f) The advertising display shall not cause a reduction in federal aid highway funds as provided in Section 131 of Title 23 of the United States Code.

5442.13. (a) Notwithstanding any other provision of this chapter, Section 5440 shall not prohibit an advertising display in the City of Los Angeles by a not-for-profit educational academy that is exempt from taxation pursuant to Section 501(c)(3) of Title 26 of the United States Code, if all of the following conditions are met:

(1) The exception provided by this section is limited to only one advertising display.

(2) The site of the academy is located immediately adjacent to State Highway Routes 10 and 110 in the City of Los Angeles.

(3) The academy's curriculum focuses on providing arts and entertainment business education.

(4) The advertising display is constructed on the roof of the academy's facility.

(5) The advertising display meets the requirements set forth in Sections 5405 and 5408.

(6) Placement or maintenance of the advertising display does not require the immediate trimming, pruning, topping, or removal of trees

located on a state highway right-of-way to provide visibility to the advertising display, unless done as part of the normal landscape maintenance activities that would have been undertaken without regard to the placement of the display.

(7) Revenues accruing to the academy from the advertising display are used exclusively for the acquisition, operation, and improvement of the academy.

(b) An advertising display erected pursuant to this section shall not advertise products or services that are directed at an adult population, including, but not limited to, alcohol, tobacco, gambling, or sexually explicit material.

(c) If an advertising display erected pursuant to this section is removed for purposes of a transportation project undertaken by the department, the display owner shall be entitled to relocate that advertising display with no compensation for the removal or relocation, and the relocation shall be limited to a site on the property of the academy specified in subdivision (a).

(d) An advertising display erected pursuant to this section shall not cause a reduction in federal aid highway funds, as provided in Section 131 of Title 23 of the United States Code.

(e) If the academy specified in subdivision (a) closes or otherwise ceases to operate, the advertising display permitted under this section shall no longer be authorized and shall be removed from the property of the academy.

(f) Notwithstanding Section 5412, if the property on which the academy specified in subdivision (a) is sold, the seller shall remove the billboard from the property without compensation before title to the property is transferred to the buyer.

(g) The academy specified in subdivision (a) shall prepare an audit of the revenues generated by the advertising display authorized under this section that includes, but is not limited to, the total revenues generated from the display, the amount of revenues received by the academy, and the expenditures and uses of the revenue. The audit shall be submitted to the Controller and the Legislature on or before January 1, 2007, and every four years thereafter.

(h) The academy specified in subdivision (a) shall comply with the provisions of the City of Los Angeles regulation designated as

Section 12.21A 7 (l) of the Los Angeles Municipal Code. The requirements of this subdivision shall be waived if the City of Los Angeles fails to implement, comply with, and make a determination pursuant to the provisions of Section 12.21A7 (l) of the Los Angeles Municipal Code on or before January 1, 2005.

5443. Nothing in this article prohibits either of the following:

(a) Any county from designating the districts or zones in which advertising displays may be placed or prohibited as part of a county land use or zoning ordinance.

(b) Any governmental entity from entering into a relocation agreement pursuant to Section 5412 or the department from allowing any legally permitted display to be increased in height at its permitted location or to be relocated if a noise attenuation barrier is erected in front of the display or if a building, construction, or structure, including, but not limited to, a barrier, bridge, overpass, or underpass, has been or is then being erected by any government entity that obstructs the display's visibility within 500 feet of the display and that relocated display or that action of the department would not cause a reduction in federal aid highway funds as provided in Section 131 of Title 23 of the United States Code or an increase in the number of displays within the jurisdiction of a governmental entity which does not conform to this article. Any increase in height permitted under this subdivision shall not be more than that necessary to restore the visibility of the display to the main-traveled way. An advertising display relocated pursuant to this subdivision shall comply with all of the provisions of Article 6 (commencing with Section 5350).

5443.5. Nothing in this article prohibits the Department of Transportation from allowing any legally permitted display situated on property being acquired for a public use to be relocated, subject to the approval of the public agency acquiring the property and the approval of the jurisdiction in which the display will be relocated, so long as the action of the department in allowing the relocation of the display would not cause a reduction in federal-aid highway funds, as provided in Section 131 of Title 23 of the United States

Code, or an increase in the number of displays which do not conform to this article within the jurisdiction of a governmental entity.

5460. It is unlawful for any person to place or cause to be placed, or to maintain or cause to be maintained any advertising display without the lawful permission of the owner or lessee of the property upon which the advertising display is located.

5461. All advertising displays which are placed or which exist in violation of the provisions of this chapter are public nuisances and may be removed by any public employee as further provided in this chapter.

5463. The director may revoke any license or permit for the failure to comply with this chapter and may remove and destroy any advertising display placed or maintained in violation of this chapter after 30 days' written notice is forwarded by mail to the permitholder at his or her last known address. If no permit has been issued, a copy of the notice shall be forwarded by mail to the display owner, property owner, or advertiser at his or her last known address.

Notwithstanding any other provision of this chapter, the director or any authorized employee may summarily and without notice remove and destroy any advertising display placed in violation of this chapter which is temporary in nature because of the materials of which it is constructed or because of the nature of the copy thereon.

For the purpose of removing or destroying any advertising display placed in violation of this chapter, the director or the director's authorized agent may enter upon private property.

5464. Every person as principal, agent or employee, violating any of the provisions of this chapter is guilty of a misdemeanor.

5465. The remedies provided in this chapter for the removal of illegal advertising displays are cumulative and not exclusive of any other remedies provided by law.

5466. (a) Notwithstanding any other provision of law, as to an advertising display in place as of August 12, 2004, a cause of action for the erection or maintenance of an advertising display that violates this chapter or the laws of a local governmental entity shall not be brought by a private party against an advertising display that has been in continuous existence in its current location for a period of five years. However, if the advertising display has been illegally modified, the cause of action for the illegal modification may be brought by a private party if it is filed within five years of the date the modification was made.

(b) This section shall not apply to a cause of action brought by a governmental entity that is based on the erection or maintenance of an advertising display that violates this chapter or the laws of the governmental entity.

ATTACHMENT 7

(Copy Chapter 17.36 Sign Regulations)

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Chapter 17.36 - SIGN REGULATIONS

Sections:

17.36.010 - Purpose.

The purpose of this chapter is to establish sign regulations that are intended to:

A. Limit and control the location, size, type and number of signs allowed in the City of Banning.
B. To provide for a more orderly display of advertising devices, while implementing community design standards with respect to character, quality of materials, color, illumination and maintenance, which are consistent with the City's General Plan.
C. To bring these advertising devices into harmony with the buildings, with the neighborhood, with the natural environment, and with other signs in the area.
D. To preserve and improve the appearance of the City as a place in which to live and work, and as an attraction to nonresidents who come to visit or trade.
E. To encourage sound signage practices as an aid to business and for the information of the public, while preventing excessive and confusing sign displays.
F. To reduce hazards to motorists, bicyclists and pedestrians.
G. And to promote the public health, safety, viewsheds, aesthetic values, and general welfare of the community by regulating and controlling all matters relating to signs.

(Zoning Ord. dated 1/31/06, § 9109.01.)

17.36.020 - Applicability.

A. This chapter shall apply to all signage proposed within the community. No signs shall be erected or maintained in any land use district established by this Zoning Ordinance, except those signs specifically enumerated in this chapter. The number and area of signs as outlined in this chapter are intended to be maximum standards.
B. In addition to the standards set forth herein, consideration shall be given to a sign's relationship to the need that it serves, and the overall appearance of the subject property as well as the surrounding community. Compatible design, simplicity, and sign effectiveness are to be used in establishing guidelines for sign approval.

(Zoning Ord. dated 1/31/06, § 9109.02.)

17.36.030 - Definitions.

Abandoned Sign. Any display remaining in place or not maintained for a period of 120 days or more which no longer advertises or identifies an on-going business, product, or service available on the business premises where the display is located.

Address Sign. The numeric reference of a structure or use to a street, included as part of a wall or monument sign.

A-Frame Sign. A free standing sign usually hinged at the top, or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A". Such signs are usually designed to be auxiliary portable commercial signage, hence they are not considered permanent signs.

Anchor Tenant. A shopping center key tenant, usually the largest or one of the largest tenants located within the shopping center, which serves to attract customers to the center through its size, product line, name, and reputation.

Animated Sign. A sign with action or motion, flashing or color changes, requiring electrical energy, electronic or manufactured sources of supply, but not including wind actuated elements such as flags or banners. Said definition shall not include displays such as time and temperature, revolving, changeable copy or public information centers.

Announcement or Bulletin Board Signs. Signs permanent in character designed to accept changeable copy, handbills, posters and matters of a similar nature.

Area of sign. The area of a sign shall be the entire area including any type of perimeter or border which may enclose the outer limits of any writing, representation, emblem, figure or character excluding architectural features or design. The area of the sign having no such perimeter or border shall be computed by enclosing the entire area within

parallelograms, triangles or circles of the smallest size sufficient to cover the entire area of the sign and computing the area of these parallelograms, triangles or circles. The area computed shall be the maximum portion or portions which may be viewed from any one direction.

Awning, Canopy, or Marquee Sign. A nonelectric sign that is printed on, painted on, or attached to an awning, canopy, or marquee and is only permitted on the vertical surface or flap.

Banner. A temporary display such as used to announce open houses, grand openings or special announcements. Often made of cloth, bunting, plastic, paper, or similar material.

Bench Sign. Copy painted on any portion of a bus stop or other bench.

Billboard or Off-Site Sign. A sign structure advertising an establishment, merchandise, service, or entertainment, which is not sold, produced, manufactured, or furnished at the property on which the sign is located.

Building Face and/or Frontage. The length of the single front building elevation in which the primary entrance to the business is located. If more than one business is located in a single building, then such length shall be limited to that portion which is occupied by each individual business.

Canopy Sign. Shall mean a sign attached to either the underside of the canopy, or marquee, or directly to the canopy itself.

Changeable Copy Sign. A sign designed to allow the changing of copy through manual, mechanical, or electrical means.

Civic Event Sign. A temporary sign, other than a commercial sign, posted to advertise a civic event sponsored by a public agency, school, church, civic-fraternal organization, or similar noncommercial organization.

Commercial Seasonal Sign. An "open" or "closed" window sign, posted on a seasonal basis.

Contractor's Sign/Construction Sign. A temporary sign erected on the parcel on which construction is taking place, limited to the duration of the construction, indicating the names of the architects, engineers, landscape architects, contractors, or similar artisans, and the owner, financial supporters, sponsors, and similar individuals or firms having a major role or interest with respect to the structure or project.

Directional Sign. Signs limited to on-premises directional messages, principally for pedestrian or vehicular traffic, such as "one way", "entrance", or "exit".

Directory Sign. A sign for listing the tenants or occupants and their suite numbers of a building or center.

Double-faced Sign. A single structure designed with the intent of providing copy on both sides.

Eaveline. The bottom of the roof eave or parapet.

Election Sign. A temporary sign related to or directly associated with a national, state, county or local election or referendum.

Flags and pennants. Shall mean devices generally made of flexible materials, usually cloth, paper or plastic, and displayed on strings. They may or may not contain copy. This definition shall not include the flag of the United States or of any state.

Flags of the State and Nation.A flag of the United States or the State of California.

Flashing Sign.A sign that contains an intermittent or sequential flashing light source.

Freestanding Sign.A sign which is supported by one or more uprights, braces, poles, or other similar structural components that is not attached to a building or buildings. Flagpoles are not included in this definition.

Freeway.A highway in respect to which the owners of abutting land have no right or easement of access or in respect to which such owners have only limited or restricted right or easement of access, and which is declared to be such in compliance with the Streets and Highways Code of the State of California.

Future Tenant Identification Sign.A temporary sign which identifies a future use of a site or building.

Grand Opening.A promotional activity not exceeding 30 calendar days used by newly established businesses, within 2 months after occupancy, to inform the public of their location and service available to the community. Grand Opening does not mean an annual or occasional promotion of retail sales or activity by a business.

Ground Sign.A display attached to the ground, within an architecturally planned wall or structure, and not over eight (8) feet in height.

Height of Sign. The greatest vertical distance measured from the existing grade at the mid-point of the sign support (s) that intersect the ground to the highest element of the sign.

Holiday Decoration Sign. Temporary signs, in the nature of decorations, clearly incidental to and customarily associated with holidays.

Identification Sign.A sign attached to the building and displaying only the name, type of business, and/or logo in combination, identifying a particular business establishment.

Illegal Sign. Any of the following: a sign erected without first complying with all ordinances and regulations in effect at the time of its construction and erection or use; a sign that was legally erected, but whose use has ceased, or the structure upon which the display is placed has been abandoned by its owner, not maintained, or not used to identify or advertise an ongoing business for a period of not less than 120 days; a sign that was legally erected which later became nonconforming as a result of the adoption of an ordinance, the amortization period for the display provided by the ordinance rendering the display nonconforming has expired, and conformance has not been accomplished; a sign which is a danger to the public or is unsafe; a sign which is a traffic hazard not created by relocation of streets or highways or by acts of the City or County. Abandoned signs and prohibited signs are also illegal.

Illuminated Sign. A sign with an artificial light source, either internal or external, for the purpose of lighting the sign.

Institutional Sign. A sign identifying the premises of a church, school, hospital rest home, or similar institutional facility.

Kiosk. An off-premise sign of no more than four square feet in size, used for directing people to the sales office or models of a residential subdivision project.

Logo. An established identifying symbol or mark associated with a business or business entity.

Lot or Street frontage. The linear front footage of a parcel of property abutting a dedicated public street.

Logo Sign. An established trademark or symbol identifying the use of a building.

Monument Sign. An independent structure supported from grade to the bottom of the sign with the appearance of having a solid base.

Murals. Painted wall signs which have a majority of the sign area comprised of noncommercial content, which generally have artistic, historic or cultural themes, and which are designed and painted (or supervised) by an artist who possesses demonstrated knowledge and expertise in the design, materials, and execution of murals or other art. Commercial content of murals shall be subject to all applicable sign limitations of the underlying zone district.

Non-Commercial Sign. A sign which does not promote, identify or sell a business or product.

Nonconforming Sign. A legally established sign which fails to conform to the regulations of this chapter. Otherwise conforming signs whose height exceeds the provisions of this chapter only because a special topographical circumstance results in a material impairment of the visibility of the display or the owner's ability to adequately and effectively continue to communicate with the public through the use of the display if the sign were limited to the height allowed in this chapter shall not be considered nonconforming.

Occupancy Frontage. Each individual tenant space within a building or group of buildings which faces upon a dedicated street or public parking area between such space and street.

Off-Site Sign. Any sign which advertises or informs in any manner businesses, services, goods, persons, or events at some location other than that upon which the sign is located. Off-premise sign, billboard, and outdoor advertising structure are equivalent terms.

Open House Sign. A temporary on-site sign posted to indicate a salesperson is available to represent the property subject to sale, lease, or rent.

Painted Sign. Signs painted on the exterior surface of a building or structure; however, if such signs have raised borders, letters, characters, decorations or lighting appliances, they shall be considered wall signs.

Parcel or lot of real property. A parcel or lot of real property under separate ownership from any other parcel or lot and having street or highway frontage.

Political Sign. A sign other than an election sign directly associated with an ideological, political or similar noncommercial message on a sign.

Portable Sign. A sign that is not permanently attached to the ground or a building.

Projecting Sign. Any sign which is suspended from or supported by a building or wall, and which projects eighteen (18) inches or more outward therefrom.

Promotional Sign. A sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service, or to promote a special sale.

Public Information Center. Any display which is characterized by changeable copy, letters or symbols.

Real Estate Sign. An on-site sign pertaining to the sale or lease of the premises.

Revolving Sign. Any sign that revolves, either by wind actuation or by electrical means.

Roof Sign. A sign erected, constructed, or placed upon or over a roof of a building, including a mansard roof and which is wholly or partly supported by such buildings.

Shopping Center. A group of four (4) or more businesses which function as an integral unit on a single parcel or group of parcels and utilize common off-street parking and access and is identified as a shopping center.

Sign. Any structure, housing, device, figure, statuary, painting, display, message placard, or other contrivance, or any part thereof, which is designed, constructed, created, engineered, intended, or used to advertise, or to provide data or information in the nature of advertising, for any of the following purpose: to designate, identify, or indicate the name of the business of the owner or occupant of the premises upon which the advertising display is located; or, to advertise the business conducted, services available or rendered, or the goods produced, sold, or available for sale, upon the property where the advertising display is erected. This definition shall include all parts, portions, units and materials composing same, together with illumination, frame, background, structure, support and anchorage therefor.

Sign Area. The entire face of a sign, including the surface and any framing, projections, or molding, but not including the support structure. Individual channel-type letters mounted on a building shall be measured by the area enclosed by four straight lines outlining each word or grouping of words.

Sign Program. A coordinated program of one or more signs for an individual building or building complexes with

multiple tenants.

Temporary Sign. A sign intended to be displayed for a limited period of time.

Time and temperature sign. A sign giving the time and or temperature.

Trademark. A word or name which, with a distinctive type or letter style, is associated with a business or business entity in the conduct of business.

Tract development sign. A sign indicating the location of a housing tract.

Tract directional sign. An off-premises sign indicating direction to a tract development.

Vehicle Sign. A sign which is attached to or painted on a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or an activity or business located on such property.

Wall Sign. A sign painted on or fastened to a wall and which does not project more than 12 inches from the building or structure.

Window Sign. Any sign that is applied or attached to a window or located in such a manner that it can be seen from the exterior of the structure, on a permanent or temporary basis.

(Zoning Ord. dated 1/31/06, § 9109.03; Ord. No. 1382, § 3 (part).)

(Ord. No. 1424, § 3.1, 7-13-10)

17.36.040 - Sign permit required.

A. General.
   1. No sign, or temporary sign, unless exempted by this chapter, shall be constructed, displayed or altered without a sign permit or sign program approved by the City. The Community Development Department shall review all signs unless otherwise stated.
   2. Sign permits shall be reviewed and either approved or denied by the Director within 30 days of submittal of a complete application. The determination of a complete application shall be in conformance with the California Permit Streamlining Act.
   3. Determination on sign permit applications are to be guided by the standards and criteria set forth in this article. An application will be approved whenever the proposed sign conforms to all design, size, height and other standards for signs subject to a permit requirement, as such requirements are set forth in this chapter.
   4. The Director's determination shall be provided in writing, and shall include an explanation of the reasons for approval or denial. Appeal of the Director's decision shall be in conformance with Chapter 17.68, Hearings and Appeals.

B. Sign Program. A permit for a sign program shall be required for all new commercial, office, and industrial centers consisting of three or more tenant spaces. The program shall be filed with the project application to construct the center, and shall be processed concurrently with the project application. The purpose of the program shall be to integrate signs with building and landscaping design to form a unified architectural statement. This may be achieved by:
   1. The use of the same background color, and allowing signs to be of up to 3 different colors per multi-tenant center.
   2. The use of the same type of cabinet supports, or method of mounting for signs, and the same type of construction material for components, such as sign copy, cabinets, returns, and supports.
   3. The use of the same form of illumination of the signs, with internally lit signs generally being preferred by the City due to the lack of overspill from such lighting.
   4. Uniform sign placement specifications, letter height, and logo height for both anchor tenants and minor tenants.
   5. Logos may be permitted and are not subject to the color restrictions specified in the program. However, no logo should exceed 25% of the allowable sign area.

(Zoning Ord. dated 1/31/06, § 9109.04.)

17.36.050 - Exempt signs.

The following signs shall be exempt from the provisions of this chapter:

A. Window signs not exceeding two (2) square foot [feet] and limited to business identification, hours of operation, address, and/or emergency information. (Neon signs of any size require a permit, if allowed.)

B. Signs within a structure and not visible from the outside.

C. Memorial signs and plaques installed by a civic organization recognized by the Council, when cut in masonry or bronze tablets.

D. Official and legal notices issued by a court or governmental agency.

E. Official flags of the United States, the State of California, County of Riverside, or the City of Banning.

F. Identification signs on construction sites. Such signs shall be limited to one directory or pictorial display sign identifying all contractors and other parties (including lender, realtor, subcontractors, etc.). Each sign shall not exceed 20 square feet in area and 6 feet in height. Each sign shall be removed prior to issuance of a Certificate of Occupancy.

G. Election Signs. Election signs must comply with the following requirements:

1. Election signs shall be limited in size to the maximum allowed in the zones where located. Any freeway oriented freestanding sign shall be required to secure all applicable permits and comply with these sign regulations including section 17.36.110.
2. No election signs shall be permitted on public property or in the public right-of-way.
3. There are no pre-election restrictions limiting when elections signs may be erected, but the owner of the sign must remove the sign within seven days after the applicable election has ended.
4. For all election signs, the campaign shall be deemed the owner of the sign unless it can establish that it is not the owner of the sign. In the event the campaign establishes it is not the owner of the sign, the owner of the property on which the sign is placed, shall be deemed the owner of the sign.
5. In the event that any such sign violates the provisions of this chapter, or if it is not removed within the period provided hereunder, it shall be subject to abatement pursuant to the procedures prescribed in section 17.36.090.
6. Except as provided in this subsection, no permit shall be required for election signs.

H. Real estate signs for residential sales shall be one sign not exceeding four square feet in area and five feet in height, provided it is unlit and is removed within 7 days after the close of escrow or the rental or lease has been accomplished. Open House signs, for the purpose of selling a single house or condominium and not exceeding four square feet in area and five feet in height, are permitted for directing prospective buyers to property offered for sale.

I. Real estate signs for the initial sale, rental, or lease of commercial and industrial premises: One sign not to exceed 20 square feet in area to advertise the sale, lease, or rent of the premises. No such sign shall exceed eight feet in overall height and shall be removed upon sale, lease or rental of the premises or 12 months, whichever comes first. Thereafter, one sign per premise not to exceed 12 square feet in size and five feet in height is permitted for the sale, lease or rent of the premise.

J. Future tenant identification signs: One wall or freestanding sign may be placed on vacant or developing property to advertise the future use of an approved project on the property and where information may be obtained. Such sign shall be limited to one sign, a maximum of 20 square feet in area and eight feet in overall height. Any such signs shall be single faced and shall be removed prior to the granting of occupancy permit by the City.

K. Incidental signs for automobile repair stores, gasoline service stations, automobile dealers with service repairs, motels and hotels, showing notices of services provided or required by law, trade affiliations, credit cards accepted, and the like, attached to the structure or building; provided that all of the following conditions exist:

1. The signs number no more than three.
2. No such sign projects beyond any property line.
3. No such sign shall exceed an area per face of three square feet.
4. Signs may be double-faced.

L. Copy applied to fuel pumps or dispensers such as fuel identification, station logo, and other signs required by

law.

M. Agricultural signs, either wall or freestanding types, non-illuminated, and not exceeding four square feet for lots two acres or less and 10 square feet for lots greater than two acres, identifying only the agricultural products grown on the premises. The number of such signs shall be one per street frontage or a maximum of two, with wall signs to be located below the roofline and freestanding signs to be no higher than six feet.

N. Sign programs which have been approved prior to the adoption of this Zoning Ordinance.

O. Municipal and traffic control signs: Directional signs to aid vehicle or pedestrian traffic provided that such signs are located on-site, have a maximum area which does not exceed three square feet, have a maximum overall height of four feet above grade, and are mounted on a monument or decorative pole. Such signs may be located in a required setback provided that a minimum distance of five feet from any property line is maintained. Directional signs to the railway, the airport or the highway are among the types of signs which fall in this category.

P. Temporary window signs may be permitted on the inside of windows facing out which do not cover more than 25% of the individual window surface for a period not to exceed 30 days use during any 60 day period. Temporary painted signs may be on the outside of the window.

Q. Historic site and historic landmark, and neighborhood signs, when designed in conformance with standards of the California Historic Commission or a similar entity.

R. Professionally made restroom, telephone and walkway signs of under one square foot.

S. Emblems or signs of a political, civic, philanthropic, educational or religious organizations, if those signs are on the premises occupied by such organizations, and do not exceed 24 square feet in area, or number more than one emblem or sign in total.

T. Political Signs. Political signs must comply with the following requirements:

1. Political signs shall be limited in size to the maximum allowed in the zones where located. Any freeway oriented freestanding sign shall be required to secure all applicable permits and comply with these sign regulations including section 17.36.110.
2. No political signs shall be permitted on public property or in the public right-of-way.
3. In the event that any such sign violates the provisions of this chapter, it shall be subject to abatement pursuant to the procedures prescribed in section 17.36.090.
4. Except as provided in this subsection, no permit shall be required for political signs.

(Zoning Ord. dated 1/31/06, § 9109.05.)

(Ord. No. 1424, § 3.2, 3.3, 7-13-10; Ord. No. 1487 § 3.2, 4-18-15)

17.36.060 - Prohibited signs.

The following signs are inconsistent with the sign standards set forth in this chapter, and are therefore prohibited:

A. Abandoned signs.

B. Animated, moving, flashing, blinking, reflecting, revolving, or any other similar sign, except electronic message boards.

C. All banners, flags, and pennants in the Downtown Commercial zoning district and located within 50 feet of a residential property.

D. Billboards.

E. [Reserved].

F. Changeable copy signs and electronic message boards, except as allowed by a Conditional Use Permit for movie theaters, arenas, stadiums, or auto malls in the commercial land use districts.

G. Reserved.

H. Off site signs, except as permitted elsewhere in this ordinance.

I. Permanent sale signs.

J. Portable signs or A-frame signs, except in the Downtown Commercial zone and shall not pose a hazard to pedestrians; and, shall be stable under all-weather conditions or shall be removed.

K. Roof signs.

L. Signs on public property or the public rights-of-way, except for traffic regulation and signs permitted by a governmental agency.
M. Signs painted on fences or roofs.
N. Balloons and other inflated devices or signs designed to attract attention, except with Temporary Use Permit.
O. Signs that are affixed to vehicles, excluding permanent signs on commercial vehicles which are driven on a daily or weekly basis.
P. Signs which simulate in color or design a traffic sign or signal, or which make use of words, symbols or characters in such a manner to interfere with, mislead, or confuse pedestrian or vehicular traffic.
Q. Signs which singly or in combination with other signs block more than 5% of the view from any window or door of any structure or dwelling used primarily as a residence.
R. Signs which singly or in combination with other signs, for any portion of the day, block natural sunlight from falling upon any window or door of any structure or dwelling used primarily as a residence.
S. Signs which singly or in combination with other signs block more than 33% for solid lettering (or up to 50% if perforated vinyl window signs) of the view from any window or door of any structure used or occupied by people for more than an hour of a typical day, in all zoning districts of the City.

(Zoning Ord. dated 1/31/06, § 9109.06; Ord. No. 1377, § 1.)

(Ord. No. 1424, § 3.4, 7-13-10; Ord. No. 1447, § 3, 2-14-12; Ord. No. 1487, § 3.2, 4-28-15)

17.36.070 - Temporary signs.

Special event signs and civic event signs may be approved by the Director for a limited period of time as a means of publicizing special events such as grand openings, carnivals, parades, charitable events and holiday sales. Such special event signs shall be limited to the following provisions:

A. No special event sign shall be erected without a temporary use permit.
B. Special event signs shall be limited to 90 days per event from the date of erection or date of permit, whichever occurs first.
C. Special event signs shall not include promotional sales signs, and they must be taken down within a week after the conclusion of the special event.
D. Special event signs may include balloons, inflated devices, search lights, beacons, pennants, and streamers.
E. Such temporary signs may not be granted to the same business or location more than twice during any one year.

(Zoning Ord. dated 1/31/06, § 9109.07; Ord. No. 1448, § 9, 5-8-12)

17.36.080 - Off-site residential subdivision directional signs.

The following shall regulate and establish a standardized program of off-site residential subdivision directional kiosk signs for the City. For the purposes of this subsection, a residential subdivision is defined as a housing project within a recorded tract where five or more structures or dwelling units are concurrently undergoing construction.

A. No kiosk sign structure shall be located less than 300 feet from an existing or previously approved kiosk site, except in the case of signs on different corners of an intersection.
B. The placement of each kiosk sign structure shall be reviewed and approved by the Director.
C. All kiosk signs shall be placed on private property with written consent of the property owner.
D. A kiosk sign location plan shall be prepared, showing the site of each kiosk directional sign, and shall be approved by the Director prior to the issuance of a sign permit.
E. There shall be no additions, tag signs, streamers, devices, display boards, or appurtenances, added to the kiosk signs as originally approved, no other non-permitted directional signs, such as posters or trailer signs, may be used.
F. All non-conforming subdivision kiosk directional signs associated with the subdivision in question must be removed prior to the placement of directional kiosk sign(s).
G. Kiosk signs, or attached project directional signage, shall be removed when the subdivision is sold out. The applicant (or his/her legal successors) will be responsible for removal of panels and structures no longer needed.

(Zoning Ord. dated 1/31/06, § 9109.08.)

(Ord. No. 1424, § 3.5, 7-13-10)

17.36.090 - Abatement of abandoned or illegal temporary signs.

A. Every temporary sign not owned by the property owner of the property on which it is erected shall be marked to indicate on the sign the identity of the sign owner, provided that for any commercial sign where not otherwise indicated it shall be presumed that the business being advertised is the owner.

B. Any abandoned or illegal temporary sign is hereby declared to be a danger to the health, safety, and welfare of the citizens of Banning. Any sign which is (i) in deteriorating condition and not maintained in the condition in which it was originally installed, (ii) violates conditions of the sign permit, or (iii) is partially or wholly obscured by the growth of dry vegetation or weeds or by the presence of debris or litter also presents a danger to the health, safety, and welfare of the Banning community. Such signs may be abated as provided in this chapter.

C. Any such signs as set forth above are hereby deemed to be a public nuisance. Any such sign, including any and all structural supports, shall be removed by the property owner within ten days after notice from the director, which notice shall provide an opportunity to be heard before the director on the abandonment and nuisance decision and an appeal may be taken pursuant to chapter 17.68. Any sign not removed within ten days after such notice, may be abated by the director if no appeal has been taken from the director's decision, or, if the appeal has been denied or modified. If after a reasonable effort to determine the owner of the sign, the owner cannot be found, then the city may summarily remove the sign and the same shall be stored for a period of thirty days, during which time they may be recovered by the owner.

D. Costs of an abatement conducted pursuant to this chapter shall be assessed against the owner of the sign, and to the extent permissible under law, against the owner of the property, using the procedures established in the Banning Municipal Code.

(Zoning Ord. dated 1/31/06, § 9109.09.)

(Ord. No. 1424, § 3.6, 7-13-10)

17.36.100 - Sign construction and maintenance.

A. Every sign, and all parts, portions, and materials shall be manufactured, assembled, and erected in compliance with all applicable State, Federal, and City regulations and the Uniform Building Code.

B. Every sign, including those specifically exempt from this Zoning Ordinance, in respect to permits and permit fees, and all parts, portions, and materials shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion. Any cracked, broken surfaces, malfunctioning lights, missing sign copy or other unmaintained or damaged portion of a sign shall be repaired or replaced within 30 calendar days following notification by the City. Noncompliance with such a request shall constitute a nuisance and penalties may be assessed in accordance with the provisions of these zoning ordinances.

(Zoning Ord. dated 1/31/06, § 9109.10.)

17.36.110 - Sign regulations.

Signs permitted in each of the City's land use districts are identified below. In addition to the following regulations, all signs must be in compliance with all other provisions of this chapter pertaining to signs.

Signs may have commercial or non-commercial messages. A non-commercial message may be substituted for the copy of any commercial sign allowed by this chapter.

A. Signs in Residential Zones.
   1. Up to one flagpole, displaying the flag of the US or the State of California, up to 35 feet in height, unless a permit is obtained from the City to have a flagpole in a private park or public park for up to 65 feet in height.
   2. For single family homes, the following are allowed:
      a. Up to one sign not to exceed one square foot in area, identifying the address;
      b. Up to one unlit sign not to exceed four square feet in area, pertaining to the rental, sale or lease of the property on which the sign is located. Such signs must be temporary, and may contain no flashing, blinking or reflective objects.
   3. For apartment complexes and multifamily developments, the following are allowed:

a. Sign(s) containing the name and/or address of the development, providing that the combined area of such signs is not exceeded as established below:
   i. Up to one wall sign
   ii. Up to one freestanding sign per street frontage (which shall be in a landscaped area at least 15 feet from the curb face, and not closer than five feet to the property line. Freestanding signs shall have a maximum height of eight feet inclusive of supporting structures.
   iii. The maximum combined area of the signs set forth above shall not exceed 20 square feet, for complexes with 125 feet of frontage or less, and shall not exceed 30 square feet for complexes with over 125 square feet of frontage.

4. For properties in the residential zones where farming takes place, lots may have one sign per street frontage (up to a maximum of two signs) advertising only the agricultural products grown on the premises. These signs may not be illuminated, and may be either free standing or wall signs. For lots of two acres or less, each sign may be a maximum of four square feet. For lots over two acres, each sign may be a maximum of ten square feet.
5. No neon signs are permitted in residential areas.

B. Signs in Commercial and Industrial Zones.
1. No sign attached to a structure shall be placed above the roof line.
2. Wall signs. Each business in Downtown Commercial zoning district shall be permitted wall signs per occupancy footage. The area devoted to such signs shall not exceed one square foot of sign area per one foot of building frontage, and shall not exceed 50 square feet of sign area. An introductory sign of a maximum of 5 square feet shall be allowed for 25 percent of the sign fee to encourage business in the Downtown Commercial zoning district. Each business in all other commercial and industrial zoning districts shall be permitted wall signs per the area of the wall (length times height of the wall). The area devoted to such signs shall not exceed 20 percent of the wall area. The sign area maximum for wall signs shall not apply to a freeway-oriented wall sign proposed to be located and designed in such a manner as to be viewed primarily in a direct line of sight from a main traveled roadway of a freeway or a freeway on-ramp/off-ramp and advertising onsite retail or service-oriented businesses. Freeway-oriented wall signs shall be subject to all requirements of section 17.36.110(B)(6), including requiring the approval of a conditional use permit.
3. Monument signs. Each parcel or property shall be permitted one monument sign subject to all of the following conditions being met:
   a. One square foot of sign area for one foot of building frontage is permitted. Such sign shall not exceed 50 square feet.
   b. The buildings must be set back at least 25 feet from the property line.
   c. The monument sign shall be located in a landscaped planter area not less than 50 square feet, with one dimension being at least four feet.
   d. The monument sign may be no more than 8 feet high.
   e. Shopping centers may have one monument sign not to exceed one square foot of display face per one foot of building frontage, not to exceed 100 square feet, for center identification. Said sign may include reader panels, and or a bulletin or a changeable copy pane.
4. Painted signs. Each business shall be permitted painted signs subject to the following conditions:
   a. Said signs shall be in combination with or in lieu of wall signs.
   b. The area of said painted sign shall be deducted from the total allowable wall sign.
5. Accessory signs. Signs denoting credit cards, hours of operation, etc, shall be allowed but shall not exceed three square feet in total area.
6. Freeway-Oriented Freestanding Sign. Freeway-oriented freestanding signs shall be allowed subject to the following requirements:
   a.

Said sign shall be located and designed in such a manner as to be viewed primarily in a direct line of sight from a main traveled roadway of a freeway or a freeway on-ramp/off-ramp. The phrase "viewed primarily in direct line of sight from" shall mean that the message may be seen with reasonable clarity for a greater distance by a person traveling on the main traveled roadway of a freeway or on-ramp/off-ramp than by a person traveling on the street adjacent to the sign.

b. Said signs shall be limited to on-site retail or services businesses. Shopping centers may have one freeway-oriented sign and shall include city identification or city logo as approved by planning commission. Said city identification or logo shall be excluded from the display face area calculation. When the display area of the sign is used for commercial speech, the copy must qualify as onsite to the business or shopping center.

c. Said sign shall not block another freeway-oriented freestanding sign. The applicant shall be responsible for providing the planning commission with evidence to assure satisfactory compliance with this requirement.

d. Said sign shall be located in a planter area not less than fifty square feet with one dimension being at least six feet, unless from the evidence presented to the planning commission it can be determined that the area is not visible from public street or right-of-way, or the absence of the planter shall not be detrimental to the appearance of the area.

e. Said sign shall not exceed an overall height of fifty-five feet.

f. Said sign shall not exceed one hundred seventy-five square feet per display face.

g. Said sign shall require approval of a conditional use permit. In addition to satisfying requirements set forth above in this section 17.36.110(B)(6) of the Banning Municipal Code, the following findings must be made prior to approval of a conditional use permit for a freeway-oriented freestanding sign, without consideration of message content of the proposed signs:

   i. The elevation of the freeway in relation to the elevation of the abutting properties justifies the height requested, and is the minimum necessary.

   ii. The number and spacing of freeway signs will not cause unnecessary confusion, clutter or other unsightliness in the general location.

   iii. The use identified, as well as its type, size and intensity, justifies the size, design and location of the sign requested.

   iv. The needs of the traveling public for identification and directional information justifies the sign requested.

7. One flag pole, displaying one or more flags of the state and nation, not to exceed 35 feet in height.

8. Any existing freestanding sign shall be considered legal and conforming, but shall not be altered or replaced except by approval of a conditional use permit.

(Zoning Ord. dated 1/31/06, § 9109.11; Ord. No. 1377, § 2)

(Ord. No. 1419, § 5, 1-26-10; Ord. No. 1424, § 3.7, 7-13-10; Ord. No. 1447, §§ 3—6, 2-14-12; Ord. No. 1487, § 3.2, 4-28-15)

17.36.120 - Sign design guidelines.

A. General. The following design guidelines shall be consulted prior to developing signs for any project. Unless there is a compelling reason, these design guidelines shall be followed. If a guideline is waived, the Mayor and City Council shall be notified. An appeal, which does not require a fee, may be filed by the Mayor or any Council person within 15 days of the waiver approval.

   1. Use a brief message: The fewer the words, the more effective the sign. A sign with a brief, succinct message is simpler and faster to read, looks cleaner and is more attractive.

   2. Avoid hard-to-read, overly intricate typefaces: These typefaces are difficult to read and reduce the sign's ability to communicate.

   3. Avoid faddish and bizarre typefaces: Such typefaces may look good today, but soon go out of style. The image conveyed may quickly become that of a dated and unfashionable business.

   4.

Sign colors and materials: should be selected to contribute to legibility and design integrity. Even the most carefully thought out sign may be unattractive and a poor communicator because of poor color selection. Day-glo colors must be avoided.

5. Use significant contrast between the background and letter or symbol colors: If there is little contrast between the brightness or hue of the message of a sign and its background, it will be difficult to read.
6. Avoid too many different colors on a sign: Too many colors overwhelm the basic function of communication. The colors compete with content for the viewer's attention. Limited use of the accent colors can increase legibility, while large areas of competing colors tend to confuse and disturb.
7. Place signs to indicate the location of access to a business: Signs should be placed at or near the entrance to a building or site to indicate the most direct access to the business.
8. Place signs consistent with the proportions of scale of building elements within the facade: Within a building facade, the sign may be placed in different areas. A particular sign may fit well on a plain wall area, but would overpower the finer scale and proportion of the lower storefront. A sign which is appropriate near the building entry may look tiny and out of place above the ground level.
9. Place wall signs to establish rhythm across the facade, scale and proportion where such elements are weak. In many buildings that have a monolithic or plain facade, signs can establish or continue appropriate design rhythm, scale, and proportion.
10. Avoid signs with strange shapes: Signs that are unnecessarily narrow or oddly shaped can restrict the legibility of the message. If an unusual shape is not symbolic, it is probably confusing.
11. Carefully consider the proportion of letter area to overall sign background area: If letters take up too much sign, they may be harder to read. Large letters are not necessarily more legible than smaller ones. A general rule is that letters should not appear to occupy more than 75% of the sign panel area.
12. Make signs smaller if they are oriented to pedestrians: The pedestrian-oriented sign is usually read from a distance of 15 to 20 feet; the vehicle-oriented sign is viewed from a much greater distance. The closer a sign's viewing distance, the smaller that sign need be.

B. Wall or Fascia Signs.
   1. Building wall and fascia signs should be compatible with the predominant visual elements of the building. Commercial centers, offices, and other similar facilities are required to be part of a sign program in accordance with the provisions of this chapter.
   2. Where there is more than one sign, all signs should be complementary to each other in the following ways:
      a. Type of construction materials (cabinet, sign copy, supports, etc.)
      b. Letter size and style of copy
      c. Method used for supporting sign (wall or ground base)
      d. Configuration of sign area
      e. Shape to total sign and related components
   3. The use of graphics consistent with the nature of the product to be advertised is encouraged, i.e., hammer or saw symbol for a hardware store, mortar and pestle for a drug store.
   4. Direct and indirect lighting methods are allowed provided that they are not harsh or unnecessarily bright. The use of can-type box signs with translucent backlit panels are less desirable. Panels should be opaque if a can-type sign is used and only the lettering should appear to be lighted. The overspill of light should be negligible.
   5. The use of backlit individually cut letter signs is strongly encouraged.
   6. The use of permanent sale or come-on signs is prohibited.
   7. The identification of each building or store's address in 6 inch high numbers over the main entry doorway or within 10 feet of the main entry is encouraged.

C. Monument Signs.
   1. Monument signs are intended to provide street addresses, and identification for the commercial center development as a whole and for up to three major tenants.
   2. All tenant signs should be limited in size to the width of the architectural features of the sign and shall be uniform in size and color.
   3. A minimum of 10% of the sign area of monument signs for center developments should be devoted to

identification of the center or building by address or name.

4. Monument signs should be placed perpendicular to approaching vehicular traffic.
5. Each monument sign should be located within a planted landscaped area which is of a shape and design that will provide a compatible setting and ground definition to the sign, incorporating the following ratio of landscape area to total sign area:
   a. Monument: 4 square feet of landscaped area for each square foot of sign area (1 side only).
   b. Directory: 2 square feet of landscaped area for each square foot of sign area.

(Zoning Ord. dated 1/31/06, § 9109.12.)

17.36.130 - Nonconforming signs.

A. A legally established sign which fails to conform to this chapter shall be allowed continued use, except that the sign shall not be:
   1. Structurally altered so as to extend its useful life.
   2. Expanded, moved, or relocated.
   3. Re-established after a change in use.
   4. Re-established after a business has been abandoned for 120 days or more.
   5. Re-established after damage or destruction of more than 50%.
B. Sign copy and sign faces may be changed on nonconforming signs when there is no change in use of the site or when only a portion of a multiple tenant sign is being changed.
C. Any non-conforming sign shall be required to be brought into conformance or abated.

(Zoning Ord. dated 1/31/06, § 9109.13.)

17.36.140 - Removal of illegal and nonconforming signs.

A. The Director shall remove or cause the removal of any fixed, permanent sign constructed, placed or maintained in violation of this chapter, after 30 days following the date of mailing of registered or certified written notice to the owner of the sign, if known, at the last known address or to the owner of the property as shown on the latest assessment roll, or to the occupant of the property at the property address.
B. The notice shall describe the sign and specify the violation involved, and indicate that the sign will be removed if the violation is not corrected within 30 days. If the owner disagrees with the opinion of the Director, the owner may, within the said 30 day period request a hearing before the Planning Commission to determine the existence of a violation.
C. If salvageable in the opinion of the Director, signs removed by the Director pursuant to this chapter shall be stored for a period of 60 days, during which time they may be recovered by the owner upon payment to the City for costs of removal and storage. If not recovered prior to expiration of the 60 day period, the sign and supporting structures shall be declared abandoned and title thereto shall vest to the City, and the cost of removal shall be billed to the owner or lien placed on the property upon which said sign was erected.

(Zoning Ord. dated 1/31/06, § 9109.14.)

17.36.150 - Reserved.

Editor's note— Sec. 3 of Ord. No. 1447, adopted Feb. 14, 2012, repealed zoning section 9109.15 from which this section 17.36.150 derived. Former § 17.36.150 pertained to establishing compliance and was amended by Ord. 1377.

17.36.160 - Inventory and abatement—Variances—Penalties.

A. Inventory And Abatement. Within 6 months from the date of adoption of this Zoning Ordinance, the City shall commence a program to inventory and identify illegal or abandoned signs within its jurisdiction. Within 60 days after this 6 month period, the City may commence abatement of identified illegal or abandoned signs. If a previously legal sign is merely nonconforming, however, the terms of Section 17.36.150 of this Zoning Ordinance titled "Establishing Compliance," shall apply.
B. Variances. Variances from these sign ordinances are strongly discouraged. However, where results inconsistent with the general purposes of this ordinance would occur from its strict literal interpretation and enforcement, the Planning Commission may grant a variance therefrom upon such terms and conditions as it deems necessary.
C.

Penalties. Each violation of this ordinance or any regulation, order or ruling promulgated or made hereunder, shall be punishable by a fine of not more than $200 per day, with each calendar day in violation, constituting a separate offense.

(Zoning Ord. dated 1/31/06, § 9109.16.)

17.36.170 - Murals.

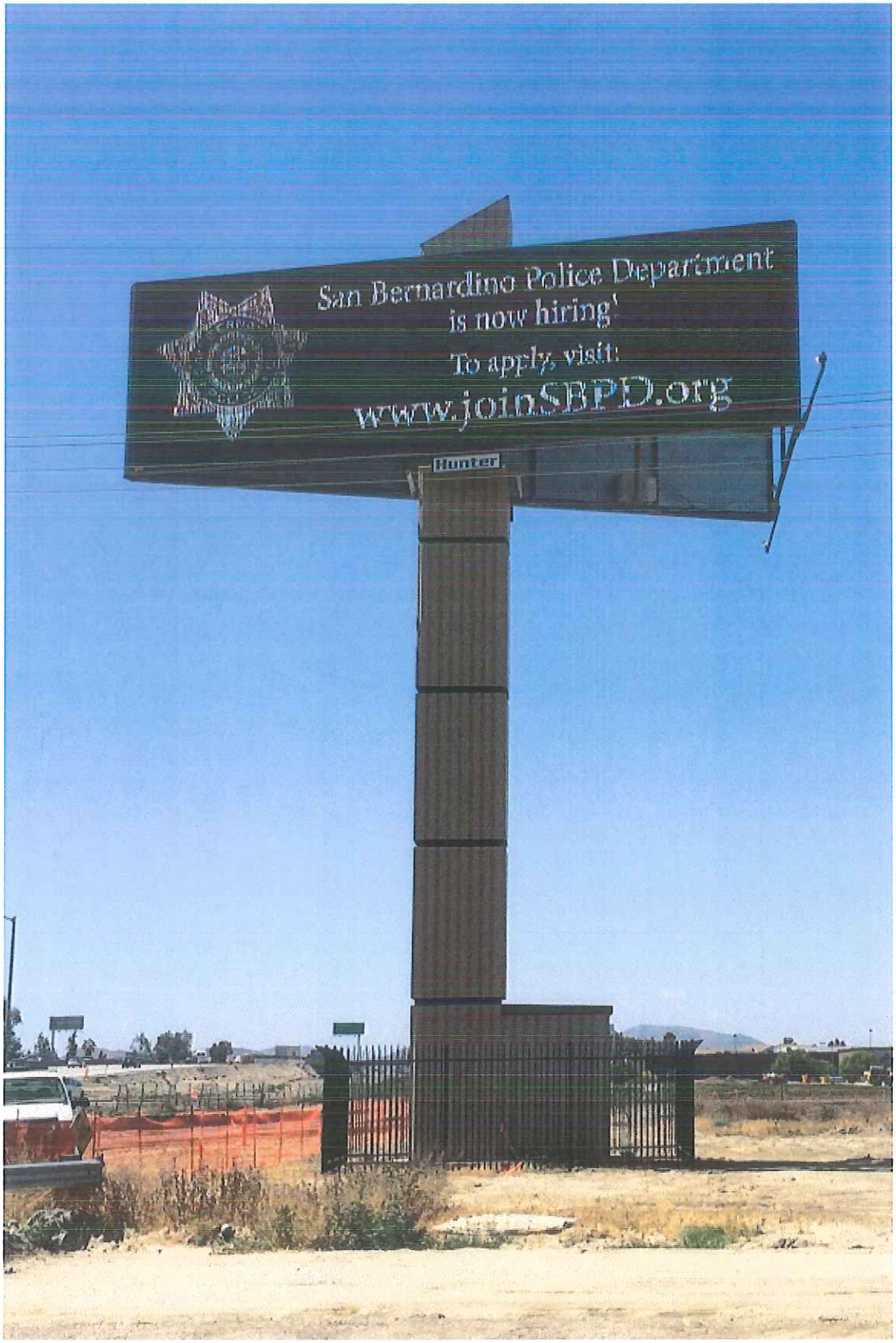
Murals shall be allowed by permit reviewed by the beautification and mural council of the Banning Chamber of Commerce and permitted by the city's community development department. Applications shall be on a form devised by the community development department. A permit for a mural will be granted when the following conditions have been satisfied:

A. Completed application;
B. Sign permit fee paid;
C. Approved by the beautification and mural council of the Banning Chamber of Commerce;
D. The mural shall not cause a pedestrian or vehicular safety hazard;
E. The mural shall be applied to the wall of a building; and
F. The mural shall be maintained.

(Ord. No. 1382, § 3 (part).)

ATTACHMENT 8

(Photograph existing digital billboard San Bernardino)


San Bernardino Police Department
is now hiring!
To apply, visit:
www.joinSBPD.org
Hunter

ATTACHMENT 9

(Designated landscape freeway list)

Dist	County	Route	Post Mile Limits				Preliminary Determination Date
7	LA	210	R	46.57 /	R	49.37	8/29/2005
7	LA	210	R	49.37 /	R	52.11	8/29/2005
7	LA	405		0.00 /		1.32	
7	LA	405		1.50 /		7.41	
7	LA	405		7.52 /		8.76	
7	LA	405		8.91 /		9.78	
7	LA	405		9.87 /		28.60	
7	LA	405		28.65 /		34.41	
7	LA	405		37.01 /		48.03	
7	LA	605	R	0.00 /	R	8.24	
7	LA	605	R	8.28 /	R	8.47	
7	LA	605	R	8.94 /	R	16.52	
7	LA	605	R	16.57 /	R	17.69	
7	LA	605	R	17.75 /	R	19.45	
7	LA	605	R	19.49 /	R	19.65	
7	LA	605	R	20.00 /		20.29	10/11/2002
7	LA	605		20.29 /		21.05	
7	LA	605		21.05 /		21.26	10/11/2002
7	LA	605		25.61 /		26.00	
7	LA	710		6.80 /		9.82	
7	LA	710		11.86 /		12.55	
7	LA	710		12.80 /		17.34	
7	LA	710		17.66 /		21.01	
7	LA	710		21.76 /		22.17	
7	LA	710		22.37 /		22.67	
7	LA	710		22.91 /		25.44	
7	LA	710		26.40 /		26.53	
7	LA	710	R	26.53 /	R	27.19	
7	LA	710	R	32.34 /	R	32.72	
District 8: San Bernardino, Riverside & Desert							
8	SBD	10		0.00 /		5.44	
8	SBD	10		5.63 /		6.30	
8	SBD	10		11.74 /		19.73	
8	SBD	10		19.81 /		20.41	
8	SBD	10		20.48 /	R	21.39	
8	SBD	10	R	21.46 /	R	22.40	
8	SBD	10	R	22.44 /	R	22.85	
8	SBD	10	R	22.89 /	R	23.56	
8	SBD	10	R	23.97 /		30.06	
8	SBD	10		30.15 /		32.72	
8	RIV	10		6.98 /		8.21	
8	RIV	10		8.90 /		9.12	
8	RIV	10		9.60 /		9.83	
8	RIV	10		10.18 /		10.46	
8	RIV	10		10.75 /		12.98	
8	RIV	10		13.05 /	R	14.81	
8	RIV	10	R	151.88 /	R	152.42	
8	RIV	10	R	152.52 /	R	153.50	
8	RIV	10	R	153.93 /	R	154.50	
8	RIV	10	R	155.93 /	R	156.35	
8	RIV	15		3.02 /		5.40	
8	RIV	15		5.65 /		7.77	
8	RIV	15		7.82 /		8.18	

ATTACHMENT 10

(Lamar letter dated May 4, 2015)

May 4, 2015

City Council
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Lamar Billboards / Banning City Codes

Dear City Council:

Lamar is proud to be a progressive and socially responsible City business partner and business in the City of Banning, and as such, Lamar is respectfully requesting the City Council's consideration of changes to its City Codes relative to billboards.

1. Currently under *Section 17.36.060 – Prohibited Signs*, all billboards are considered *non-conforming.* We are requesting that the City consider including language relative to billboards that allows the ability to alter, move, relocate and/or rebuild current structures.

The change would allow:

a. Safer access for our installers,
b. Ability to convert selected wood or I-beam support structures to safer single column steel structures,
c. Compliance with current building codes.
Engineering and safety requirements do not recommend rebuilding a structure upon the exact same spot. Therefore, a reasonable distance or relocation is essential.
d. New business development. Lamar owns two separate properties (7 parcels) in Banning between I-10 and Ramsey Street. In order to be able to sell these properties to a developer to build a business in the City we must be able to relocate our structures.

Upgraded structures with a single column are much more aesthetically pleasing.

2. **Addition of language to allow Changeable Message Display billboards.**

This would allow Lamar and the City to keep up with 21st century technology and the demands of advertisers.

This technology would also allow Lamar to further support the community by allowing the City of Banning to display promotions for City sponsored events, as well as, utilization of our Emergency Alert System (EAS) program for emergency notification information, i.e., earthquake, road hazards, Amber Alerts, Crime Stoppers and Most Wanted in conjunction with law enforcement.

77-583 El Duna Court, Suite J, Palm Desert, CA 92211 Office (760)327-4500 Fax (760)327-4520

Lamar would consider reasonable reduction of inventory upon approvals of Electric Message Board displays.

3. We are also seeking an opportunity to partner with the City to build a structure with Changeable Message Display capability on City owned property. This opportunity would allow for rental revenue sharing with the City.

   A new build Changeable Message Display can be designed with facades that are appealing and supportive of the City's aesthetic vision.

Please see the enclosed documentation in support of our request as follows:

A. Lamar Digital Display brochure Technically Speaking,

B. Photos of current Lamar Changeable Message Displays.

   Riverside County
   Hwy 111 @ S/O Frank Sinatra Drive, Rancho Mirage – 1 face
   Ramon Road N/L W/O Bob Hope Drive, Rancho Mirage – 1 face
   I-15 WL @ Ontario Avenue – 2 faces
   I-15 WL .2 mi N/O Ontario Avenue – 2 faces
   91 Fwy. SL .4 mi. E/O Green River – 2 faces

C. Copy of the U. S. Department of Transportation Memorandum of September 25, 2007 in support of changeable message displays, and suggested standards relative to duration of message, transition time, brightness, spacing and location.

We wish to thank you for your time in reviewing the enclosures and your consideration. We look forward to the opportunity to work with the City and it staff.

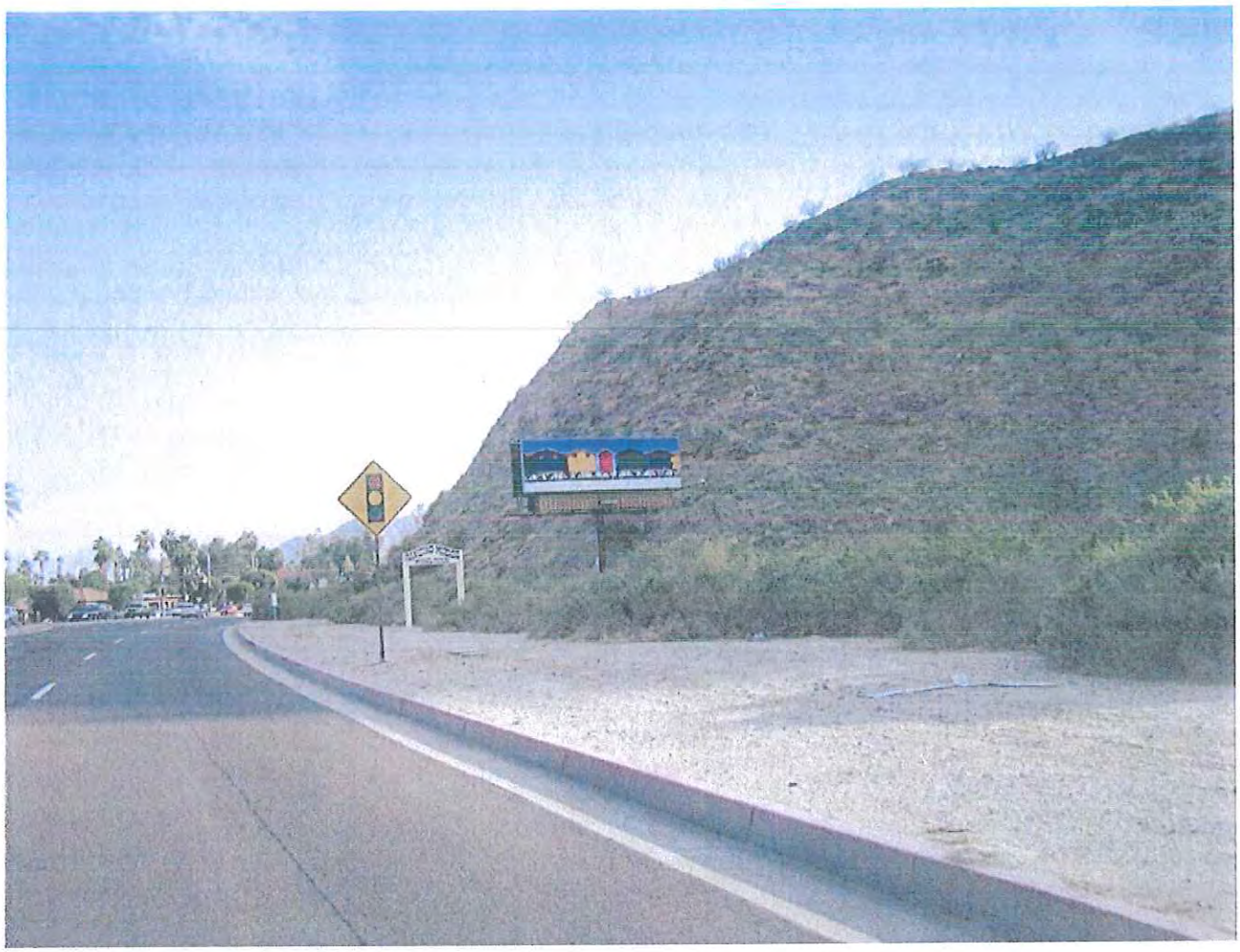
Please do not hesitate to contact me or Betsy Hayes, Real Estate Lease Manager with any questions or for additional information 760-327-4500.

Respectfully,

William B. Houck
Vice President / General Manager

:bh
enc.

77-583 El Duna Court, Suite J, Palm Desert, CA 92211 Office (760)327-4500 Fax (760)327-4520





Advertising Strengths: WF This location in on the busiest metro local commuter and tourist artery in the Palm Springs Market. This is a premier location that is our most highly requested local internal artery. This is an awesome location that reaches out to the entire Palm Springs Market.

Market:	**RIVERSIDE COUNTY**
Panel:	**91174**
TAB Unique ID:	30635206
Location:	HWY 111 SL 350 W/O FRANK SINATRA
Lat/Long:	33.77260 / -116.44750
Media/Style:	Permanent Bulletin / Digital
***Weekly Impressions:**	108129 *per spot*
Panel Size:	10' 6" x 36' 0" Spec Sheet
Facing/Read:	West / Right
# of slots:	6
Dwell Time:	7
Guar. spots per day:	1903

*Impression values based on: 18+ yrs





Advertising Strengths: EF) This location is the gateway between the Mid-Valley and the West Valley and is one of our most popular metro local commuter and tourist arteries in the Palm Springs Market. This is a great location that is a highly requested local internal artery. This location is also a freeway exit for local traffic. Market.

Market:	**PALM SPRINGS**
Panel:	**94811**
TAB Unique ID:	30635208
Location:	RAMON ROAD NL .8 MI W/O BOB HOPE
Lat/Long:	33.81632 / -116.42395
Media/Style:	Permanent Bulletin / Digital
***Weekly Impressions:**	51306 *per spot*
Panel Size:	10' 6" x 36' 0" Spec Sheet
Facing/Read:	East / Right
# of slots:	6
Dwell Time:	7
Guar. spots per day:	1903

*Impression values based on: 18+ yrs

LAMAR | Palm Springs, CA | 866-885-2627 | Physical Address: 77-583 El Duna Court, Suite J, Palm Desert, CA 92211
Mailing Address: 77-583 El Duna Court, Suite J, Palm Desert, CA 92211

Welcome Betsy Hayes-Gonzalez! |Monday, August 18, 2008, 1:59 PM

My Lamar

Home Applications Directories Professional Development

My Digital Displays

Now Playing

Help

Now Playing

Search by using the boxes or by clicking the map below. To start over click HERE.

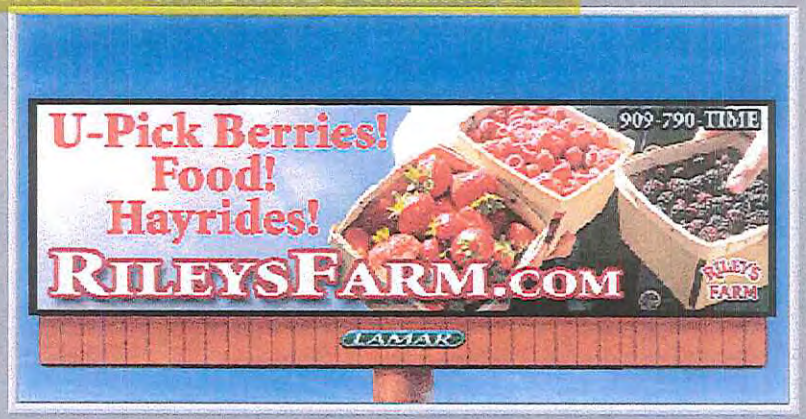
California | San Bernardino/Riverside | RIVERSIDE COUNTY | 89002 - 91 FWY SL .4MI E/O GREEN

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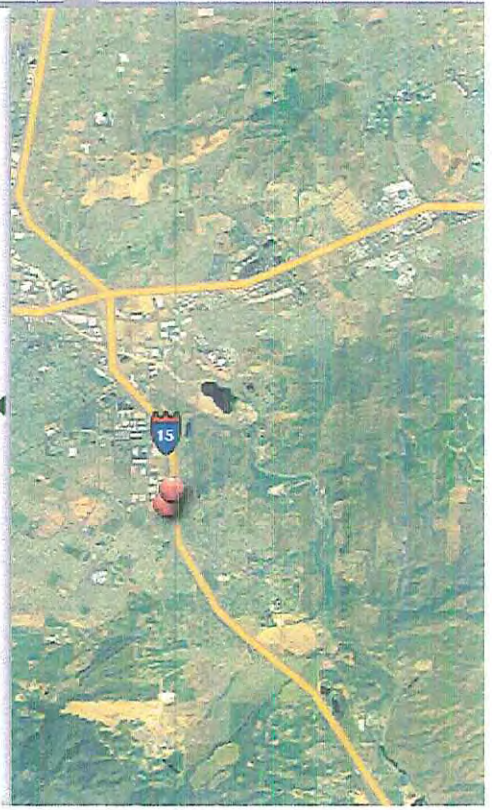
Lamar Advertising of San Bernardino Office — Contact

Market: RIVERSIDE COUNTY

- 89002 - 91 FWY SL .4MI E/O GREEN RIVER



Rileys Farm



Location Information

Current Creative

Welcome Betsy Hayes-Gonzalez! |Monday, August 18, 2008, 1:40 PM

My Lamar

Home Applications Directories Professional Development

My Digital Displays

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Now Playing

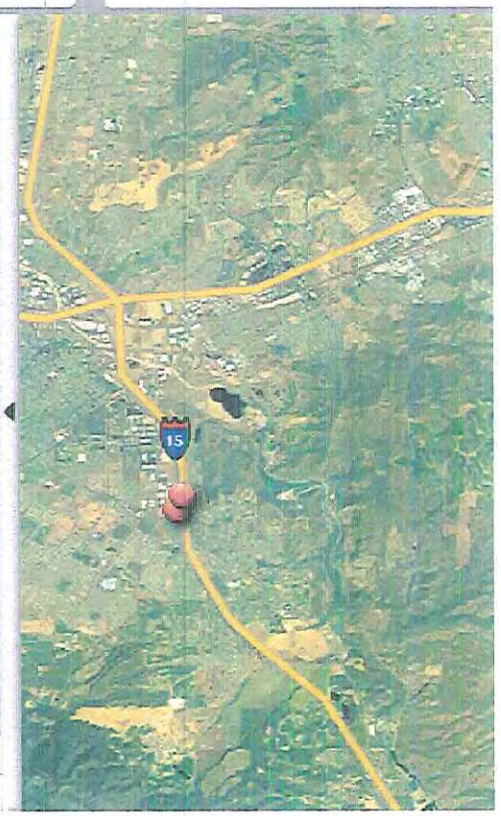
Lamar Advertising of San Bernardino Office

Contact

Market: RIVERSIDE COUNTY

- 85011 - I-15 WL .2 MI N/O ONTARIO AVENUE





Location Information

Current Creative

C - Riverside County

Welcome Betsy Hayes-Gonzalez! |Monday, August 18, 2008, 1:40 PM

My Lamar

Home Applications Directories Professional Development

My Digital Displays

Now Playing

Help

Now Playing

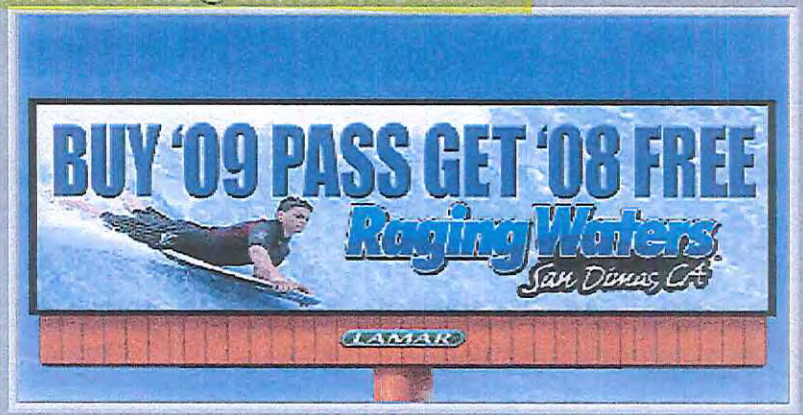
Search by using the boxes or by clicking the map below. To start over click HERE.

Now Playing

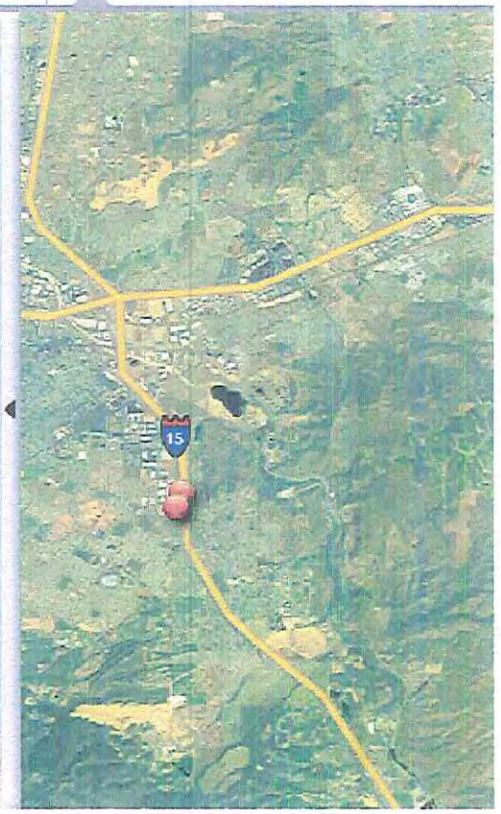
Lamar Advertising of San Bernardino Office Contact

Market: RIVERSIDE COUNTY

- 85002 - I-15 WL @ ONTARIO AVENUE



Castle Park



Location Information

Current Creative

U.S. Department of Transportation
Federal Highway Administration

Memorandum

Subject: **INFORMATION:** Guidance on Off-Premise Changeable Message Signs

Date: September 25, 2007

In Reply Refer To: HEPR -20

From: Original signed by:
Gloria M. Shepherd
Associate Administrator for
Planning, Environment, and Realty

To: Division Administrators
Attn: Division Realty Professionals

Purpose

The purpose of this memorandum is to provide guidance to Division offices concerning off-premises changeable message signs adjacent to routes subject to requirements for effective control under the Highway Beautification Act (HBA) codified at 23 U.S.C. 131. It clarifies the application of the Federal Highway Administration (FHWA) July 17, 1996 memorandum on this subject. This office may provide further guidance in the future as a result of additional information received through safety research, stakeholder input, and other sources.

Pursuant to 23 CFR 750.705, a State DOT is required to obtain FHWA Division approval of any changes to its laws, regulations, and procedures to implement the requirements of its outdoor advertising control program. A State DOT should request and Division offices should provide a determination as to whether the State should allow off-premises changeable electronic variable message signs (CEVMS) adjacent to controlled routes, as required by our delegation of responsibilities under 23 CFR 750.705(j). Those Divisions that already have formally approved CEVMS use on HBA controlled routes, as well as those that have not yet issued a decision, should re-evaluate their position in light of the following considerations. The decision of the Division should be based upon a review and approval of a State's affirmation and policy that: (1) is consistent with the existing Federal/State Agreement (FSA) for the particular State, and (2) includes but is not limited to consideration of requirements associated with the duration of message, transition time, brightness, spacing, and location, submitted for FHWA approval, that evidence reasonable and safe standards to regulate such signs are in place for the protection of the motoring public. **Proposed laws, regulations, and procedures that would allow permitting CEVMS subject to acceptable criteria (as described below) do not violate a prohibition against "intermittent" or "flashing" or "moving" lights as those terms are used in the various FSAs that have been entered into during the 1960s and 1970s.**

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This Guidance is applicable to conforming signs, as applying updated technology to nonconforming signs would be considered a substantial change and inconsistent with the requirements of 23 CFR 750.707(d)(5). As noted below, all of the requirements in the HBA and its implementing regulations, and the specific provisions of the FSAs, continue to apply.

Background

The HBA requires States to maintain effective control of outdoor advertising adjacent to certain controlled routes. The reasonable, orderly and effective display of outdoor advertising is permitted in zoned or unzoned commercial or industrial areas. Signs displays and devices whose size, lighting and spacing are consistent with customary use determined by agreement between the several States and the Secretary, may be erected and maintained in these areas (23 U.S.C. § 131(d)). Most of these agreements between the States and the Secretary that determined the size, lighting and spacing of conforming signs were signed in the late 1960's and the early 1970's.

On July 17, 1996, this Office issued a Memorandum to Regional Administrators to provide guidance on off-premise changeable message signs and confirmed that FHWA has "always applied the Federal law 23 U.S.C. 131 as it is interpreted and implemented under the Federal regulations and individual Federal/State agreements.". It was expressly noted that "in the twenty-odd years since the agreements have been signed, there have been many technological changes in signs, including changes that were unforeseen at the time the agreements were executed. While most of the agreements have not changed, the changes in technology require the State and FHWA to interpret the agreements with those changes in mind". The 1996 Memorandum primarily addressed tri-vision signs, which were the leading technology at the time, but it specifically noted that changeable message signs "regardless of the type of technology used" are permitted if the interpretation of the FSA allowed them. Further advances in technology and affordability of LED and other complex electronic message signs, unanticipated at the time the FSAs were entered into, require the FHWA to confirm and expand on the principles set forth in the 1996 Memorandum.

The policy espoused in the 1996 Memorandum was premised upon the concept that changeable messages that were fixed for a reasonable time period do not constitute a moving sign. If the State set a reasonable time period, the agreed-upon prohibition against moving signs is not violated. Electronic signs that have stationary messages for a reasonably fixed time merit the same considerations.

Discussion

Changeable message signs, including Digital/LED Display CEVMS, are acceptable for conforming off-premise signs, if found to be consistent with the FSA and with acceptable and approved State regulations, policies and procedures.

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This Guidance does not prohibit States from adopting more restrictive requirements for permitting CEVMS to the extent those requirements are not inconsistent with the HBA, Federal regulations, and existing FSAs. Similarly, Divisions are not required to concur with State proposed regulations, policies, and procedures if the Division review determines, based upon all relevant information, that the proposed regulations, policies and procedures are not consistent with the FSA or do not include adequate standards to address the safety of the motoring public. If the Division Office has any question that the FSA is being fully complied with, this should be discussed with the State and a process to change the FSA may be considered and completed before such CEVMS may be allowed on HBA controlled routes. The Office of Real Estate Services is available to discuss this process with the Division, if requested.

If the Division accepts the State's assertions that their FSA permits CEVMS, in reviewing State-proposed regulations, policy and procedures for acceptability, Divisions should consider all relevant information, including but not limited to duration of message, transition time, brightness, spacing, and location, to ensure that they are consistent with their FSA and that there are adequate standards to address safety for the motoring public. Divisions should also confirm that the State provided for appropriate public input, consistent with applicable State law and requirements, in its interpretation of the terms of their FSA as allowing CEVMS in accordance with their proposed regulations, policies, and procedures.

Based upon contacts with all Divisions, we have identified certain ranges of acceptability that have been adopted in those States that do allow CEVMS that will be useful in reviewing State proposals on this topic. Available information indicates that State regulations, policy and procedures that have been approved by Divisions to date, contain some or all of the following standards:

- Duration of Message
  - Duration of each display is generally between 4 and 10 seconds – 8 seconds is recommended.
- Transition Time
  - Transition between messages is generally between 1 and 4 seconds – 1-2 seconds is recommended.
- Brightness
  - Adjust brightness in response to changes in light levels so that the signs are not unreasonably bright for the safety of the motoring public.
- Spacing
  - Spacing between such signs not less than minimum spacing requirements for signs under the FSA, or greater if determined appropriate to ensure the safety of the motoring public.
- Locations
  - Locations where allowed for signs under the FSA except such locations where determined inappropriate to ensure safety of the motoring public.

Other standards that States have found helpful to ensure driver safety include a default designed to freeze a display in one still position if a malfunction occurs; a process for modifying displays and lighting levels where directed by the State DOT to assure safety of the motoring public; and requirements that a display contain static messages without movement such as animation, flashing, scrolling, intermittent or full-motion video.

Conclusion

This Memorandum is intended to provide information to assist the Divisions in evaluating proposals and to achieve national consistency given the variations in FSAs, State law, and State regulations, policies and procedures. It is not intended to amend applicable legal requirements. Divisions are strongly encouraged to work with their State in its review of their existing FSAs and, if appropriate, assist in pursuing amendments to address proposed changes relating to CEVMS or other matters. In this regard, our Office is currently reviewing the process for amending FSAs, as established in 1980, to determine appropriate revisions to streamline requirements while continuing to ensure there is adequate opportunity for public involvement.

For further information, please contact your Office of Real Estate Point of Contact or Catherine O'Hara (Catherine.O'Hara@dot.gov).

CITY COUNCIL
PUBLIC HEARING

Date: December 8, 2015

To: Mayor and City Council

From: Brian Guillot, Acting Community Development Director

Subject: **Ordinance No. 1494**
Amending Chapter 5.12 of the Municipal Code Related to increasing the maximum prizes available to be awarded during the conduct of any bingo game and increasing the amount of proceeds from any bingo game that may be utilized for operating costs

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing;

2. Introduce Ordinance No. 1494 (Attachment 1) Amending Chapter 5.12 of the Municipal Code Related to increasing the maximum prizes available to be awarded during the conduct of any bingo game and increasing the amount of proceeds from any bingo game that may be utilized for operating costs.

JUSTIFICATION: The existing City of Banning Municipal Code limits the amount of proceeds that may be utilized for operating costs and prizes to an amount significantly less than the amount allowed by the Penal Code for the State of California.

BACKGROUND: Subsection (k)(2)(A) of Section 326.5 of the Penal Code provides that a portion of the proceeds from any particular bingo game in an amount not to exceed 20% of the proceeds before deduction for prizes or $2,000 per month, whichever is less, may be used for the **rental of property and for overhead**, including the purchase of bingo equipment, administrative expenses, security equipment, and security personnel while, on the other hand, Section 5.12.110 of the Banning Municipal Code provides that only an amount not to exceed 10% of the proceeds after deduction for prizes or $500 per month, whichever is less, may be used for rental of property, overhead, and administrative expenses.

Subsection (n) of Section 326.5 of the Penal Code provides that the total value of **prizes** available to be awarded during the conduct of any bingo games may not exceed $500 in cash or kind, or both, for each separate game which is held while Section 5.12.100 of the Banning

Municipal Code provides that the total value of prizes awarded during the conduct of any bingo games shall not exceed $250 dollars in cash or kind, or both for each separate game which is held.

In order to have the city regulations correspond with the Penal code regulations, the City is proposing to amend the existing Municipal Code Chapter 5.12 as follows:

5.12.100 – Maximum amount of prize.

The total value of prizes awarded during the conduct of any bingo games shall not exceed the maximum amount allowed under California Penal Code § 326.5(n), ~~two hundred fifty dollars~~ in cash or kind, or both, for each separate game which is held."

Section 5.12.110(B)

A portion of such proceeds from any particular bingo game, ~~not to exceed ten percent of the proceeds after deduction for prizes or five hundred dollars per month, whichever is less,~~ may be used for rental of property, overhead, and administrative expenses so long as the amounts of such proceeds do not exceed the lesser of either (i) the percentages of the proceeds after deduction for prizes as set forth in California Penal Code § 326.5(k)(2)(A), or (ii) the dollar amounts per month as set forth in California Penal Code § 326.5(k)(2)(A).

PUBLIC COMMUNICATION:

The proposed ordinance was advertised in the Record Gazette newspaper on Nov. 27, 2015. As of the date of this report, staff has not received any verbal or written comments for or against the proposal. (Attachment 3)

FISCAL IMPACT: There are no direct fiscal impacts related to this action.

Prepared By:

Brian Guillot
Acting Community Development Director

Approved By:

Michael Rock
City Manager

ATTACHMENT:

1. Ordinance No. 1494
2. Copy of Chapter 5.12 Bingo
3. Proof of Publication

ATTACHMENT 1

(Ordinance No. 1494)

ORDINANCE NO. 1494

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AMENDING CHAPTER 5.12 OF THE BANNING MUNICIPAL CODE RELATED TO INCREASING THE MAXIMUM PRIZES AVAILABLE TO BE AWARDED DURING THE CONDUCT OF ANY BINGO GAME AND INCREASING THE AMOUNT OF PROCEEDS FROM ANY BINGO GAME THAT MAY BE UTILIZED FOR OPERATING COSTS

WHEREAS, Subsection (k)(2)(A) of Section 326.5 of the Penal Code provides that a portion of the proceeds from any particular bingo game in an amount not to exceed 20% of the proceeds before deduction for prizes or $2,000 per month, whichever is less, may be used for the rental of property and for overhead, including the purchase of bingo equipment, administrative expenses, security equipment, and security personnel while, on the other hand, Section 5.12.110 of the Banning Municipal Code provides that only an amount not to exceed 10% of the proceeds after deduction for prizes or $500 per month, whichever is less, may be used for rental of property, overhead, and administrative expenses; and

WHEREAS, Subsection (n) of Section 326.5 of the Penal Code provides that the total value of prizes available to be awarded during the conduct of any bingo games may not exceed $500 in cash or kind, or both, for each separate game which is held while Section 5.12.100 of the Banning Municipal Code provides that the total value of prizes awarded during the conduct of any bingo games shall not exceed $250 dollars in cash or kind, or both for each separate game which is held; and

WHEREAS, the City Council now desires to increase the limits provided under Sections 5.12.100 and 5.12.110 of the Banning Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 5.12.100 of the Banning Municipal Code is amended to read in full as follows:

5.12.100 – Maximum amount of prize.

"The total value of prizes awarded during the conduct of any bingo games shall not exceed the maximum amount allowed under California Penal Code § 326.5(n), in cash or kind, or both, for each separate game which is held."

SECTION 2. Section 5.12.110(B) of the Banning Municipal Code is amended to read in full as follows:

> "A portion of such proceeds from any particular bingo game may be used for rental of property, overhead, and administrative expenses, so long as the amounts of such proceeds do not exceed the lesser of either (i) the percentages of the proceeds after deduction for prizes as set forth in California Penal Code § 326.5(k)(2)(A), or (ii) the dollar amounts per month as set forth in California Penal Code § 326.5(k)(2)(A)."

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council of the City of Banning hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. PUBLICATION, EFFECTIVE DATE

The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) calendar days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in a newspaper of general circulation and shall post the same at City Hall, 99 E. Ramsey Street, Banning, California. The City Clerk shall cause the Ordinance to be printed, published, and circulated in the City and a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2015.

_____
Deborah Franklin, Mayor
City of Banning

ATTEST:

_____
Marie A. Calderon, City Clerk
City of Banning, California

APPROVED AS TO FORM AND LEGAL CONTENT:

_____
Lona Laymon, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that Ordinance No. 1494 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the __ day of _____, 2015, and was duly adopted at a regular meeting of said City Council on the __ day of _____, 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marie A. Calderon, City Clerk
City of Banning, California

ATTACHMENT 2

(Copy of Chapter 5.12 Bingo)

Chapter 5.12 - BINGO

Sections:

5.12.010 - Definition of bingo.

As used in this chapter, "bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card which conform to numbers or symbols selected at random.

(Code 1965, § 10-23.)

5.12.020 - Organizations eligible for city license to conduct bingo games.

Organizations exempted from the payment of the bank and corporation tax by Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g and 23701-1 of the Revenue and Taxation Code, and by mobile home park associations and senior citizens organizations, are eligible to apply to the city for a license to conduct bingo games in the city under the provisions of Section 326.5 of the Penal Code and under the provisions of this chapter; provided that the proceeds of such games are used only for charitable purposes.

(Code 1965, § 10-15.)

5.12.030 - Application for license.

Eligible organizations desiring to obtain such license to conduct bingo games in the city shall file an application in writing therefor in the office of the city manager on a form to be provided by the city manager, who shall be the issuing authority. The license issued shall be for a term of one year from the date of issuance, subject to renewal and annual fee.

(Code 1965, § 10-16.)

5.12.040 - Applicant must be qualified.

No license shall be issued to any organization unless such applicant is an eligible organization under Section 5.12.020 and its application conforms to the requirement, terms and conditions of this chapter.

(Code 1965, § 10-17.)

5.12.050 - Contents of application.

Said application for a license shall contain the following:

A. The name of the applicant organization and a statement that applicant is an eligible organization under Section 5.12.020;
B. The name and signature of at least two officers, including the presiding officer, of the organization;
C. The particular property within the city, including the street number, owned or leased by the applicant, used by such applicant for an office or for performance of the purposes for which the applicant is organized, on which property bingo games will be conducted, together with the occupancy capacity of such place;

D. Proposed days of week and hours of day for conduct of bingo games;
E. That the applicant agrees to conduct bingo games in strict accordance with the provisions of Section 326.5 of the Penal Code and this chapter, as they may be amended from time to time, and agrees that the license to conduct bingo games may be revoked by the city manager upon violation of any such provisions;
F. Said application shall be signed by the applicant under penalty of perjury;
G. The annual license fee of fifty dollars shall accompany the application. Should an application be denied, one half of such fee shall be refunded to the applicant;
H. The applicant shall also submit, with its application, a Certificate or Determination of Exemption under Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g and 23701-1 of the Revenue and Taxation Code, or a letter of good standing from the Exemption Division of the Franchise Tax Board in Sacramento, showing exemption under said sections, or other evidence showing eligibility under Section 5.12.020 of this chapter.

(Code 1965, § 10-18.)

5.12.060 - Investigation of applicant.

Upon receipt of the completed application and the fee, the city manager shall refer the same to interested departments of the city, including, but not limited to, the police department, building department and the fire department, for investigation as to whether or not all the statements in the application are true and whether or not the property of the applicant qualifies, and the extent to which it qualifies, as property on which bingo games may lawfully be conducted, as to fire, occupancy, and other applicable restrictions.

(Code 1965, § 10-19.)

5.12.070 - Contents of license.

Upon being satisfied that the applicant is fully qualified, under the law, to conduct bingo games in the city, the city manager shall issue a license to said applicant, which shall contain the following information:

A. The name and nature of the organization to whom the license is issued;
B. The address where bingo games are authorized to be conducted;
C. The occupancy capacity of the room in which bingo games are to be conducted;
D. The date of the expiration of such license;
E. Such other information as may be necessary or desirable for the enforcement of the provisions of this chapter.

(Code 1965, § 10-20.)

5.12.080 - Summary suspension of license pending opportunity for hearing—Misdemeanor to continue after suspension—Revocation.

A. Whenever it appears to the city manager that the licensee is conducting a bingo game in violation of any of the provisions of this chapter, the city manager shall have the authority to summarily suspend the license and order the licensee to immediately cease and desist any further operation of any bingo game.

B.

Any person who continues to conduct a bingo game after any summary suspension thereof under subsection A shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not exceeding five hundred dollars, or by imprisonment in the county jail for a period of not exceeding six months, or by both such fine and imprisonment.

C. The order issued under subsection A shall also notify the licensee that it shall have five days from the date of such order to request a hearing to determine whether such license shall be revoked. Failure to request, in writing, such hearing before the city manager within said five-day period shall result in a revocation of the license.

D. Upon such request by the licensee, whose license has been suspended under subsection A, for a hearing to determine whether such license shall be revoked, the city manager shall provide such hearing within ten days after receipt of such request at which hearing the suspended licensee may appear before the city manager for the purpose of presenting evidence why the license should not be revoked. No license shall be revoked under this section unless notice of the time and place of such hearing has first been given at least five days before the hearing thereof by depositing in the United States mail a notice directed to said suspended licensee at the address given in the application. The notice shall set forth a summary of the ground advanced as the basis of the suspension and revocation.

E. Any organization whose license is revoked under this section shall not conduct any bingo game in the city until such time as the city council, on appeal, determines to overrule the decision of the city manager.

(Code 1965, § 10-21.)

5.12.090 - Appeal of revocation to city council.

A. Any holder of a license whose license is revoked under this chapter shall have the right, within ten days after receiving notice in writing of the revocation, to file a written appeal to the city council. Such appeal shall set forth the specific ground or grounds on which it is based. The city council shall hold a hearing on the appeal within thirty days after its receipt by the city, or at a time thereafter agreed upon and shall cause the appellant to be given at least ten day's written notice of such hearing. At the hearing the appellant or its authorized representative shall have the right to present evidence and a written or oral argument, or both, in support of his appeal. The determination of the city council on the appeal shall be final.

B. Any organization whose license is finally revoked may not again apply for a license to conduct bingo games in the city for a period of one year from the date of such revocation; provided, however, if the ground for revocation is cancellation of the exemption granted under Section 23701d of the Revenue and Taxation Code, such organization may again apply for a license upon proof of reinstatement of said exemption.

(Code 1965, § 10-22.)

5.12.100 - Maximum amount of prize.

The total value of prizes awarded during the conduct of any bingo games shall not exceed two hundred fifty dollars in cash or kind, or both, for each separate game which is held.

(Code 1965, § 10-24.)

5.12.110 - Profits to be kept in separate fund or account.

With respect to organizations exempt from payment of the bank and corporation tax by Section 23701d of the Revenue and Taxation Code, all profits derived from bingo games shall be kept in a special fund or account and shall not be commingled with any other fund or account. With respect to other organizations authorized to conduct bingo games pursuant to this chapter, all proceeds derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Such proceeds shall be used only for charitable purposes, except as follows:

A. Such proceeds may be used for prizes.
B. A portion of such proceeds, not to exceed ten percent of the proceeds after deduction for prizes, or five hundred dollars per month, whichever is less, may be used for rental of property, overhead, and administrative expenses.

(Code 1965, § 10-25.)

5.12.120 - Financial interest in licensee only.

No individual, corporation, partnership, or other legal entity except the licensee shall hold a financial interest in the conduct of such bingo game.

(Code 1965, § 10-26.)

5.12.130 - Exclusive operation by licensee.

A bingo game shall be operated and staffed only by members of the licensee organization. Such members shall not receive a profit, wage, or salary from any bingo game. Only the licensee shall operate such game, or participate in the promotion, supervision or any other phase of such game.

(Code 1965, § 10-27.)

5.12.140 - Bingo games open to public.

All bingo games shall be open to the public, not just to the members of the licensee organization.

(Code 1965, § 10-28.)

5.12.150 - Attendance limited to occupancy capacity.

Notwithstanding that bingo games are open to the public, attendance at any bingo game shall be limited to the occupancy capacity of the room in which such game is conducted as determined by the fire department and building department of the city in accordance with applicable laws and regulations. Licensee shall not reserve seats or space for any person.

(Code 1965, § 10-29.)

5.12.160 - Bingo games conducted only on licensee's property.

A licensee shall conduct a bingo game only on property owned or leased by it, and which property is used by such organization for an office or for performance of the purposes for which the organization is organized. The license issued under this chapter shall authorize the holder thereof to conduct bingo games only on such property, the address of which is stated in the application. In the event the described property ceases to be used as an office and as a place for performance of the purposes for which the licensee is organized, the license shall have no further force or effect. A new

license may be obtained by an eligible organization, upon application under this chapter, when it again owns or leases property used by it for an office or for performance of the purposes for which the organization is organized.

(Code 1965, § 10-30.)

5.12.170 - Minors not to participate.

No person under the age of eighteen years of age shall be allowed to participate in any bingo game.

(Code 1965, § 10-31.)

5.12.180 - Intoxicated persons not to participate.

No person who is obviously intoxicated shall be allowed to participate in a bingo game.

(Code 1965, § 10-32.)

5.12.190 - Hours of operation.

No licensee shall conduct any bingo game more than six hours out of any twenty-four-hour period. No bingo game shall be conducted before 10:00 A.M. nor after 12:00 midnight of any day.

(Code 1965, § 10-33.)

5.12.200 - Receipt of profit by a person a misdemeanor under state law.

It is a misdemeanor under Section 326.5(b) of the Penal Code of the state of California for any person to receive a profit, wage, or salary from any bingo game authorized under this chapter, a violation of which is punishable by a fine not to exceed ten thousand dollars, which fine shall be deposited in the general fund of the city.

(Code 1965, § 10-34.)

5.12.210 - City may enjoin violation.

The city may bring an action in a court of competent jurisdiction to enjoin a violation of Section 326.5 of the Penal Code or of this chapter.

(Code 1965, § 10-35.)

ATTACHMENT 3

(Proof of Publication)

Record Gazette
218 N. Murray St.

Proof of Publication

(2015.5 C.C.P.)

125439 - ORDINANCE NO. 1494

State of California)
County of Riverside) ss.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

November 27, 2015

Executed on: 11/27/2015

At Banning , CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

NOTICE OF
PUBLIC HEARING
PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held on Tuesday, December 8, 2015, at 5:00 p.m. in the Council Chambers, City Hall, 99 East Ramsey Street, Banning, California, to consider the following:
ORDINANCE NO. 1494: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA AMENDING CHAPTER 5.12 OF THE BANNING MUNICIPAL CODE RELATED TO INCREASING THE MAXIMUM PRIZES AVAILABLE TO BE AWARDED DURING THE CONDUCT OF ANY BINGO GAME AND INCREASING THE AMOUNT OF PROCEEDS FROM ANY BINGO GAME THAT MAY BE UTILIZED FOR OPERATING COSTS
Information regarding this proposal can be obtained by contacting the City's Community Development Department at (951) 922-3125, or by visiting the City Hall located at 99 East Ramsey Street, Banning. A full copy of Ordinance No. 1494 and Chapter 5.12 of the Banning Municipal Code are available and open to public inspection at the Office of the City Clerk, 99 East Ramsey Street, Banning, California. All parties interested in speaking either in support of or in opposition of this item are invited to attend said hearing, or to send their written comments to the City Clerk of the City of Banning at P.O. Box 998, Banning, California, 92220. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009).
BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA
Brian Guillot
Acting Community
Development Director
Dated: November 24, 2015 Publish:November 27, 2015
Published in
The Record Gazette
No. 125439
11/27, 2015

CITY COUNCIL AGENDA

Date: **December 8, 2015**

To: **Honorable Mayor and City Council**

From: **Fred Mason, Electric Utility Director**

Subject: **Updating Council on the Electric Utility's Five-Year Integrated Resource Plan**

RECOMMENDATION: Receive and file the Electric Utility's Integrated Resource Plan (IRP), attached herewith as Exhibit "A".

BACKGROUND: In March 1986, the City of Banning, along with eight other SCPPA members, entered into a long-term power contract to receive electricity from the Hoover Uprating Project. Resource reporting was mandated by the Energy Policy Act of 1992. The Act required all Western Area Power Administration (WAPA) customers to report to WAPA every five years.

Prior to 2012, the Electric Utility was required to submit a full IRP to WAPA every five years, with annual updates. The last full IRP was filed with WAPA in 2010. However, due to the small size of the Utility and the fact that California requires that all electric utilities spend at least 2.85% of their retail revenues on Energy Efficiency, Renewable Energy and Public Benefit programs, in 2012 WAPA reclassified the Banning Electric Utility, changing the requirement to officially submit a full IRP, and instead require the Utility to submit a much less intensive Minimum Investment Report (MIR) on an annual basis.

Although the Utility does not have the actual IRP reporting requirement, prudent utility industry practice warrants reviewing and updating the Utility's IRP at least every five years. The attached document has considered current State requirements, local goals and policies, and has developed a detailed plan for the next five years, and a general 20-year plan, to ensure optimal utility operations.

FISCAL DATA: There is no financial impact associated with updating Banning's five-year Integrated Resource Plan.

RECOMMENDED BY:

Fred Mason
Electric Utility Director

APPROVED BY:

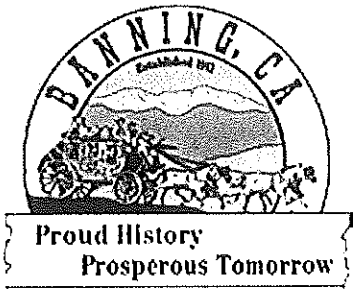
Michael Rock
City Manager

Prepared by Jim Steffens

EXHIBIT "A"

2015 Power Supply
Integrated Resource Plan

City of Banning, California



City of Banning Electric Utility
176 E. Lincoln Street
Banning, CA 92220
Telephone: (951) 922-3260
www.ci.banning.ca.us

2015 Power Supply Integrated Resource Plan
City of Banning

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CITY PROFILE

The City of Banning ("City"), which compromises approximately 22.1 square miles, is located on Interstate 10 in the northwestern quadrant of Riverside County. The City is 85 miles east of Los Angeles, 27 miles east of the city of Riverside, and 20 miles west of Palm Springs. The City has a population of approximately 30,500 people.

PERSONNEL PROFILE

The City is governed by an elected five-member City Council. The City Council is the governing body for the City's Electric Utility ("Electric Utility" or "Utility") and approves all major operational decisions, including rate setting, operating budgets, power resource acquisitions, enhancement of distribution facilities and capital projects. The current council members are listed below.

Governing Body – Banning City Council

Debbie Franklin —Mayor
Art Welch—Mayor Pro Tem
Edward Miller—Councilmember
George Moyer—Councilmember
Don Peterson —Councilmember

Contact Persons

The Electric Utility currently has twenty-seven employees. Day-to-day operation of the Utility is managed by the Electric Utility Director. Any questions regarding this Integrated Resource Plan ("IRP") can be directed to either of the following two Utility personnel:

Fred Mason
Electric Utility Director
176 E. Lincoln Street
Banning, CA 92220
(951) 922-3260 – Office
(951) 849-1550 – Fax

Jim Steffens
Power Resource & Revenue Administrator
176 E. Lincoln Street
Banning, CA 92220
(951) 922-3266 – Office
(951) 849-1550 – Fax

The Electric Utility's organizational profile is shown in **Appendix B.**

The policies for service, rates and fees for power provided by the Utility to its customers are determined and set by the City Council. Copies of the Utility's current rate schedules are attached as **Appendix C.**

INTEGRATED RESOURCE PLAN PURPOSE AND GOALS

- State the Electric Utility's goals and objectives.
- Discuss the Utility's current energy and transmission resources, plus its current and forecasted five year energy and peak demand.
- Review and assess critical legislative/regulatory mandates and CAISO initiatives.
- Discuss the Utility's long-term power resource forecasts, including the influences of Resource Adequacy ("RA") needs, renewable energy and Renewable Portfolio Standards ("RPS") mandates, and Green House Gas ("GHG") mandates.
- Analyze the long-term (20-year forward) issues, and discuss the solutions that have already been executed or are still in the planning stages.

ELECTRIC UTILITY GOALS AND OBJECTIVES

- Provide reliable electric power at the lowest practicable cost, consistent with sound business principles, and in compliance with all regulatory mandates.
- Continue to participate with Southern California Public Power Authority ("SCPPA") members and other applicable utilities and agencies in California to ensure adequate resources and reliable electric service.
- Divest of the San Juan Unit 3 coal facility by December 31, 2017.
- Exceed the goal stated in the Banning Renewable Portfolio Standard of obtaining electricity from eligible renewable resources, which is currently 33% of its portfolio level by December 31, 2020. The California legislature recently passed Senate Bill 350, which mandates an RPS of 50% by 2030.

ELECTRIC SYSTEM FACILITIES

Through agreement with Southern California Edison Company ("Edison"), the Electric Utility's electric system ("Electric System") utilizes Edison's subtransmission system in bringing power from the California Independent System Operator ("CAISO") controlled high voltage transmission grid to the Electric System's distribution system at Banning Substation. The Utility owns two 34.4kV subtransmission circuits totaling approximately ten miles which feed each of the Electric System's six substations. These six substations have 27 circuits feeding approximately 145 miles of overhead and underground lines of 2,400/4,160Y volts and 7,200/12,470Y volts. Underground lines total approximately 22 miles or 15% of the total.

The Utility also has three small hydroelectric generating units located in the Banning Water Canyon. The two lower generating units were rebuilt in 2015 with a combined capacity of 0.48 MW and are waiting re-commissioning. The two units are projected to produce a total of approximately 4,000 MWh's of electricity each year. The upper generating unit is currently being evaluated to determine whether there is a cost benefit for rebuilding it. If rebuilt, the upper unit would have a capacity of 0.15 MW.

The following table sets forth information concerning voltages, capacities and circuits for the Electric System's six substations.

CITY OF BANNING ELECTRIC
SYSTEM SUBSTATIONS

Substation	Voltage	Capacity (MW)	Distribution Feeders
34 – 4kV			
Alola #1	34.5 -2.4/4.16	3.75	2
Alola #2	34.5 -2.4/4.16	3.75	2
Alola #3	34.5 -2.4/4.16	2.00	1
Airport	34.5 -2.4/4.16	3.75	2
34 – 12kV			
22nd Street	34.5 -7.4/12.47	15.00	3
Midway #1	34.5 -7.4/12.47	7.50	2
Midway #2	34.5 -7.4/12.47	7.50	2
San Gorgonio #1	34.5 -7.4/12.47	10.00	2
San Gorgonio #2	34.5 -7.4/12.47	10.00	2
Sunset #1	34.5 - 7.4/12.47	25.00	5
Sunset #2	34.5 - 7.4/12.47	25.00	4

The Utility is in the design phase of converting the 4 kV substations, Alola and Airport, to 12 kV substations. This upgrade would include the installation of 69/34.5 – 12.47 kV transformers along with the installation of new protection and communication equipment. These improvements will allow the Utility to expand its distribution capabilities by increasing the capacity across power lines. Additionally, these upgrades will allow the Utility to more easily balance the Electric System by having only one distribution voltage.

TRANSMISSION RESOURCES

Transmission resources are an integral component of the Electric Utility's plan to provide economical and reliable electric service to its customers. The Utility currently has several firm capacity transmission agreements to deliver up to 26 MW of remote generation to the Utility's takeout point at the Devers 230 substation. In addition, the Utility has a Wholesale Distribution Access Tariff Agreement with Edison that allows the Utility to utilize Edison's distribution system to deliver electricity from the takeout point over the Devers 115 line to the Banning Substation to serve the Utility's entire retail customer load.

Effective January 1, 2003, the Utility turned over operational control of its high voltage and certain low voltage transmission entitlements to the CAISO, thereby becoming a Participating Transmission Owner ("PTO") in the CAISO. In exchange for the transfer of control to the CAISO of its transmission facilities and certain contractual transmission rights, the Utility was entitled to receive, until December 31, 2010, firm transmission rights commensurate with the transmission facilities and transmission rights which it turned over to the CAISO. After that time, the firm transmission rights converted to Congestion Revenue Rights, which are financial instruments used to offset congestion charges on the applicable transmission paths.

As a PTO in the CAISO, the Utility continues to own its transmission facilities and to be bound by its contractual arrangements. The CAISO provides to the Utility (as well as other participants) access to the CAISO Controlled Grid. However, the CAISO maintains operational control for the

benefit of all market participants by providing non-discriminatory transmission access, congestion management, grid security, and control area services.

The Utility is currently part owner of two transmission projects, and also has contractual arrangements for additional firm transmission. The following table summarizes these resources.

CITY OF BANNING -- ELECTRIC UTILITY
FIRM TRANSMISSION SERVICE AGREEMENTS
As of June 30, 2015

Transmission Line / Path	Owner/Party	City's Capacity	Primary Use
Mead – Phoenix	SCPPA	3 MW	PVNGS, Westwing, Marketplace
Mead – Adelanto	SCPPA	12 MW	PVNGS, Marketplace
Adelanto – Victorville/Lugo	LADWP	12 MW	PVNGS, Marketplace
Victorville/Lugo – Devers 230	LADWP	8 MW	PVNGS, Marketplace
Mead 230 – Dever 230	Edison	2 MW	Hoover

Mead-Phoenix Transmission Project. This 256-mile, 500 kV AC transmission line, which was placed into commercial operation on April 15, 1996, extends between a southern terminus at the existing Westwing Substation (in the vicinity of Phoenix, Arizona) and a northern terminus at Marketplace Substation, a substation located approximately 17 miles southwest of Boulder City, Nevada. The line is looped through the 500-kV switchyard constructed in the existing Mead Substation in southern Nevada with an initial transfer capability of 1,300 MW. By connecting to Marketplace Substation, the Mead-Phoenix Transmission Project interconnects with the Mead-Adelanto Transmission Project and with the existing McCullough Substation. Through a contract with SCPPA, the Utility is entitled to receive 3 MW of this line's transmission capacity.

Mead-Adelanto Transmission Project. Through a contract with SCPPA, the Utility is entitled to 12 MW of transmission capacity from this 202 mile, 500 kV AC transmission line, which was placed into commercial operation on April 15, 1996. This arterial line extends between a southwest terminus at the existing Adelanto Substation in southern California and a northeast terminus at Marketplace Substation. By connecting to Marketplace Substation, the line interconnects with the Mead-Phoenix Transmission Project and the existing McCullough Substation in southern Nevada. The line has an initial transfer capability of 1,200 MW.

Adelanto-Victorville/Lugo. The Utility has a contract with the Los Angeles Department of Water and Power ("LADWP") for 12 MW of firm transmission service which extends and connects the Mead-Adelanto Transmission Project to the Victorville/Lugo transmission path. This contract has a fixed price of $0.27 per kW Month or $3,240 per month, based on a 12 MW entitlement.

Victorville/Lugo-Devers 230. The Utility has two contracts with Edison for a total of 8 MW of firm transmission service which provides transmission for the Utility's Palo Verde Nuclear Generating Station entitlement, as well as import of additional market purchases. The cost for this service is determined based on Edison's Transmission Revenue Requirement ("TRR") and is adjusted each year. Currently the cost is $4.67 per kW month or $37,360 per month for an 8 MW entitlement.

Mead 230-Devers 230. The Utility contracts with Edison for a total of 2 MW of firm transmission service which provides transmission for the Utility's Hoover entitlement. The cost for this service is determined based on Edison's TRR and is adjusted each year. Currently the cost is $4.67 per kW month or $9,340 per month for a 2 MW entitlement.

EXISTING POWER SUPPLY RESOURCES

Peak demand for the Electric Utility increased annually from 41.9 MW in Fiscal Year 2010 to 46.9 MW in Fiscal Year 2013. Peak demand in Fiscal Year 2014 decreased to 40.5 MW. The decline in peak demand was due to a very mild summer, which resulted in lower demand for air conditioning. For Fiscal Years 2010 through 2015, total annual load increased from 140,770 MWh to 148,465 MWh.

As discussed above under the caption "Electric System Facilities," the City has three small hydroelectric generating units which had previously operated infrequently and did not significantly contribute to the Electric Utility's supply resources. However, with the two lower units being rebuilt in 2015, they will produce approximately 4,000 MWh per year, or three percent of the Utility's power supply requirements.

The principal supply resources for the Utility are derived from the Utility's membership in SCPPA, a joint powers authority. The Utility has purchased portions of two generating units through SCPPA consisting of (i) Unit 3 of the San Juan Generating Station ("San Juan Unit 3"), and (ii) the Palo Verde Nuclear Generating Station, Units 1, 2 and 3 and associated facilities ("PVNGS"). Additionally, the Utility has long-term contracts through SCPPA for (i) direct entitlements to the output of hydroelectric generating plants at the Hoover Dam ("Hoover Uprating Project"), and (ii) certain power purchase agreements between SCPPA and two divisions of Ormat Technologies, Inc. relating to two geothermal energy facilities located in the Imperial Valley of California (the "Ormat Geothermal Projects"). In addition, the Utility also makes energy purchases in the wholesale market to cover its summer peaking energy and capacity requirements.

In anticipation of the shutdown of San Juan Unit 3 (which will be discussed in more detail later), the City Council approved power sales agreements to obtain capacity and energy from two new SCPPA projects, which will provide the capacity and energy needed to replace the San Juan resource. The two agreements include a 9 MW share of the Puente Hills Landfill Gas-to-Energy Facility ("Puente Hills Landfill Project"), and an 8 MW share of the RE Astoria 2 Solar Project ("Astoria 2 Solar Project"). Both of these facilities are certified renewable energy through the California Energy Commission ("CEC") and will begin providing capacity, energy and associated renewable attributes to the Utility beginning in 2017. These two agreements are standard power purchase contracts, and do not have a "take or pay" provision.

The following table sets forth certain information regarding the Utility's power supply resources during the Fiscal Year ended June 30, 2015.

CITY OF BANNING
ELECTRIC SYSTEM POWER SUPPLY RESOURCES
(Fiscal Year Ended June 30, 2015)

Source	Capacity Available (MW)	Actual Energy (MWh)	Percent of Total Energy
Joint Powers Agency (SCPPA)			
San Juan	20.0	133,509	64.2%
PVNGS	2.0	19,308	9.3
Hoover	2.0	1,588	0.8
Subtotal	24.0	154,405	74.3
Purchased Power			
CAISO	N/A	30,245	14.6
Ormat	3.4	22,951	11.1
Subtotal		53,196	25.7
Total	**27.4**	**207,601**	**100%**

As noted, the Electric Utility is a member of SCPPA, a joint powers authority created for the planning, financing, acquiring, constructing, operating and maintaining of electric generating and transmission projects for participation by some or all of its members. Through its membership in SCPPA, the Utility is a participant in the following projects:

San Juan Unit 3 Power Plant

- Ownership through Joint Participation in SCPPA Project
- Capacity and Energy
  20MW; 147,070 MWh annual
- Anticipated divestiture on December 31, 2017

The San Juan Generating Station consists of a four unit, coal fired steam electric generating plant located near the town of Farmington in San Juan County, New Mexico. The combined net generating capacity of the four units is 1,800 MW. San Juan Unit 3 has a maximum gross rated capacity of 540 MW and net capacity of 497 MW. The four units were put into operation between 1976 and 1982. In 1993, SCPPA and five of its members negotiated a purchase agreement with Century Power Corporation under which SCPPA purchased a 41.8% interest in San Juan Unit 3 and related common facilities of the San Juan Generating Station, entitling SCPPA to approximately 208 MW of power generated by San Juan Unit 3. SCPPA entered into power sales contracts with five members of SCPPA, including the Electric Utility. Under these power sales contracts, SCPPA sells 100% of its entitlement to capacity and energy of San Juan Unit 3 on a "take or pay" basis. The Utility has a 9.8% (20 MW) entitlement in SCPPA's interest in San Juan Unit 3. SCPPA financed its interest in Unit 3 by issuing revenue bonds in an aggregate principal amount of $237,375,000, of which approximately $42,935,000 in aggregate principal amount were outstanding as of June 1, 2015.

In Fiscal Year 2015, San Juan Unit 3 provided 133,509 MWh of energy to the Utility at an average cost of delivered energy of $64.45 per MWh.

In June 2014, the nine owners of the San Juan Generating Station reached a non-binding agreement in principle on an ownership restructuring of the San Juan Generating Station, which if implemented, would result in the shutdown of Units 2 & 3 by December 31, 2017 as part of the overall settlement of matters regarding emissions at San Juan. Most, but not all, of the regulatory approvals and other conditions have been obtained or satisfied in order to implement this proposed ownership restructuring.

In December 2014 SCPPA successfully closed the refunding of the San Juan Power Project's 2005 Refunding Series A Bonds, which resulted in gross savings of $6.3 million and an NPV of $4.95 million, and a new final maturity of January 1, 2017. This ensures that all San Juan Unit 3 related debt will be paid off prior to the unit shutting down December 31, 2017.

In June 2015, the nine owners of San Juan Generating Station completed developing the binding agreements necessary for the final restructuring of ownership and the shutdown of Units 2 & 3 by December 31, 2017. The individual owners obtained final approval through their various governing boards as of July 31, 2015, and are awaiting final FERC approval, which is expected shortly.

Palo Verde Nuclear Power Plant

- Ownership through Joint Participation in SCPPA Project
- Capacity and Energy
  2MW; 16,750 MWh annual

Through its participation in SCPPA, the Electric Utility has an entitlement to the Palo Verde Nuclear Generating Station near Phoenix, Arizona. SCPPA, pursuant to the Arizona Nuclear Power Project ("ANPP") Participation Agreement, has a 5.91% interest in PVNGS, consisting of Units 1, 2 and 3 and certain associated facilities and contractual rights, a 5.56% ownership interest in the ANPP High Voltage Switchyard and contractual rights, and a 6.55% share of the rights to use certain portions of the ANPP Valley Transmission System in order to transmit PVNGS power to its members which are participating in the project.

SCPPA has sold the entire capability of SCPPA's interest pursuant to power sales contracts with certain of its members, including the Utility. Under the PVNGS power sales contract, the participants are entitled to SCPPA generation capability based on their respective PVNGS entitlements and are obligated to make payments on a "take or pay" basis.

Commercial operation and initial deliveries from PVNGS Units 1, 2 and 3 commenced in January 1986, September 1986 and January 1988, respectively. Transmission is accomplished through agreements with Salt River Project Agricultural Improvement and Power District, LADWP and Edison. SCPPA had outstanding approximately $36,130,000 aggregate principal amount of bonds with respect to PVNGS as of June 1, 2015.

In response to increased competition in the electric utility business, in 1997 SCPPA began taking steps designed to accelerate the payment of all fixed rate bonds relating to PVNGS by July 1, 2004 (the "PVNGS Restructuring Plan"). Such steps consisted primarily of refunding certain outstanding bonds for savings and accelerating payments by the PVNGS project participants on the bonds issued by SCPPA for PVNGS. The PVNGS Restructuring Plan accomplishes substantial savings to

the PVNGS project participants from and after the time the principal of an interest on such fixed rate bonds were paid or provision for the payment thereof was made (i.e., from and after July 1, 2004). Under the PVNGS Restructuring Plan, the delivered cost of energy produced by PVNGS decreased significantly on July 1, 2004.

The Utility has a 1.00% entitlement interest (2 MW) in SCPPA's ownership interest in the PVNGS, the ANPP High Voltage Switchyard and the ANPP Valley Transmission System. In Fiscal Year 2015, PVNGS provided 19,308 MWh of energy to the Utility at an average cost of delivered energy of $42.01 per MWh.

Hoover Uprating Project

- Joint Participant in SCPPA Project
- Capacity and Energy
  2MW; 1,874 MWh annual
- Expires October 1, 2067

The Electric Utility participated in the Hoover Uprating Project which consisted principally of the uprating of the capacity of 17 generating units at the hydroelectric power plant of the Hoover Dam, which is located approximately 25 miles from Las Vegas, Nevada. Modern insulation technology made it possible to "uprate" the nameplate capacity of existing generators. The United States Bureau of Reclamation (the "Bureau") owns and operates the Hoover Dam facility and the Western Area Power Association ("WAPA") markets the power from the facility. The Utility and certain other members of SCPPA obtained entitlements to capacity and associated firm energy which they assigned to SCPPA by agreement dated March 1, 1986 in return for SCPPA's agreement to make advance payments to the Bureau on behalf of such members. The entitlements of the Utility and these SCPPA members currently total 94 MW of capacity and approximately 107,000 MWh of associated energy annually from the Hoover Uprating Project. As of June 1, 2015, SCPPA has outstanding approximately $6,095,000 aggregate principal amount of bonds with respect to the Hoover Uprating Project. The Utility has an entitlement of approximately 2 MW. In Fiscal Year 2015, the Hoover Uprating Project provided 1,588 MWh of energy to the Utility at an average cost of delivered energy of $35.86 per MWh.

Ormat Geothermal Projects

- Joint Participant in SCPPA Project
- Capacity and Energy
  3.4 MW; 28,560 MWh annual
- Expires December 31, 2031

In 2005, SCPPA entered into a power purchase agreement (the "Ormat Power Purchase Agreement") with OrHeber 2, Inc., which is a division of Ormat Technologies, Inc. ("Ormat"). This agreement provides for the purchase of 10 MW of electric generation from a geothermal energy facility located in the Heber area of the Imperial Valley of California. In turn, pursuant to certain power sales agreements (the "Ormat Power Sales Agreements"), SCPPA agreed to sell the energy purchased by it to four of its members, including the Electric Utility. The Utility's contract share of the purchased power is 1 MW or 10% of the total 10 MW output. Under the Utility's Ormat Power Sales Agreement, the Utility pays an initial cost for delivered energy of $57.50 per MWh, with an annual increase of 1.5%.

The Ormat Power Purchase Agreement and the Ormat Power Sales Agreements (including the City's Ormat Power Sales Agreement) have terms of 25 years from January 1 immediately following the commercial operation dates for the geothermal energy facilities. The Heber facility was completed and commenced delivering energy in January 2006, and thus the agreements relating to that facility have an expiration date of January 1, 2032.

In 2008 Ormat requested, and the SCPPA participants agreed to substitute the generating facility supplying power related to the Ormat Power Purchase Agreement. The new geothermal facility which provides power per the Agreement is the "Heber South" generating facility, which has a capacity of 14 MW versus the original Heber facility's 10 MW. The Utility's share continues to be 10%, but the actual capacity increased from 1 MW to 1.4 MW. Additionally, the Utility agreed to take 2 MW of capacity from the original Heber facility, under the same terms and conditions, thereby additionally increasing its overall capacity from 1.4 MW to 3.4 MW. With this change in facilities and increased capacity, there was an update in the pricing of the power, the original pricing methodology applies to the first 9.5 MW delivered each hour, but electricity in excess of 9.5 MW delivered any hour will be charged at an initial price of $76 per MWh, with an annual increase of 1.5%. All other aspects of the Ormat Power Purchase Agreement remain unchanged. In Fiscal Year 2015, the Utility purchased 22,951 MWh of energy pursuant to its Ormat Power Sales Agreement at an average cost of delivered energy of $75.54 per MWh.

FORWARD MARKET POWER PURCHASES

In addition to power supply resources associated with the Electric Utility's participation in SCPPA projects, the Utility has made energy purchases in the forward market to cover its summer peaking energy and capacity requirements. In this regard, the Utility evaluates responses to requests for proposal from various energy suppliers and selects the supplier providing the most economical cost. There is no assurance that the Utility will participate in forward market purchases in the future. For the past several years, the Utility has found that it has been more cost effective to purchase needed peaking energy in the CAISO wholesale markets. The Utility will continually monitor the CAISO wholesale markets for signs of price increases or unacceptable price volatility, and may accordingly adjust its strategies for covering and/or hedging the Utility's summer peaking energy requirements.

FUTURE POWER RESOURCES

General. The Electric Utility's current resources meet its customer demand in the months of October through May ("Winter Months"). Summer peaking requirements are purchased for the months of June through September. The quantity of peaking power actually purchased fluctuates depending on load projections. Current Utility resources are expected to cover demand during the Winter Months until San Juan Unit 3 shuts down December 31, 2017. As previously noted, the Electric Utility executed power sales agreements with SCPPA for power to replace that which was being lost with the shutdown of the San Juan Unit 3 facility. Those two projects, which will begin providing capacity and power to the Utility in 2017, are described in more detail below.

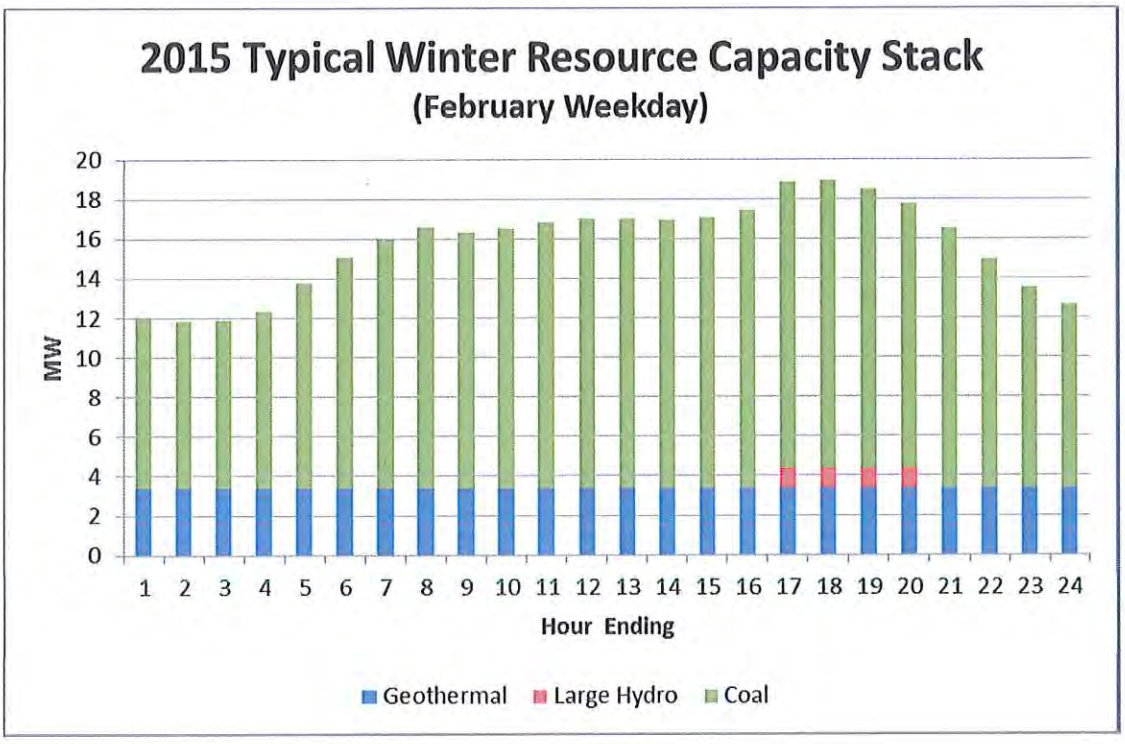
Puente Hills Landfill Gas-to-Energy Facility. The Puente Hills Landfill Gas-to-Energy Facility is an existing facility that is currently under contract with Edison. SCPPA has negotiated to start taking the output from the facility, which has a nameplate capacity of 46 MW, as of January 1, 2017. The Utility's share of the project will be 20.9302% or approximately 9.6 MW of the nameplate capacity. However, because the Puente Hills Landfill has shut down and is no longer accepting waste, the actual capacity of the facility will decrease each year at an estimated rate of 4-6%, as the

available "fuel" is depleted. The projected capacity of the facility for 2017 is estimated at 41.5 MW, which will result in the Utility receiving approximately 8.7 MW of capacity and associated energy. The project has a fixed price of $80 per MWh and a term of 13 years. The facility is located in Los Angeles County (Whittier) near the interchange of the I-605 and CA-60 freeways, and will interconnect with the CAISO's system at Edison's Hillgen Substation.

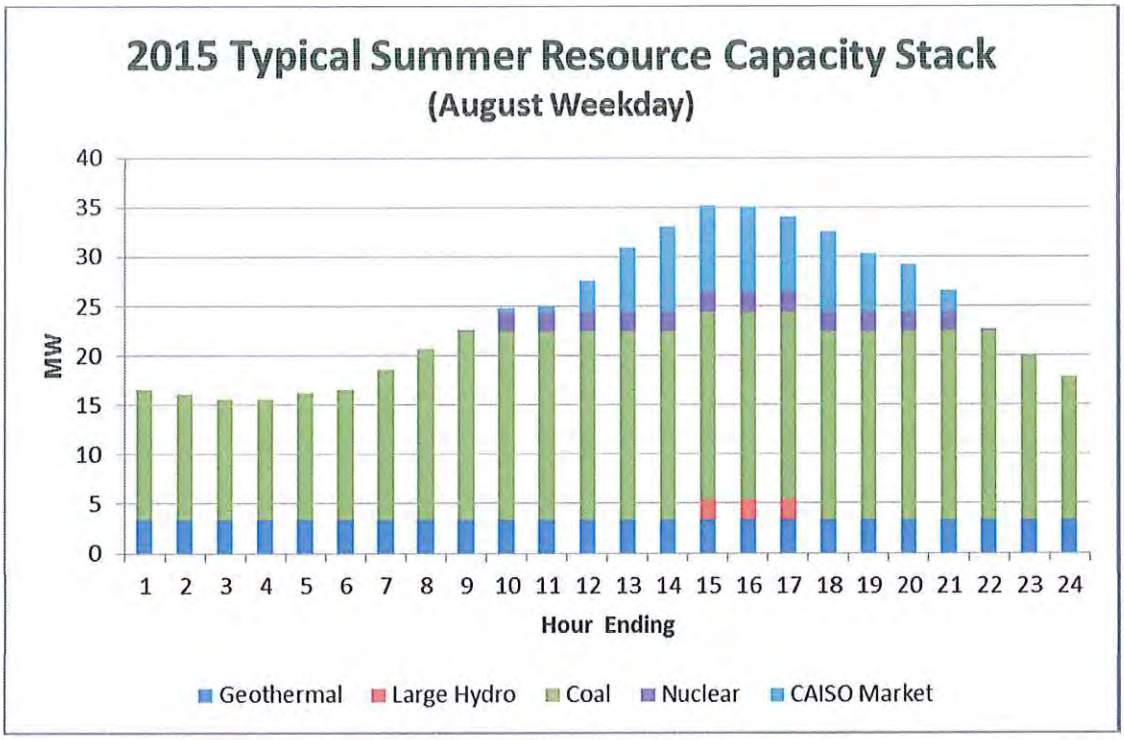
RE Astoria 2 Solar Project. The RE Astoria 2 Solar Project is being developed by Recurrent Energy (which has developed other renewable energy projects for SCPPA) and the project is scheduled to begin commercial operation in 2017. The project will be 75 MW and is the second phase of a larger project that was developed for Pacific Gas & Electric. The Utility's share of the project will be 11% or 8 MWs of capacity. The project has a fixed price of $63 per MWh and a term of 20 years. It is sited on approximately 840 acres in California on the border between Los Angeles and Kern Counties, and will interconnect with the CAISO system at Edison's Whirlwind Substation.

CURRENT TYPICAL RESOURCE STACK

The following chart shows the Utility's current resource stack for a typical day in the Winter Months. Since the Electric Utility has more than enough resources to cover its typical winter, spring, and fall loads, the Utility has no exposure to market price shocks during the majority of the year. The Utility's resources that are not used to serve load are sold into the CAISO markets.

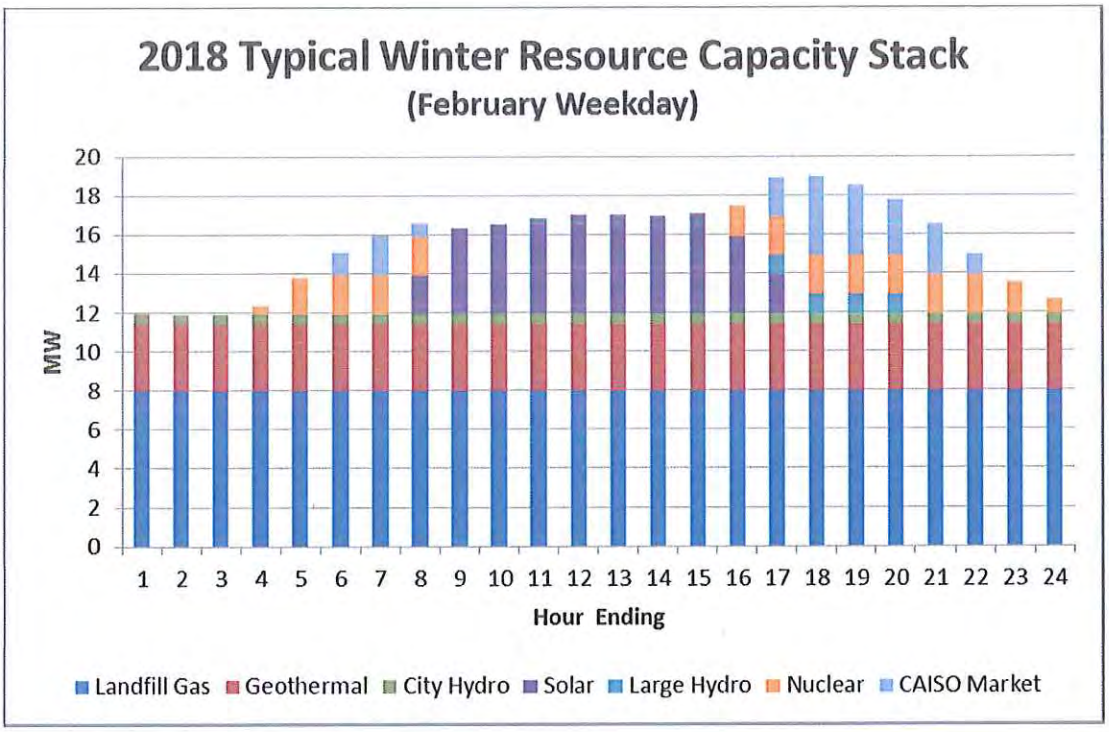


The following chart shows the Utility's current resource stack for a typical summer day. The Utility's resources are not adequate to consistently cover the peak hours from Hour Ending 10 to Hour Ending 21. In previous years, the Utility has contracted to purchase energy in the forward markets to cover these hours where the Utility is short peaking resources. However, over the last several years, the Utility has found that it is more economical to cover these summer peak shortages by purchasing energy in the CAISO wholesale markets. Since the Utility has the energy resources to cover the majority of its typical summer load, and is only short resources for the peak summer hours on unusually hot days, the Utility's exposure to market price shocks is minimal. The Utility purchases capacity in the forward markets in order to meet its CAISO RA requirements, which are 115% of its projected monthly peaks.



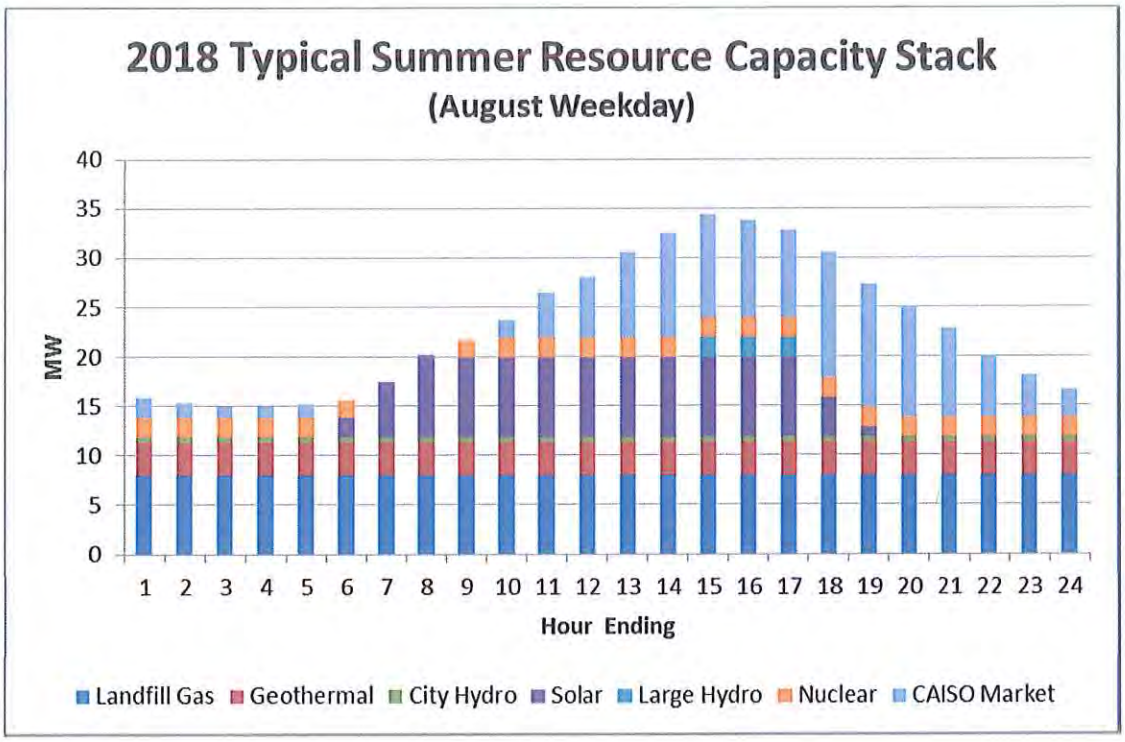
PROJECTED TYPICAL RESOURCE STACK POST SAN JUAN UNIT 3

The following chart shows the projected Electric Utility's resource stack for a typical day in the Winter Months after the divestiture of San Juan Unit 3. As discussed above, the energy from San Juan Unit 3 will be replaced by a combination of landfill gas energy and solar energy. There are several hours just prior to and after the daytime solar energy production when the Utility will need to purchase a minimal amount of energy from the CAISO markets.



The following chart shows the projected Electric Utility's resource stack on a typical summer day after the divestiture of San Juan Unit 3. As previously discussed, the Utility has found that during the last several summers it has been more cost effective to cover the summer-peak-hour resource shortages by purchasing energy in the CAISO wholesale markets. This strategy was especially optimal in the summer of 2015 due to the low mid-day real-time prices related to the overproduction from solar generation.

However, the Utility will closely monitor the CAISO markets to make sure that this strategy will continue to be optimal. If the energy prices in the CAISO markets begin to increase or become more volatile, the Utility will analyze other options to hedge this risk, such as once again purchasing energy in the forward markets.



LOAD INFORMATION

Historical and 5-Year Load Forecast:

The previous 5 year IRP covering the period from 2010 – 2014 conveyed information regarding the load forecast for the Electric Utility with an eye towards recovery from the Great Recession. Although the nation and the State have undergone a slow but steady recovery from the Great Recession, the former load projections have not materialized. The previous IRP had projected an annual load of 158,102 MWh in 2014, whereas the actual load was 148,465 MWh. There are several reasons that the load forecast missed the mark, including (i) although there has been an economic recovery, it has not been felt as strongly in the City; (ii) there was no major development in the City from 2010 – 2014; (iii) the City lost its largest industrial customer in 2010; (iv) conservation, energy efficiency programs, and improved energy efficiency technologies have reduced demand; and (v) the

increase in rooftop solar.

Although the load projections did not meet the previous IRP forecasts, the annual load did increase from 140,770 MWh in 2010 to 148,465 MWh in 2014, an increase of 5.5%. From 2010 through 2014 the annual peak demand has been variable, ranging from 40.9 MW to 46.9 MW. This variability in peak demand is directly related to weather conditions, depending upon how hot of a summer the City experiences.

The Utility is forecasting very modest annual load and peak demand increases from 2015 through 2019. These forecasted increases are based upon the assumption of a continued economic recovery. Also driving the forecasted increases are new and planned development in the City's civic center. In 2015, the Superior Court of California opened a new 68,584 square foot courthouse in the City's civic center. Additionally, the City is expecting new commercial development to support the staff and visitors of the new courthouse.

The historical peak demand and annual loads are shown in the two tables below.

Banning Peak Demand

Year	MW	%
2010	45.0	-
2011	44.3	-1.6%
2012	46.9	+5.9%
2013	40.9	-12.8%
2014	42.4	+3.7%

Banning Energy Load (MWh)						
	2009	2010	2011	2012	2013	2014
Jan	11,041	10,754	10,846	10,627	11,356	10,891
Feb	9,985	9,583	9,788	9,950	9,928	9,629
Mar	10,625	10,471	10,262	10,352	10,495	10,245
Apr	10,410	9,850	9,801	10,073	10,484	10,147
May	12,316	10,416	10,385	11,474	11,598	11,670
Jun	11,423	11,977	11,643	12,634	13,578	13,295
Jul	17,463	15,317	15,088	15,674	16,804	16,839
Aug	16,048	15,911	16,836	18,582	16,565	16,007
Sep	15,002	13,748	14,201	15,409	14,308	15,498
Oct	10,671	11,074	11,648	11,743	10,849	12,350
Nov	10,106	10,454	10,353	10,271	10,350	10,455
Dec	11,197	11,215	11,533	11,271	11,438	11,439
Total:	146,287	140,770	142,384	148,060	147,753	148,465
		-3.8%	1.1%	4.0%	-0.2%	0.5%

The Utility's five-year forecasted annual loads and peak demands are shown in the tables below.

CITY OF BANNING
Projected Load Data 2015 - 2019

	Actual Load - 2013				Actual Load - 2014		2015 [1]	
	Total Load for Month	Peak MW	Date of Peak	Time	Total Load for Month	Peak MW	Total Load for Month	Peak MW
Jan	11,356	20.2	1/10/2013	19:00	10,891	19.6	10,997	19.5
Feb	9,928	20.2	2/8/2013	19:00	9,629	19.2	9,525	18.5
Mar	10,495	19.6	3/8/2013	19:00	10,245	17.6	10,714	20.3
Apr	10,484	21.8	4/29/2013	15:00	10,147	19.8	10,129	22.0
May	11,598	30.6	5/13/2013	16:00	11,670	28.4	10,630	25.3
Jun	13,578	40.9	6/30/2013	15:00	13,295	34.7	14,114	38.8
Jul	16,804	39.7	7/9/2013	16:00	16,839	41.8	14,425	34.9
Aug	16,565	40.5	8/21/2013	16:00	16,007	40.2	17,238	42.7
Sep	14,308	40.2	9/3/2013	15:00	15,498	42.4	14,590	42.0
Oct	10,849	21.3	10/1/2013	15:00	12,350	29.5	12,265	30.7
Nov	10,350	19.4	11/21/2013	18:00	10,455	19.7	10,569	19.9
Dec	11,438	22.1	12/9/2013	19:00	11,439	21.2	11,622	22.0
TOTAL:	147,755				148,465		146,818	

	2016		2017		2018		2019	
	Total Load for Month	Peak MW	Total Load for Month	Peak MW	Total Load for Month	Peak MW	Total Load for Month	Peak MW
Jan	11,137	19.8	11,193	19.9	11,249	20.0	11,305	20.1
Feb	9,742	19.4	9,791	19.5	9,840	19.6	9,889	19.7
Mar	10,537	19.3	10,590	19.3	10,643	19.4	10,696	19.5
Apr	10,305	21.3	10,356	21.4	10,408	21.6	10,460	21.7
May	11,356	28.2	11,413	28.4	11,470	28.5	11,527	28.6
Jun	13,731	38.3	13,799	38.5	13,868	38.7	13,938	38.9
Jul	16,103	39.0	16,183	39.2	16,264	39.4	16,346	39.6
Aug	16,687	43.8	16,770	44.0	16,854	44.2	16,938	44.5
Sep	14,873	41.7	14,947	41.9	15,022	42.1	15,097	42.4
Oct	11,881	27.3	11,940	27.4	12,000	27.6	12,060	27.7
Nov	10,510	19.7	10,562	19.8	10,615	19.9	10,668	20.0
Dec	11,557	21.9	11,615	22.0	11,673	22.1	11,731	22.2
TOTAL:	148,418		149,160		149,906		150,655	

[1] *January through October 2015 are actual numbers.*

Load Profile Information

The Electric Utility serves approximately 12,000 metered customers. The Utility's load is divided amongst the customer classes as follows:

Commercial—43%
- Time-of-Use—8%
- Large Demand—8%
- Small Demand and General—27%

Residential—47%
Other—10%

Energy Sales by Customer Class (kWh)

Cal Year	Residential	Commercial	Industrial	Public Use	Total	% Change
2009	68,090,000	38,986,000	17,542,000	11,790,000	136,408,000	
2010	65,417,000	40,392,000	16,907,000	10,326,000	133,042,000	-2.47%
2011	65,980,000	37,124,000	18,603,000	10,856,000	132,563,000	-0.36%
2012	69,554,000	37,570,000	22,145,000	10,137,000	139,406,000	5.16%
2013	66,885,000	37,101,000	24,949,000	9,081,000	138,016,000	-1.00%
2014	67,086,000	38,515,000	22,964,000	14,936,000	143,501,000	3.97%

IMPORTANT LEGISLATIVE AND REGULATORY MANDATES

WAPA Regulations Applicable to Banning

Resource reporting was mandated by the Energy Policy Act of 1992. The Act required all WAPA customers to submit a report to WAPA every five years. Due to policy changes, the Electric Utility transitioned to the Minimum Investment Report in 2012. However, the Electric Utility chose to prepare this IRP because prudent industry practice warrants reviewing and updating the IRP for the utility at least every five years.

Renewable Portfolio Standard

Senate Bill X1 2 ("SBX1 2"), the "California Renewable Energy Resources Act," was signed into law by Governor Jerry Brown on April 12, 2011. SBX1 2 codifies the RPS target for retail electricity sellers to serve 33% of their loads with eligible renewable energy resources by 2020. As enacted, SBX1 2 makes the requirements of the RPS program applicable to local publicly-owned electric utilities ("POUs") (rather than just prescribing that POUs meet the intent of the legislation as under previous statutes). However, the governing boards of POUs are responsible for implementing the requirements, rather than the CPUC, as is the case for the IOUs. In addition, the CEC is given certain enforcement authority for POUs and CARB is given the authority to set penalties.

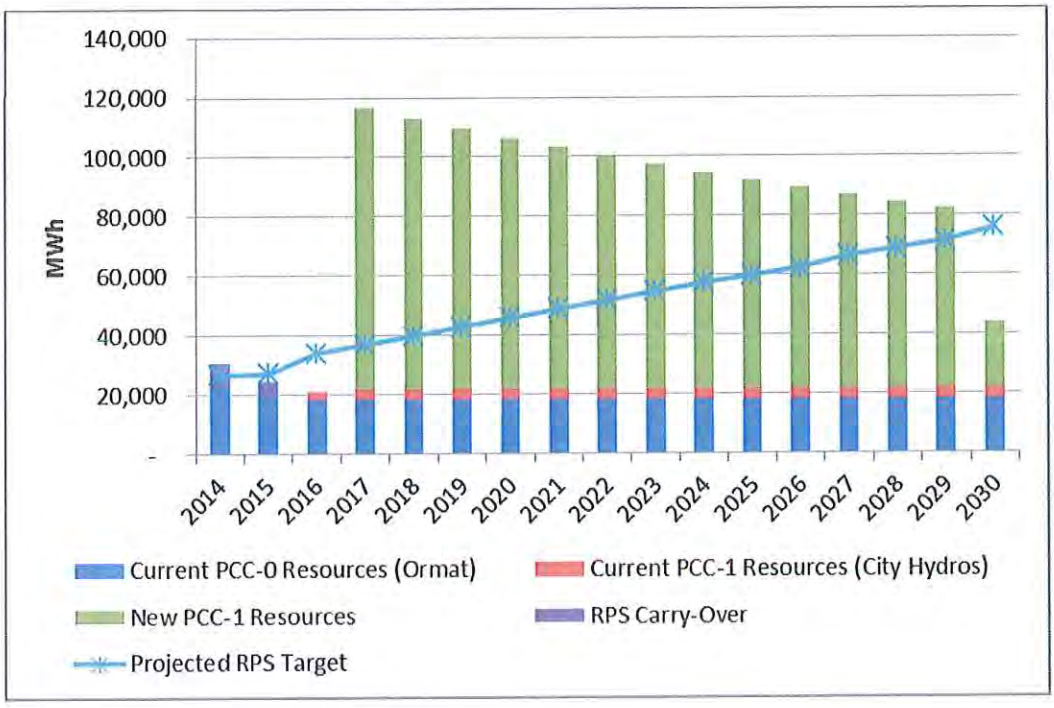
SBX1 2 requires each POU to adopt and implement a renewable energy resource procurement plan. As set out in more detail in the CEC's RPS enforcement regulation, noted below, the plan must require the utility to procure at least the following amounts of electricity products from eligible

renewable energy resources, which may include renewable energy certificates ("RECs"), as a proportion of total kilowatt hours sold to the utility's retail end-use customers: (i) over the 2011-2013 compliance period, an average of 20% of retail sales from January 1, 2011 to December 31, 2013, inclusive; (ii) over the 2014-2016 compliance period, a total equal to 20% of 2014 retail sales, 20% of 2015 retail sales, and 25% of 2016 retail sales; (iii) over the 2017-2020 compliance period, a total equal to 27% of 2017 retail sales, 29% of 2018 retail sales, 31% of 2019 retail sales, and 33% of 2020 retail sales.

Senate Bill 350 was signed into law by Governor Jerry Brown on October 7, 2015. Senate Bill 350 increased the RPS standard to 50% by 2030. The bill also sets intermediate goals of 40% by 2024 and 45% by 2027. As previously noted, the City's resource mix will be approximately 75% renewable energy on or before December 31, 2017.

The bar graphs in the following chart show the Utility's current and projected renewable energy resources. The blue line in the chart shows the Utility's projected RPS targets, based upon the mandated RPS percentage targets and upon projected retail sales. As the chart indicates, the Utility will exceed the targets from 2017 through 2029. The one challenging year that the Utility is not projected to meet the RPS target is 2016. The Utility has several options for dealing with this challenge: (i) Solicit to buy more energy from the Ormat Geothermal Projects; (ii) purchase additional PCC-1 energy in the open markets, along with sufficient PCC-2 and PPC-3 RECs; or (iii) invoke one of the Utility's optional compliance mechanisms, such as its Cost Limitations Policy.

The chart indicates that the Utility will also not meet the RPS target in 2030, due to the expiration of the Puente Hills Landfill Project contract. However, the Utility will most likely have replaced that energy with additional renewable energy. Even if the Utility did not procure additional renewable energy in 2030, the Utility would still be able to comply with the RPS mandate by carrying forward the excess RECs banked due to the over-compliance in previous years.



AB 32 – CALIFORNIA GHG REDUCTION MANDATE

Then Governor Schwarzenegger signed Assembly Bill 32, the Global Warming Solutions Act of 2006 (the "GWSA"), which became effective as law on January 1, 2007. The GWSA prescribed a statewide cap on global warming pollution with a goal of returning to 1990 greenhouse gas emission levels by 2020. In addition, the GWSA established an annual mandatory reporting requirement for all IOUs, POUs and other load-serving entities (electric utilities providing energy to end-use customers) to inventory and report greenhouse gas emissions to the California Air Resources Board ("CARB"), required CARB to adopt regulations for significant greenhouse gas emission sources (allowing CARB to design a "Cap & Trade" system) and gave CARB the authority to enforce such regulations beginning in 2012.

On December 11, 2008, CARB adopted a "scoping plan" to reduce greenhouse gas emissions. The scoping plan set out a mixed approach of market structures, regulation, fees and voluntary measures. The scoping plan included a Cap & Trade program. The scoping plan is required to be updated every five years. CARB issued the proposed first update to the scoping plan update on February 10, 2014, which was approved by CARB on May 22, 2014. The scoping plan update recommends that a plan to extend the Cap & Trade program beyond 2020 be developed by 2017. In addition, CARB approved a resolution at its October 25, 2013 board meeting that directs CARB's executive officer to develop a plan for a post-2020 program, including a cost containment mechanism, before 2018.

On October 20, 2011, CARB adopted a regulation implementing the Cap & Trade program. The Cap & Trade regulation became effective on January 1, 2012. Emission compliance obligations under the regulation began on January 1, 2013. The Cap & Trade program covers sources accounting for 85% of California's greenhouse gas emissions, the largest program of its type in the United States.

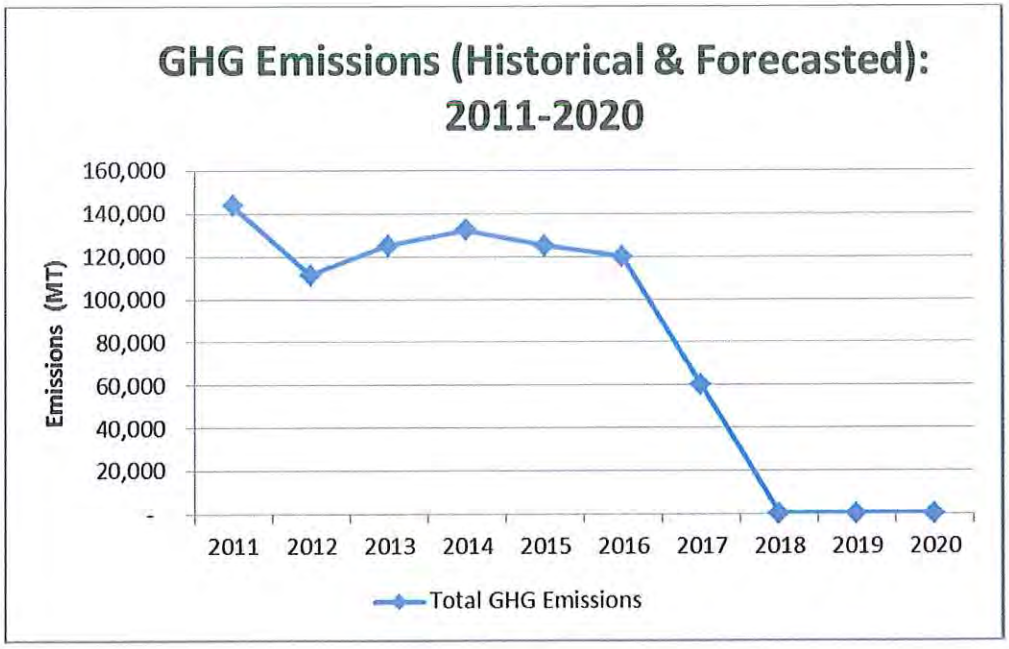
The Cap & Trade program is being implemented in phases. The first phase of the program (January 1, 2013 to December 31, 2014) introduced a hard emissions cap covering emissions from electricity generators, electricity importers and large industrial sources emitting more than 25,000 metric tons of carbon dioxide-equivalent greenhouse gases ("CDE") per year. In 2015, the program is being expanded to cover emissions from transportation fuels, natural gas, propane and other fossil fuels. The cap will decline each year until the end of the program currently scheduled for 2020 unless otherwise extended, as expected, through an act of the State legislature.

The Cap & Trade program includes the distribution of carbon allowances equal to the annual emissions cap. Each allowance is equal to one metric ton of CDE. As part of a transition process, initially, most of the allowances were distributed for free. Additional allowances are being auctioned quarterly (auctions began in November 2012). Utilities can acquire more allowances at these auctions or on the secondary market.

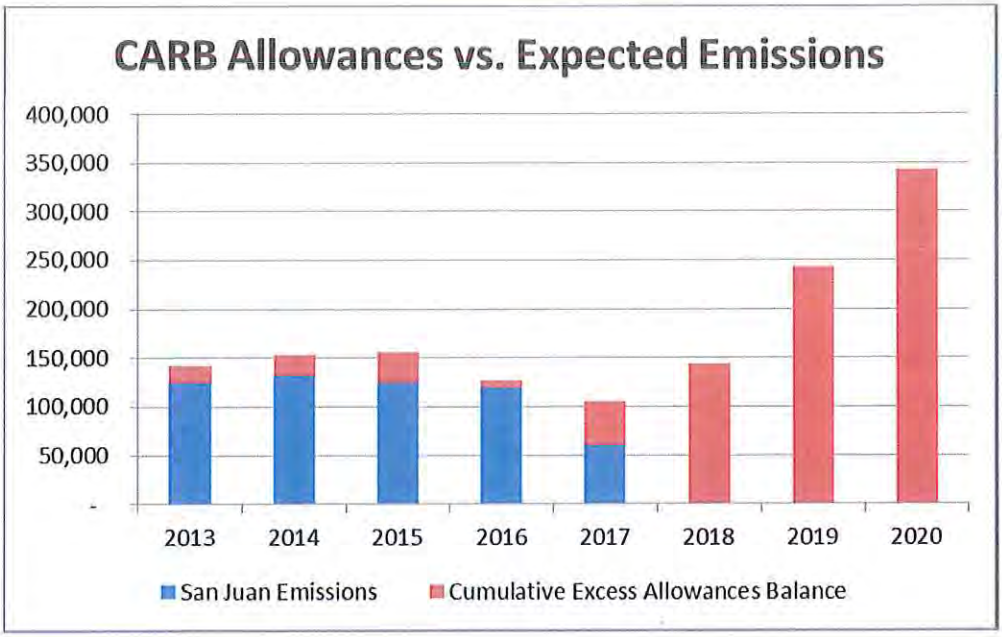
The Electric Utility is unable to predict at this time the full impact of the Cap & Trade program over the long-term on the Utility or on the electric utility industry generally or whether any additional changes to the adopted program will be made. Since the advent of the Cap & Trade program in 2012, regulations by the CARB have provided the electric sector, including the Utility, with nearly sufficient allocated greenhouse gas allowances or credits to cover existing operations in meeting retail load obligations. As a result, there have been minimal to moderate additional costs to the Utility in managing the need for additional allowances required for retail obligations. However, with the Utility's divestiture of San Juan Unit 3, scheduled for December 31, 2017, and the execution of the power sales agreements for renewable energy to replace San Juan, the City's resource mix will be

approximately 75% renewable energy and nearly 90% emissions free (the Palo Verde Nuclear and Hoover Large Hydro generating facilities, while not considered renewable energy, do not produce emissions). This will result in a significant reduction in the potential adverse impact of the Cap & Trade program and any other State or Federal program.

The following chart shows the historical and forecasted GHG emissions for which the Utility will have a Cap & Trade compliance obligation. The projections assume that San Juan Unit 3 will only produce approximately half of its usual output in its final year of operation. This assumption is based upon the fact that the maintenance on San Juan Unit 3 will likely drop off in the year prior to it being decommissioned.



The following chart shows both (i) the covered Cap & Trade emissions liability of the Utility due to electricity imported into California from the San Juan Unit 3 coal plant; and (ii) the ***cumulative*** amount of ***excess*** Cap & Trade allowances that the Utility will have after submitting the required allowances to the CARB to cover each year's emissions liability. Due to the fact that the Utility will continue to receive its allotment of free allowances after the divestiture of San Juan Unit 3, the Utility is projected to start banking a substantial amount of excess allowances beginning in 2018. The value of these excess allowances would offset a portion of the costs associated with the premature closure of San Juan Unit 3. The Utility would be able to use the value of these excess allowances for the benefit of its ratepayers.



SB 1368 – EMISSION PERFORMANCE STANDARD

Senate Bill 1368 became effective as law on January 1, 2007. It provides for an emission performance standard ("EPS"), restricting new investments in baseload fossil fuel electric generating resources that exceed the rate of greenhouse gas emissions for existing combined-cycle natural gas baseload generation. Senate Bill 1368 allows the CEC to establish a regulatory framework to enforce the EPS for POUs such as the Utility. The CEC regulations prohibit any investment in baseload generation that does not meet the EPS of 1,100 pounds of carbon dioxide per MWh of electricity produced, with limited exceptions for routine maintenance, requirements of pre-existing contractual commitments, or threat of significant financial harm.

In January 2012, the CEC initiated a review of the regulations for enforcement of the EPS for POUs to ensure there is adequate review of investments in facilities that do not meet the EPS. On March 19, 2014, the CEC issued its Final Conclusions in the EPS proceeding. The CEC proposed to require each POU to file an annual notice identifying all investments over $2.5 million that it anticipates making during the subsequent 12 months on non-EPS compliant baseload facilities to comply with environmental regulatory requirements. This requirement would be waived for any POU that has entered into a binding agreement to divest within five years of all baseload facilities

exceeding the EPS. A final regulatory package was unanimously adopted at the CEC's June 18, 2014 business meeting.

CAISO FLEXIBLE RESOURCE ADEQUACY INITIATIVE (FRAC/MOO)

Given the increasing amount of intermittent resources, such as solar and wind, that are anticipated to come online in the foreseeable future, CAISO is anticipating significant changes in operational needs within its system. Historically, utilities and the CAISO have dealt with supply uncertainty by imposing a Resource Adequacy margin that each utility must meet; normally 15% additional capacity above the monthly peak demand of each load serving entity.

In response to the issue of increasing intermittent resources, in 2015 the CAISO started imposing a flexible RA requirement for each load serving entity (flexible resources are capable of ramping up and down quickly to respond to intermittent resources.) In order to meet this new flexible RA requirement, in the normal course of buying its annual system RA products the Utility has made sure that the RA products that they purchase possess the flexible attribute. Since flexible RA products are only slightly more expensive than standard system RA products, this change has had minimal effects upon the operating costs of the Utility.

ENERGY EFFICIENCY PROGRAMS

The Utility's Public Benefits department administers low-income assistance programs as well as rebate programs for energy efficiency. During the most recent fiscal year, Banning spent $107,978 in Energy Efficiency programs, which have provided 75,066 kWh in energy savings. It should be noted that the City is located in an economically disadvantaged area. A significant portion of the City's population is either low income or senior citizens living on a fixed income. Due to the economic demographics of the City's population, the City Council has given guidance to the Utility to make assistance to low-income customers a priority. Therefore, a significant portion of Public Benefits dollars are utilized to provide low-income assistance through reduced rates.

The following is a list of the primary programs offered by the Utility's Public Benefits department.

Program Descriptions

- Air Conditioner: Monetary incentives to replace an existing central air conditioning unit with a new high-efficiency unit.
- EnergyStar® Appliances: Monetary incentives for purchasing products that meet the Energy Star®" criteria.
- EnergyStar® Refrigerator: A monetary incentive for replacing an old inefficient refrigerator with a new energy efficient unit.
- Recycle: Rebates offered to remove and recycle operating old and inefficient refrigerators and freezers.
- Energy Weatherization: Monetary incentives to replace inefficient materials with products that will improve the energy efficiency of their facility and reduce energy use.

- Shade Tree: Rebates offered to plant shade trees around homes to help reduce the amount of energy used for air conditioning.

- Commercial Programs: Monetary incentives for commercial customers to install more energy-efficient equipment such as lighting, signage, refrigeration, etc.

- New Construction: Monetary incentives for new construction projects that exceed the energy efficiency above California's Title 24 standards.

- Energy Audits: Provides customers with a variety of recommendations for reducing energy consumption.

- Low Income Assistance: An electric utility reduced Baseline Rate for qualified customers. As mentioned above, a significant portion of the Public Benefits funds are spent providing low income assistance.

Major Program Changes

One of Banning's current goals is to expand participation in its commercial retrofit and refrigeration programs, primarily through the adoption of significantly increased monetary incentives. To accomplish this goal, in 2015 the Utility implemented a new program for business customers called the Business Energy Efficiency Funds, or "B.E.E.F." For businesses deciding to participate in the program, an independent energy-efficiency specialist conducts a small-business energy survey to identify lighting, refrigeration, motors, air conditioning tune-ups, and other qualifying potential energy-efficiency upgrades. There is no cost to the business for this energy survey. A report is generated listing recommended energy-efficient retrofits. Each recommendation includes the cost to perform the retrofit, anticipated annual energy savings, and simple payback.

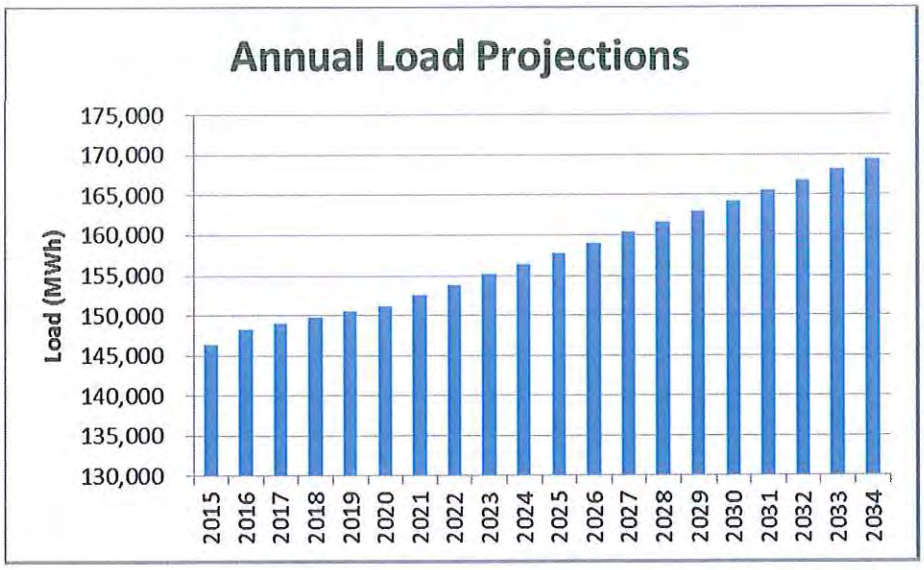
Businesses will then have the option to select the recommendations they consider a priority to install, based upon the anticipated savings and the cost of the energy-efficiency upgrades. Once the selection is finalized, certified installers are scheduled to complete the work at the facility. The Utility will pay up to $2,750 for the recommended retrofits selected, with no or minimal copays to the business. The following table gives examples of the copays at differing levels of upgrade costs:

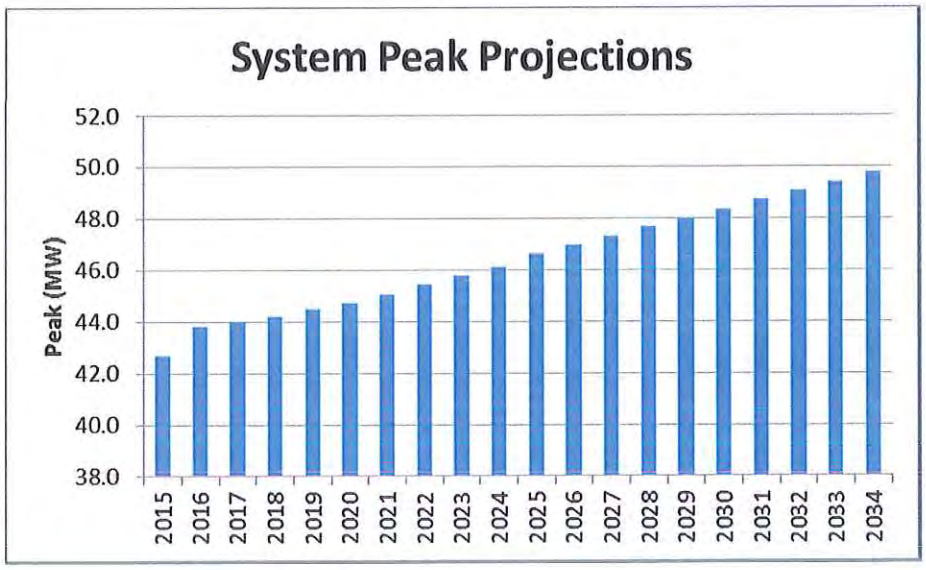
Upgrade Costs	Business's Copay	Amount Paid by Utility
$1,000	$0	$1,000
$2,000	$100	$1,900
$3,000	$250	$2,750

The B.E.E.F. program has been well received by the City's business community, and participation has been strong.

LONG-TERM FORECASTS

The Utility expects to continue losing some load to distributed generation such as customer-owned solar. However, the load projections are expected to grow in the future due to the planned development of several large housing communities starting in the next several years. The Rancho San Gorgonio project is planning on developing 3,385 single-family dwellings. The Butterfield – Pardee Homes project is scheduled to build 4,862 single-family dwellings. For the annual load and peak projections shown in the charts below, it was assumed that two hundred new houses would be built each year from 2020 through the end of the projection period. It was also assumed that there would be additional commercial development to support the increased population.





IMPORTANT SECONDARY RESOURCE PLANNING ISSUES

Customer PV Solar

Under Senate Bill 1, the Electric Utility was mandated to spend $1.96 million of Public Benefits funds to provide rebates for the installation of photovoltaic systems. The Electric Utility has already exceeded this mandate, providing $2.5 million in solar rebates prior to 2014.

In response to the State of California's goal of reaching 12,000 MWs of distributed solar by 2020, combined with the declining cost curves of rooftop solar over the past several years, the Utility has seen an accelerating increase in the number of customers installing rooftop solar. As of October 2015, the Utility had 183 customers with rooftop solar, equaling 1.1 MWs of output capacity.

The current net energy metering structure that is standard in California has resulted in cross-subsidies between solar and non-solar customers. Non-solar customers appear to be paying an inordinate portion of the fixed costs of running a utility and maintaining the grid and distribution systems. The City Council has given guidance that the Utility should avoid cross-subsidies between customers whenever possible. As part of the Utility's Cost of Service Analysis that is planned to be conducted in 2016, this issue of solar cross-subsidization will be evaluated and addressed.

Energy Storage

Assembly Bill No. 2514 ("AB 2514") requires each local publicly owned electric utility to initiate a process to determine appropriate targets, if any, for the utility to procure viable and cost-effective energy storage systems to be achieved by December 31, 2016, and December 31, 2021. AB 2514 indicates that publicly owned electric utilities need only adopt energy storage procurement targets if the targets are deemed to be appropriate, technologically viable, and cost effective. AB 2514 states that the governing board of each publically owned electric utility shall adopt procurement targets, if determined to be appropriate, by October 1, 2014, and reevaluate this determination not less than once every three years.

To comply with AB 2514, in March of 2012 the Electric Utility officially opened proceedings to determine if it was appropriate for the Electric Utility to set energy storage procurement targets. In conjunction with SCPPA, the Electric Utility hired a third-party consultant, Navigant Consulting, Inc. ("Navigant") to perform a study on the costs and benefits of current energy storage technologies. Navigant created a framework and decision making tool for identifying, quantifying, and monetizing the benefits of energy storage systems. The Electric Utility utilized this tool in assessing the cost effectiveness and viability of procuring energy storage systems by the established target dates. Additionally, the SCPPA Energy Storage Working Group provided SCPPA members with their energy storage research paper entitled "Summary Review of the Technological Capabilities and Economics of Energy Storage System Development."

Based upon the modeling performed with the Navigant decision making tool, together with the SCPPA Energy Storage Working Group research, the Electric Utility determined that procuring energy storage systems is not cost effective at this time. Accordingly, on September 23, 2014, the City Council adopted Resolution No. 2014-65, indicating that the Electric Utility will not be adopting energy storage procurement targets at this time, due to the lack of cost-effective options. The Electric Utility will continue to monitor the energy storage industry as it matures, and will

reevaluate the cost effectiveness of energy storage systems as the cost structures decline and/or as the benefits increase.

Electric Vehicles

The State of California has set a goal of having 1.5 million zero emission vehicles on the roads by 2025. It is anticipated that the majority of these zero emission vehicles will be electric vehicles. As battery storage technology improves, the costs for electric vehicles will continue to decline, which will result in a higher participation in electrical vehicle ownership within the Utility's territory. In anticipation of these changes, the City recently received a grant to have an electrical vehicle public charging station constructed in the McDonald's parking lot. In connection with the Utility's Cost of Service Analysis that is scheduled to be conducted in 2016, the impact of electric vehicle charging on the Utility's costs will be analyzed, and appropriate rate structures will be identified.

The Utility, along with SCPPA and its other members, are working together to facilitate the electrification of the transportation sector throughout the region. The goals of these efforts include:

- Developing a set of industry-accepted Best Practices in electric vehicle program development and adoption programs to create a consistent platform and structure for utilities to implement transportation electrification plans and implementation strategies.

- Creating programs that provide a seamless transition for consumers to move into the electric vehicle market through education and assistance on the purchasing, ownership, operation and maintenance of electric cars and trucks.

- Continuing to assess the need and economic viability of utility investment(s) in charging equipment and infrastructure with consideration of public and private partnerships, government and private grants, government surcharges and other possible alternatives.

SUMMARY AND CONCLUSIONS

The last five years have been challenging for California electric utilities, including the City's Electric Utility. New and evolving technologies, such as distributed rooftop solar and battery storage, are changing the landscape of the electric utility industry. More pertinent to the Utility, the increase in governmental regulatory programs has created numerous challenges for the Utility, and has applied upward pressure upon the Utility's operating expenses. The last five years have seen the implementation of the State of California's Cap & Trade program and the State's RPS program. Additionally, the federal Environmental Protection Agency has imposed strict regulatory mandates upon the San Juan Generating Station.

Fortunately, the Utility's decision to divest itself of San Juan Unit 3 has provided solutions to the majority of these regulatory challenges. After San Juan Unit 3 has been divested by December 31, 2017, the Utility will no longer own or be a party to power purchase agreements for energy produced with fossil fuels, and therefore will no longer have a compliance obligation under the Cap & Trade program. Additionally, since the Utility has chosen to replace the energy from San Juan Unit 3 with all renewable energy, the Utility will have greatly exceeded the mandates of the RPS program. Once the Puente Hills Landfill Project and the Astoria 2 Solar Project come online in 2017, the Utility's energy portfolio will contain renewable energy greater than 70% of retail sales, already far exceeding the State's RPS mandate of 50% renewable energy by 2030.

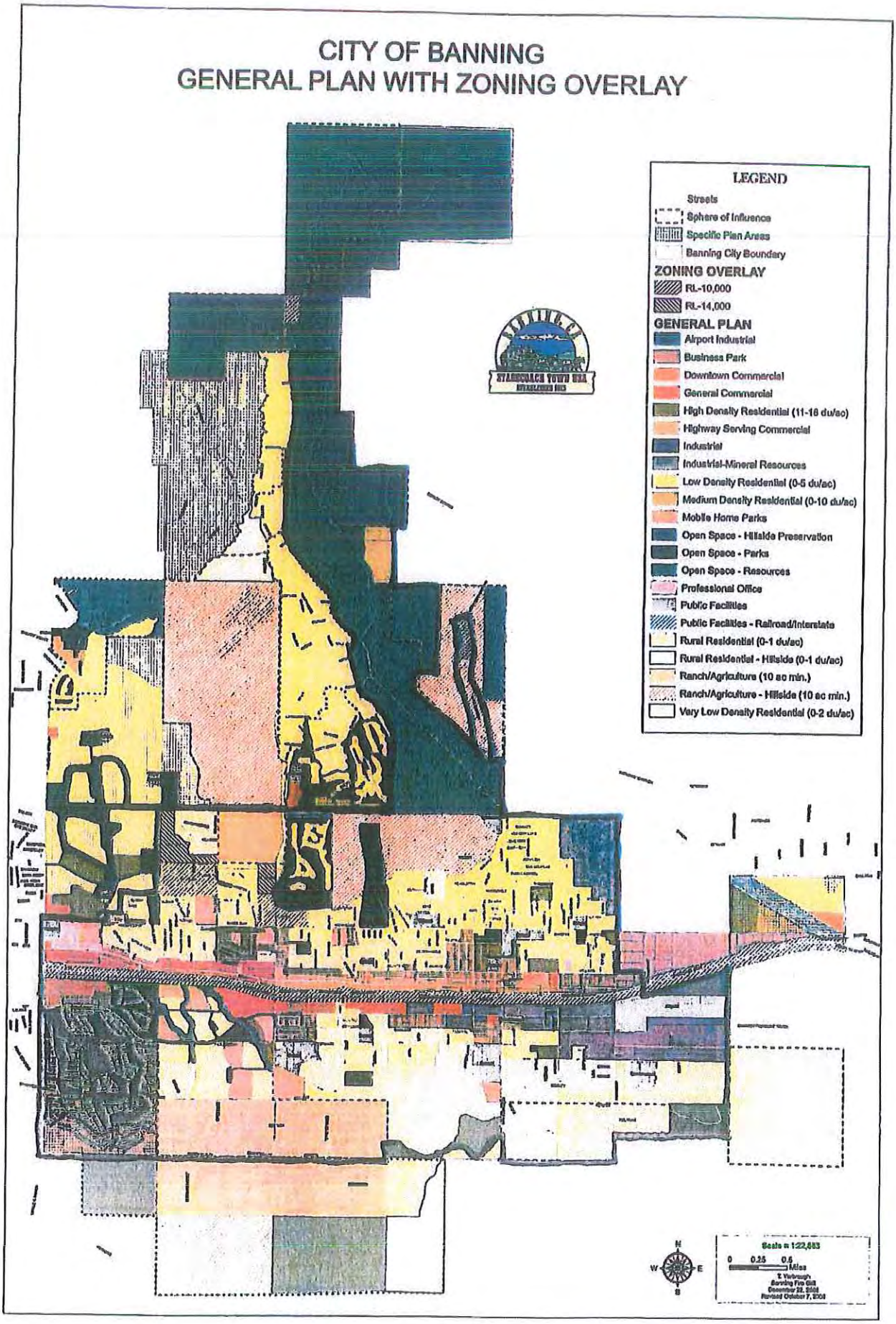
The Utility still faces several challenges, though. If the Rancho San Gorgonio and Butterfield – Pardee Homes residential projects come to fruition, and the Utility's annual loads and summer peaks increase as projected, sometime in the early-to-mid 2020's the Utility may need to augment its strategies for covering/hedging its summer peaking requirements. Additionally, The Puente Hills Landfill Project contract ends in 2030, and the Ormat Power Sales Agreement ends in 2031. The Utility will eventually need to begin planning to replace these resources. However, these challenges are further out into the future. Currently, the Electric Utility is extremely well positioned to meet its energy needs and its regulatory obligations for the next five years and beyond.

PUBLIC PARTICIPATION

Banning holds bi-monthly City Council meetings open to the public. Meetings are held on the second and fourth Tuesday of every month. Meeting agendas are published and posted at City Hall and on the City website the week prior to the meeting.

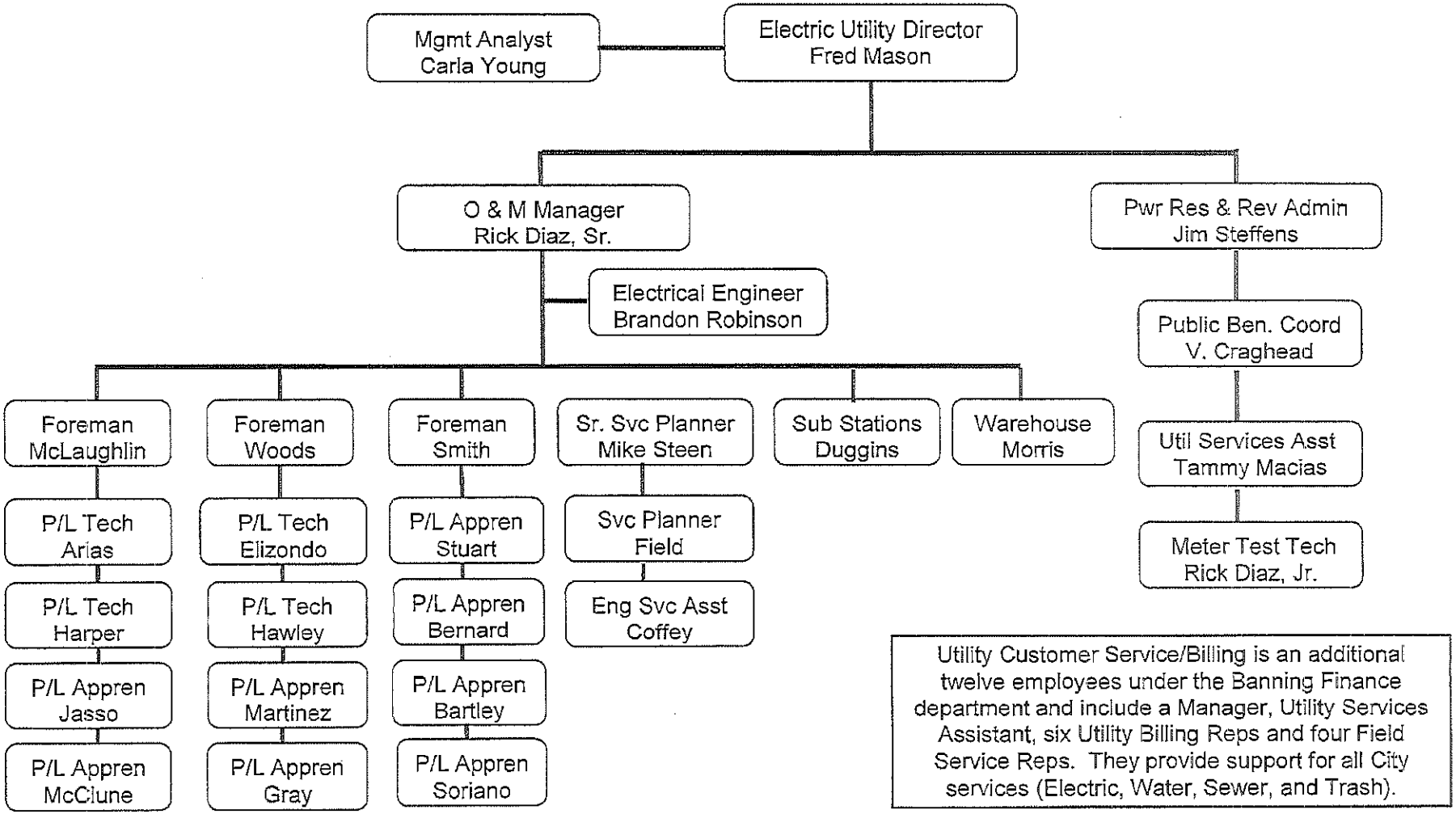
APPENDIX A – MAP OF UTILITY SERVICE AREA

CITY OF BANNING
GENERAL PLAN WITH ZONING OVERLAY



APPENDIX B – ELECTRIC UTILITY ORGANIZATIONAL CHART

City of Banning – Electric Utility Department



Utility Customer Service/Billing is an additional twelve employees under the Banning Finance department and include a Manager, Utility Services Assistant, six Utility Billing Reps and four Field Service Reps. They provide support for all City services (Electric, Water, Sewer, and Trash).

APPENDIX C – CURRENT RATE SCHEDULES

CITY OF BANNING

ELECTRIC UTILITY RATE SCHEDULE

May 2013

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CITY OF BANNING
Electric Division

GENERAL PROVISIONS

A) SYSTEM COST ADJUSTMENT FACTOR

The System Cost Adjustment Factor (SCAF) is a charge per kWh that is used to ensure an adequate revenue stream to cover all costs incurred by Banning's electric system, and will be assessed to all customer classes. System costs will include: Power purchases, debt service, transmission, distribution and O&M expense, as well as all overhead costs of the electric system including inter-fund transfers.

The SCAF shall be calculated quarterly for the periods (January-March, April-June, July-September, and October-December) and shall become effective the first day of the 2nd quarter following the calculated period (i.e. January-March SCAF would become effective July 1st).

The SCAF shall be determined using the following formula and be expressed to the nearest $0.0001 per kWh:

$$SCAF = (a+b+c+d-e)/f$$

Where:
a = revenue from retail sales during the period.
b = revenue from bulk sales to other utilities.
c = fees collected from contractors in aid of construction or for other services provided.
d = miscellaneous revenues.
e = total cost of Banning's electric system including power purchases, debt service, transmission, distribution and operating expense, as well as all overhead costs of the electric system including inter-fund transfers.
f = the retail energy sales during the period in kWh.

SCAF will not exceed $0.02/kWh during any quarter. The uncollected revenue in excess of the $0.02 cap, if any, will be carried over as an expense in the next quarter. The Electric Utility shall maintain an operating reserve of $3M. Surplus revenue, if any, collected during any fiscal year, will be set aside in the Capital Improvement fund for system upgrades and future improvements.

B) PUBLIC BENEFITS CHARGE

All bills rendered under the above rate shall be subject to the Public Benefits Charge as established by the City Council.

General Provisions (continued)

C) SEASONS

The Summer season shall commence at 12:00 a.m. on the first day in June and continue until 12:00 a.m. on the first day in October of each year. The Winter season shall commence at 12:00 a.m. on the first day in October of each year and continue until 12:00 a.m. on the first day in June of the following year. Utility bills generated during each applicable season will reflect any appropriate seasonal rate variances.

CITY OF BANNING
Electric Division

SCHEDULE A

RESIDENTIAL SERVICE

A) APPLICABILITY

This schedule is applicable to single family and multiple family accommodations devoted primarily to domestic use, and includes services for lighting, cooking, heating and power consuming appliances.

B) CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz, delivered at 120 or 240 volts, single phase, as may be specified by the Division.

C) TERRITORY

Within the area served by the City of Banning

D) RATES

	Per Meter Per Month
Customer Charge	$ 3.00
Energy Charge	Per kWh
Baseline Service	
All kWh	$.1688
Low Income Qualified Baseline Service	
All kWh as described below	$.0972
Non-baseline Service (Winter)	
All kWh above baseline through 1,000	$.2190
All kWh above 1,000	$.2880
Non-baseline Service (Summer)	
All kWh above baseline through 1,500	$.2190
All kWh above 1,500	$.2880

Non-baseline service includes all kWh in excess of applicable baseline allowance as described below.

E) MINIMUM CHARGE

The Customer Charge plus the Energy Charge shall be subject to a minimum charge of $3.00 per billing cycle.

F) MINIMUM REQUIREMENTS

1. Meter: All services shall be through one meter.

2. Multiple Family Dwellings

   Whenever two or more individual family accommodations (in an apartment house, duplex, court, mobile home park, etc.) receive electric service from the Division through a master meter, the service shall be billed under this Schedule. The customer charge per month will be $3.00 multiplied by the number of individual dwelling units served. The baseline service allocation shall be 308 kWh per month multiplied by the number of individual dwelling units served, plus additional baseline kWh as specified below. In no case shall the base rate billing be less than the Minimum Charge.

3. Energy Surcharge

   The charges in the above rate are subject to California State Energy surcharge tax and shall be adjusted accordingly.

G) LOW INCOME SENIOR CITIZEN SERVICE

Upon application to the City, each eligible low-income senior citizen (62 years or older) residential customer shall pay a customer charge of $1.00 only. The customer shall notify the City when the conditions of the application are no longer valid.

H) LOW INCOME QUALIFIED BASELINE SERVICE

Upon application to the City, each approved low-income residential customer shall be placed on the Low Income Qualified Baseline rate as described below. The customer shall be required to recertify their eligibility on an annual basis. Failure to recertify will result in removal from the Low Income Qualified Baseline rate.

I) BASELINE SERVICE

All domestic customers on this schedule are entitled to an allocation of a baseline quantity of electricity that is necessary to supply the minimum energy needs of the average residential user. The total baseline allocation to a customer is the sum of all

applicable baseline quantities described in items 1 through 6 shown below. However, the Low Income Qualified Baseline rate will only be applied to items 1 and 2. If a Low Income Qualified customer is also eligible for items 3 through 6, any baseline allocation in excess of 1 and 2 will be charged at the regular Baseline Service rate:

	kWh Per Month
1. For basic standard residential use	308
2. For air conditioning use during June through September.	250
3. For life support devices	500
4. For all-electric residential heat use during November through March	498
5. For all-electric basic residential use (year around)	150
6. For residential water-well pump use (year around)	500

The all-electric residential heat allowance applies only to residences in which the sole source of heat consists of electric resistance heating. Upon application to the City, the account of each eligible customer shall be provided with the all-electric allocation, including heat use and the year around basic residential use to cover water heaters and cooking.

J) LIFE SUPPORT DEVICES

1. Medical Baseline Allocation: Upon application to the City, the account of each eligible residential customer will be provided a year-around Medical Baseline Allocation.

   a. Eligibility: For an account to be eligible for the standard Medical Baseline Allocation, the residential customer will provide certification as set forth in Paragraph E below to the City that:

      (1) Regular use in the customer's home of one or more medical life support devices is essential to maintain the life of a full-time resident of the household; and/or

      (2) A full-time resident of the household is a paraplegic, hemiplegic, quadriplegic, multiple sclerosis, or scherodemic patient.

   b. Life-support Devices

      The account of each eligible residential customer will be provided a standard Medical Baseline Allocation following certification acceptable to the City that a full-time resident of the household requires the regular use in the customer's home of one or more life-support devices.

Life-support devices means those devices or equipment which utilize mechanical or artificial means to sustain, restore, or supplement a vital function, or mechanical equipment which is relied upon for mobility both within and outside of buildings. Life-support devices or equipment include the following:

Aerosol Tent	Elcctrostatic Nebulizer
Compressor	Electric Nerve Stimulator
Iron Lung	Ultrasonic Nebulizer
Pressure Pump	Motorized Wheel Chair
IPPB Machine	Kidney Dialysis Machine
Suction Machine	Respirator (all types)

Oxygen Generator (Electrically Operated)

c. Paraplegic, Hemiplegic, Quadriplegic, Multiple Sclerosis or Scherodemic Patients

The account of each eligible residential customer, who provides certification that a full-time resident of the household is a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scherodemic patient or suffers from abnormality of centrally controlled body thermostat will be provided a standard Medical Baseline Allocation in consideration of special heating and/or cooling needs.

d. Hardship Cases

If the customer believes that the life-support device and/or a patient's space conditioning equipment (as set forth in Paragraph B and C above) requires more than 500 kWh per month to operate, the customer may apply for a higher allocation than the standard Medical Baseline Allocation. Upon receipt of such application, the City shall make a determination if any additional monthly baseline quantity is required to operate the device or equipment based on the nameplate rating and operating hours. The monthly amount of the Medical Baseline Allocation shall be increased to the number of kWh so determined.

e. Certification

The City may require the following Certification:

(1) The Customer shall have a medical doctor or osteopath licensed to practice medicine in the State of California provide the City with a certification letter, acceptable to the City. The letter shall describe in detail the type of life-support device(s) regularly required by the patient and the utilization requirements, and/or certify that the full-time resident is a paraplegic, hemiplegic, quadriplegic, multiple sclerosis, or scherodemic patient; or

(2) County, State, or Federal agencies, using an established notification letter to electric utilities, shall provide the City with information relative to a

patient who regularly requires the use of a life-support device in a customer's residence.

Within 15 days after acceptance of the above certification, the City will provide a Medical Baseline Allocation to the customer's account. The City may require a new or renewed application and/or certification when needed, in the opinion of the City.

f. Termination of Use

The Customer shall notify the City of termination of use of equipment or devices set forth above.

K) WATER WELL PUMPS

This allocation is for Banning Electric Utility customers that are not connected to the City's water distribution system, and have a water well onsite. Customers must request this designation, and an onsite inspection must be completed before the allocation is authorized.

CITY OF BANNING
Electric Division

SCHEDULE B

SMALL GENERAL SERVICE

A) APPLICABILITY

Applicable to service for all types of uses, including lighting, power and heating, alone or combined.

B) CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz single-phase, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 240 volts, or as may be specified by the Electric Division. When the energy use for this service exceeds 5,000 kWh per month, the City will install a demand meter. If the maximum demand exceeds 20.0 kW in any three months during the preceding 12 months, the service will be transferred to Schedule C.

C) TERRITORY

Within the area served by the City of Banning.

D) RATES

	Per Meter Per Month
Customer Charge	$ 9.00
Energy Charge (to be added to Customer charge)	
All kWh, per kWh	$.1958

E) MINIMUM CHARGE

The Customer Charge plus the Energy Charge shall be subject to a minimum charge of $9.00 per billing cycle.

F) SPECIAL CONDITIONS

1. Voltage: Voltage will be supplied at one standard voltage.

2. Billing Demand: Billing demand shall be the kilowatts of measured maximum demand, but no less than 50 percent of the highest demand established in the preceding eleven (11) months. Billing demand shall be determined to the nearest 1/10 kW.

3. Maximum Demand Measurement: In any month shall be the maximum average kilowatt input, indicated or recorded by instruments to be supplied by the Electric Division, during any 15 minute interval in the month. Where demands are intermittent or subject to violent fluctuations, a five minute interval may be used.

4. Temporary Discontinuance of Service: Where the use of energy is seasonal or intermittent, no adjustment will be made for a temporary discontinuance of service. Any customer prior to resuming service within twelve months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

5. X-Ray Installations: Where the utility installs standard transformer capacity requested by the customer to serve an x-ray installation, the customer charge will be increased by $1.00 per kva of transformer capacity requested.

6. Energy Surcharge: The charges in the above rate are subject to California State Energy surcharge tax and shall be adjusted accordingly.

CITY OF BANNING
Electric Division

SCHEDULE C

GENERAL AND INDUSTRIAL SERVICE

A) APPLICABILITY

Applicable to service for large general and industrial establishments. This schedule is limited to customers with demands below 500.0 kW. Customers with demands exceeding 500.0 kW must receive service under Schedule TOU.

B) CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. All customers will have a demand meter. If the Maximum Demand drops below 20.0 kW for 12 consecutive months, the customer will be transferred to Schedule B.

C) TERRITORY

Within the area served by the City of Banning.

D) RATES

	Per Meter Per Month Summer	Per Meter Per Month Winter
Customer Charge	$12.00	$12.00
Demand Charge (to be added to the Customer Charge)		
All kW of billing demand, per kW	$17.50	$ 11.95
Energy Charge (to be added to the Demand Charge)		
All kWh, per kWh	$.1692	$.1587

E) MINIMUM CHARGE

The monthly minimum charge shall be the Demand Charge.

F) SPECIAL CONDITIONS

1. Voltage: Voltage will be supplied at one standard voltage.

2. Billing Demand: Billing demand shall be the kilowatts of measured maximum demand, but no less than 50 percent of the highest demand established in the preceding eleven (11) months. Billing demand shall be determined to the nearest 1/10 kW.

3. Maximum Demand Measurement: The measured maximum demand in any month shall be the maximum average kilowatt input, indicated or recorded by instruments to be supplied by the Electric Division, during any 15 minute interval in the month. Where demands are intermittent or subject to violent fluctuations, a five minute interval may be used.

4. Temporary Discontinuance of Service: Where the use of energy is seasonal or intermittent, no adjustment will be made for a temporary discontinuance of service. Any customer prior to resuming service within twelve months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

5. X-Ray Installations: Where the utility installs standard transformer capacity requested by the customer to serve an x-ray installation, the customer charge will be increased by $1.00 per kva of transformer capacity requested.

6. Power Factor Adjustment: When the billing demand has exceeded 200.0 kW for three consecutive months, a kilovar hour meter will be installed as soon as practicable and thereafter until the billing demand has been less than 150 kW for twelve (12) consecutive months. The charges will be adjusted each month for the power factor as follows:

    a. Reactive Energy Charge (kvarh)

        The Reactive Energy Charge shall be based on the lagging kilovar-hours (kvarh) recorded during each Billing Period, dependent upon the Average Power Factor during the billing cycle. If reactive energy is unknown, or unmetered, due to a metering malfunction then the Reactive Energy Charge will be based upon the average kvarh used from a similar billing period.

b. Reactive Energy Charge Rate

Power Factor Range	Rate
0.99-1.00	$ -
0.95-0.98	$ 0.00088
0.90-0.94	$ 0.00167
0.80-0.89	$ 0.00509
0.70-0.79	$ 0.00853
0.60-0.69	$ 0.01185
0.00-0.59	$ 0.01293

7. Energy Surcharge: The charges in the above rate are subject to California State Energy surcharge tax and shall be adjusted accordingly.

CITY OF BANNING
Electric Division

SCHEDULE TOU

LARGE GENERAL AND INDUSTRIAL SERVICE

A) APPLICABILITY

Applicable to service for all types of uses, including lighting, power and heating, alone or in combination. This rate shall be mandatory for customers whose monthly demand exceeds 500.0 kW for any three months during the preceding 12 months. Any customer whose monthly maximum demand has fallen below 450.0 kW for 12 consecutive months may elect to take service on any other applicable schedule. This schedule is an option for customers whose monthly demands are between 200.0 kW and 499.9 kW; however, participation for one year in the rate is required.

B) CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division.

C) TERRITORY

Within the area served by the City of Banning.

D) RATES

Charges are calculated for customer billing using the components shown below:

	Per Meter Summer	Per Month Winter
Customer Charge	$340.00	$ 340.00
Demand Charge (to be added to Customer Charge)		
All kW of non-time related component, per kW	$ 8.50	$ 12.00
Plus all kW of on-peak billing demand, per kW	$ 18.08	N/A
Plus all kW of mid-peak billing demand, per kW	$ 4.88	$ 0.00
Plus all kW of off-peak billing demand, per kW	$ 0.00	$ 0.00

Energy Charge (to be added to the Customer and Demand Charges)

	Summer	Winter
All kWh of on-peak energy, per kWh	$.1298	N/A
Plus all kWh of mid-peak energy, per kWh	$.0960	$.1098
Plus all kWh of off-peak energy, per kWh	$.0698	$.0748

E) SPECIAL CONDITIONS

1. Time Periods: Time periods are defined as follows:

   On-Peak — Noon to 6:00 p.m. summer weekdays except holidays

   Mid-Peak — 7:00 a.m. to Noon and 6:00 p.m. to 11:00 p.m. summer weekdays except holidays. 7:00 a.m. to 11:00 p.m. winter weekdays except holidays.

   Off-Peak — All other hours

   Holidays are New Year's Day (January 1), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25).

2. Voltage: Voltage will be supplied at one standard voltage.

3. Maximum Demand: Maximum demands shall be established for on-peak, mid-peak, and off-peak periods. The maximum demand for each period shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the Electric Division, during any 15 minute interval, but (except for new customers or existing customers electing Contract Demand as defined in these Special Conditions) not less than the diversified resistance welder load computed. Where demands are intermittent or subject to violent fluctuations, a five minute interval may be used.

4. Billing demand: The Demand Charge shall include the following billing components. The Time Related Component shall be for the kilowatts of Maximum Demand recorded during the monthly billing period for each of the On-Peak, Mid-Peak, and Off-Peak time periods. The Non-Time Related Component shall be for the total kilowatts of demand recorded in the demand period with the highest Maximum Demand during the monthly billing period. Separate Demand Charges for the On-Peak, Mid-Peak, and Off-Peak time periods shall be established for each monthly billing period as applicable. The Demand Charge for each time period shall be based on the maximum demand for that time period occurring during the respective monthly billing period. The Maximum Demand shall be determined to the nearest 1/10 kW.

5. Contract Demand: A contract demand will be established by the City, based on the applicant's demand requirements for any customer newly requesting service on this schedule and for any customer of record on this schedule who requests an increase or decrease in transformer capacity.

   A contract demand arrangement is available upon request for all customers of record on this schedule. The contract demand will be used only for purposes of establishing the minimum demand charge for facilities required to provide service under the rate and will not be otherwise used for billing purposes.

   The contract demand is based upon the nominal kilovolt-amperes rating of the City's serving transformer(s) or the standard transformer size determined by the City as required to serve the customer's stated measurable kilowatt demand, whichever is less, and is expressed in kilowatts.

6. Minimum Demand Charge: Where a contract demand is established, the monthly minimum demand charge shall be $1.00 per kilowatt of contract, but not less than $500.00.

7. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at $1.00 per KVA per month.

8. Power Factor Adjustment: When the billing demand has exceeded 200.0 kW for three consecutive months, a kilovar hour meter will be installed as soon as practicable and thereafter until the billing demand has been less than 150 kW for twelve (12) consecutive months. The charges will be adjusted each month for the power factor as follows:

   a. Reactive Energy Charge (kvarh)

      The Reactive Energy Charge shall be based on the lagging kilovar-hours (kvarh) recorded during each Billing Period, dependent upon the Average Power Factor during the billing cycle. If reactive energy is unknown, or unmetered, due to a metering malfunction then the Reactive Energy Charge will be based upon the average kvarh used from a similar billing period.

b. Reactive Energy Charge Rate

Metered - per kvarh per Power Factor level below

Power Factor Range	Rate
0.99-1.00	$ -
0.95-0.98	$ 0.00088
0.90-0.94	$ 0.00167
0.80-0.89	$ 0.00509
0.70-0.79	$ 0.00853
0.60-0.69	$ 0.01185
0.00-0.59	$ 0.01293

9. Temporary Discontinuance Of Service: Where the use of energy is seasonal or intermittent, no adjustment will be made for a temporary discontinuance of service. Any customer prior to resuming service within twelve months after such service was discontinued will be required to pay all charges which would have been billed if service had not been discontinued.

10. Supplemental Visual Demand Meter: Subject to availability, and upon written application by the customer, the City will, within 180 days, supply and install a City owned supplemental visual demand meter. The customer shall provide the required space and associated wiring beyond the point of interconnection for such installation. Said supplemental visual demand meter shall be in parallel with the standard billing meter delineated in Special Condition 3 above. The reading measured or recorded by the supplemental visual demand meter are for customer information purposes only and shall not be used for billing purposes in lieu of meter readings established by the standard billing meter. If a meter having visual display capability is installed by the City as the standard billing meter, no additional metering will be installed pursuant to this Special Condition.

One of the following types of supplemental visual demand meters will be provided in accordance with provisions above at no cost to the customer: Dial Watt-meter, Recording Watt-meter, or Paper-Tape Printing Demand Meter.

If the customer desires a supplemental visual demand meter having features not available in any of the above listed meters, such as an electronic microprocessor-based meter, the City will provide such a supplemental visual demand meter subject to monthly charge, if the meter and its associated equipment have been approved for use by the City. Upon receipt from the customer of a written application the City will design the installation and will thereafter supply, install, and maintain the supplemental visual demand meter subject to all conditions

stated in the first and last paragraph of this Special Condition. For purposes of computing the monthly charge, any such supplemental visual demand meter and associated equipment shall be treated as Added Facilities. Added investment for computing the monthly charges shall be reduced by the City's estimated total installed cost at the customer location of the Paper-Tape Printing Demand Meter offered otherwise herein at no additional cost.

The City shall have sole access for purposes of maintenance and repair to any supplemental visual demand meter installed pursuant to this Special Condition and shall provide all required maintenance and repair. Periodic routine maintenance shall be provided at no additional cost to the customer. Such routine maintenance includes changing charts, inking pens, making periodic adjustments, lubricating moving parts and making minor repairs. Non-routine maintenance and major repairs or replacement shall be performed on an additional cost basis with the customer reimbursing the City for such cost.

11. Contracts: An initial three-year facilities contract may be required where an applicant requires new or added serving capacity exceeding 2,000 KVA.

12. Auxiliary/Emergency Generation Equipment: Auxiliary/ Emergency Generation Equipment is the customer-owned electrical generation equipment normally used for auxiliary, emergency, or standby electrical generation purpose Auxiliary/Emergency Generation Equipment may be used by a customer to serve that customer's load only during a Period of Interruption, an only when such loads are isolated from the City's system. Other than for Auxiliary/Emergency generation or service, all service under this rate schedule is applicable only for service supplied by the City.

13. Removal From Schedule: Customers receiving service under this schedule whose monthly Maximum Demand has registered below 450.0 kW for 12 consecutive months may be changed to another schedule.

14. Energy Surcharge: The charges in the above rate are subject to California State Energy surcharge tax and shall be adjusted accordingly.

CITY OF BANNING
Electric Division

SCHEDULE SLS

UNMETERED STREET LIGHTING SERVICE

A) APPLICABILITY

Applicable for unmetered lighting of public streets, highways and thorough-fares, including City owned and City operated public parks and parking lots which are opened to the general public.

B) TERRITORY

Within the area served by the City of Banning.

C) RATES

Customer Class	Monthly Charges
Residential (Rate A)	$2.00
Small Commercial (Rate B)	$2.80
Large General & Industrial (Rate C)	$4.45
Time-of-Use (Rate TOU)	$6.00
Lights on abutting property	$6.00

D) SPECIAL CONDITIONS:

The above charges shall be placed on applicable customers' City Utility bills.

CITY OF BANNING
Electric Division

SCHEDULE OLS

OUTDOOR LIGHTING SERVICE
(SECURITY)

A) APPLICABILITY

Applicable to all customers for outdoor area security lighting service furnished from dusk to dawn, supplied from existing overhead facilities. The Division will install, own operate and maintain the complete lighting installation, including customer owned support.

B) TERRITORY

Within the area served by the City of Banning.

C) RATES

		Per Lamp Per Month
(Fixture installed on existing support)		
100 Watt Sodium Vapor	(9,500 Lumen)	$ 14.29
150 Watt Mercury Vapor	(16,000 Lumen)	21.44
175 Watt Sodium Vapor	(7,000 Lumen)	25.01
200 Watt Sodium Vapor	(16,000 Lumen)	28.59
250 Watt Sodium Vapor	(25,000 Lumen)	35.73
400 Watt Mercury Vapor	(20,000 Lumen)	57.17

	Per Pole Per Month
Pole (Department owned wood pole installation)	
20' or 35' Wood Pole	$ 2.95

D) SPECIAL CONDITIONS

1. Voltage: Service under this schedule will be supplied at a single-phase voltage from the Electric Department's existing overhead lines.

2. Rates: The above lamp rates are applicable to Department-owned outdoor area lighting equipment mounted on existing Department owned poles or on customer owned supports acceptable to the Department.

3. Standard Equipment: Lighting equipment will consist of a Department standard overhead outdoor sodium vapor luminaries with photo electric switch, support and one overhead service drop not to exceed 100'.

4. Height: Mounting height of 175 watt lamp will be approximately 25 to 30 feet, and mounting height of 400 watt lamps will be approximately 30 feet.

5. Nonstandard Installation: A customer who requests more than one wood pole, or other than wood poles shall install the poles at the customer's expense. The standard sodium vapor luminaire will be provided and installed by the Department.

6. Lump Sum Payment: Customers who do not wish to pay monthly pole charge, may pay a non-refundable amount for the installation of standard wood pole or other pole as the customer desires. The pole will remain the property of the customer at termination of service.

7. Service Contract: A contract for a period of one year will be required for initial installation of facilities under this schedule, and will remain in effect from month to month thereafter subject to termination or cancellation under terms stated therein.

8. Maintenance: Lamp maintenance will be done during regular working hours as soon as reasonably possible after the customer has notified the Department of service failure. Monthly bills will not be adjusted because of a lamp outage.

9. Relocation of Poles: Relocation of an outdoor area lighting installation at the customer's request or because of government requirements will be made providing the customer pays the entire cost of such relocation.

10. Billing: Billing for an installation will be to only one account. Prorated billings to more than one account for a unit, or a combination of units will not be made. If the customer prefers to pay on an annual basis, payment shall be done and payable in advance.

11. All Night Service: The Department's dusk to dawn, all night service is based on a lighting period of approximately 4,380 hours per year.

12. Discontinuance of Service: If the customer discontinues service during the first three years of service, there will be a $100.00 charge to remove the service and equipment.

13. Location of Poles: Poles will be located in areas where they may be serviced by truck.

14. Waiver: Customer must execute a waiver in order to participate in this program.

CITY OF BANNING
Electric Division

SCHEDULE MS

MUNICIPAL SERVICE

A) APPLICABILITY

Applicable to City of Banning municipal service for all types of uses, including lighting, power and heating, alone or combined (excludes enterprise fund accounts).

B) CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz single-phase, three-phase, or a combination of single and three-phase served through one meter, at a standard voltage not to exceed 240 volts, or as may be specified by the Electric Division.

C) TERRITORY

Within the area served by the City of Banning.

D) RATES

	Per Meter Per Month
Customer Charge	n/a
Energy Charge (to be added to Customer charge)	
All kWh, per kWh	$.0923

E) MINIMUM CHARGE

Municipal services are not assessed a minimum charge.

F) SPECIAL CONDITIONS

1. Voltage: will be supplied at one standard voltage.
2. Energy Surcharge: The charges in the above rate are subject to California State Energy surcharge tax and shall be adjusted accordingly.

CITY OF BANNING
Electric Division

SCHEDULE EV

ELECTRIC VEHICLE PUBLIC CHARGING

A) APPLICABILITY

Applicable to the charging of electric vehicles at City-owned public charging stations within the City of Banning.

B) CHARACTER OF SERVICE

Alternating current with regulated frequency of 60 hertz single-phase, three-phase, or a combination of single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division.

C) TERRITORY

Within the area served by the City of Banning.

D) RATES

	Per kWh
Residents of Banning	$.1688
Non-Residents	$.2880

E) MINIMUM CHARGE

Electric vehicle public charging is not assessed a minimum charge.

F) SPECIAL CONDITIONS

1. Voltage: will be supplied at one standard voltage.
2. Energy Surcharge: The charges in the above rate are subject to California State Energy surcharge tax and may be adjusted accordingly.

CITY COUNCIL AGENDA

Date: **December 8, 2015**

TO: **City Council**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution No. 2015-106, "Approving a Fiscal Year 2016-2017 Community Development Block Grant Program Project"**

RECOMMENDATION: Resolution No. 2015-106, "Approving a Fiscal Year 2016-2017 Community Development Block Grant Program Project," and authorize staff to submit said application to the Riverside County Economic Development Agency.

JUSTIFICATION: The approval of this resolution is necessary in order to obtain and utilize federal grant funds available through the Community Development Block Grant ("CDBG") Fiscal Year 2016-2017 program.

BACKGROUND: The City of Banning, through the Riverside County Economic Development Agency ("EDA"), has been submitting various projects annually for funding under the CDBG program. Notifications of application availability were mailed directly to non-profit organizations by the Public Works Department on September 3, 2015. Furthermore, in September, press releases were published in the Record Gazette and on the City's website in addition to social media notifications. City Departments were also informed of the opportunity. A copy of the press release is attached as Exhibit "A".

As part of the CDBG guidelines, the proposed projects/activities must meet the following criteria:

1. The project or activity must primarily benefit the low and moderate-income community.

2. The project or activity must aid in the prevention or elimination of slums and blight areas.

3. The project or activity must be designed to meet the Community's development needs and have a particular urgency.

In response to the 2016-2017 grant cycle, three applications for service-related projects were submitted by non-profit organizations. In addition, the City submitted one application to the EDA for a City project. The summary of requests are attached hereto as Exhibit "B".

As set forth in the guidelines for utilization of the CDBG funding, the City Council may allocate a portion of the funding, up to 14% of the City's allocation, to service oriented non-profit agencies although an allocation for public services projects is not required.

On November 17, 2016, a CDBG AD-HOC committee met with the applicants, discussed the applications and as a result recommends that all CDBG allocations for the City be allocated toward the City Project, benefitting the community as a whole.

The City 2016-2017 application and project represents a request for funding renovations at the Community/Senior Center including new gym flooring; ADA restroom and doorway improvements; remodel of restrooms; replacement of interior and exterior doors; replacement of cabinetry in meeting rooms; new lighting and paint throughout the facilities.

FISCAL DATA: The estimated funding under the CDBG Fiscal Year 2016-2017 program is approximately $200,000.00. Upon approval of the City Council, the City project will be submitted to the EDA for review and consideration. It is anticipated that final funding approval will be provided to the City by September of 2016.

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

APPROVED BY:

Michael Rock
City Manager

Attachments:

1.) Exhibit A- Press Release
2.) Exhibit B- Application Summary

RESOLUTION NO. 2015-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A FISCAL YEAR 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROJECT

WHEREAS, the City of Banning has been submitting applications for projects/activities under the Community Development Block Grant ("CDBG") program to the Riverside County Economic Development Agency ("EDA")annually; and

WHEREAS, during the month of September, notifications of application availability were provided to non-profit organizations and City Departments by the Publics Works Department which included direct mailings and press releases (attached as Exhibit "A"); and

WHEREAS, on October 13, 2015 at its regular meeting, the City Council appointed an AD-HOC committee to review the applications and on November 17, 2015 the applications were provided to the committee for review and recommendations as shown as Exhibit "B"; and

WHEREAS, the CDBG AD-HOC committee met with the applicants, discussed the applications and as a result recommends that all CDBG allocations for the City be allocated toward the City Project, benefitting the community as a whole; and

WHEREAS, the project submitted herein meets the CDBG program guidelines and/or requirements; and

WHEREAS, it is necessary that the project be approved by the City Council through resolution in order for the City and its residents to obtain and utilize the federally funded CDBG grant funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTTION 1. The Banning City Council adopts Resolution No. 2015-106, approving the project submitted for funding under the Community Development Block Grant programs for Fiscal Year 2016-2017.

SECTTION 2. Staff is authorized to submit one City Project Fiscal Year 2016-2017 Community Development Block Grant program application to Riverside Economic Development Agency for approval by their Board.

PASSED, ADOPTED AND APPROVED this 8th day of December, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

_____
Marie A. Calderon, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-106, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of December, 2015.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Marie A. Calderon, City Clerk
City of Banning, California

EXHIBIT "A"

PRESS RELEASE

EDA

CITY OF BANNING
PRESS RELEASE

September 3, 2015

FOR IMMEDIATE RELEASE

SUBJECT: Applications available for Community Development Block Grants

The City of Banning is accepting applications for the Community Development Block Grant Program, for Fiscal Year 2016-2017.

The U.S. Department of Housing and Urban Development (HUD), through Riverside County Economic Development (EDA) administers the CDBG funding. The funding will allow the community the opportunity to provide services within the City of Banning.

Eligible public services include but are not limited to:

- Healthcare
- Job training
- Childcare
- Services for the homeless
- Recreation programs
- Services for seniors
- public safety services

Applications are available online only at the EDA website: https://riversidecoeda.cgweb.org/login.php. Upon close of the online application system, the County will forward copies of all applications to the City. The City will then be responsible to view and evaluate each application for eligibility and other factors, then present to the City Council for final approval considerations.

Applications must be submitted electronically and are due by **October 30, 2015 no later than 5:00 p.m.**

Please contact the City of Banning, Engineering Division at (951) 922-3130 with any questions.

EXHIBIT "B"
CDBG APPLICATION SUMMARY REQUEST

PUBLIC SERVICE RELATED PROJECTS
FISCAL YEAR 2016-2017

	Non-Profit Organization	Application No.	Program Description	Requested Amount	AD-HOC Recommendation
1.	Alternatives to Domestic Violence	16-170020	Offset salary and benefit expenses associated with it outreach services program	$5,000.00	$0
2.	Habitat for Humanity San Gorgonio Pass Area	16-170025	Offset program costs, supplies, program salaries, and material and labor for various low income homeowner repair projects	$250,000.00	$0
3.	Boys and Girls Club of the San Gorgonio Pass	16-170054	Offset staff salaries, supplies and program trips	$30,000.00	$0
	Total			$285,000.00	$0

CITY PROJECT
FISCAL YEAR 2016-2017

	Non-Profit Organization	Application No.	Program Description	Requested Amount	AD-HOC Recommendation
1.	City of Banning	16-170010	Renovations at the Community/Senior Center including new gym flooring; ADA restroom and doorway improvements; remodel of restrooms; replacement of interior and exterior doors; replacement of cabinetry in meeting rooms; new lighting and paint throughout the facilities.	$200,000.00	$200,000.00
	Total			$200,000.00	$200,000.00

CITY COUNCIL MEETING

DATE: **December 8, 2015**

TO: **City Council**

FROM: **Alex Diaz, Chief of Police**

SUBJECT: **Resolution No. 2015-108, "Approving a Legal Representation Services Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C. for Pitchess Motions and legal advice on incidents involving "Use of Force."**

RECOMMENDATION: The City Council adopt Resolution No. 2015-108:

I. Approving a Legal Representation Services Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C., a Professional Corporation, in an amount not-to-exceed $8,000 for the remainder of Fiscal Year 2015/2016 and in an amount not-to-exceed $16,000 of Fiscal Year 2016/2017 with the option to renew for three (3) additional single year periods.

II. Authorizing the City Manager to execute the Legal Representation Services Agreement with the Law Offices of Ferguson, Praet, & Sherman, A.P.C., for the remainder of Fiscal Year 2015/2016 and Fiscal Year 2016/2017 with the option to renew for three (3) additional single year periods.

JUSTIFICATION: Approval of the Legal Representation Services Agreement will assist the Banning Police Department in addressing the need to have legal representation when Pitchess Motions are filed against department employees and when legal advice is needed for incidents involving the "Use of Force" by department members.

BACKGROUND: On September 24, 2015 staff solicited proposals from qualified law firms to provide Legal Representation Services for the Banning Police Department.

The scope of work for these services includes providing legal representation for Pitchess Motion Hearings and legal advice on incidents involving "Use of Force" by members of the Banning Police Department, which are identified in the Request for Proposals ("RFP"), attached as Exhibit "A."

Banning Police Department staff advertised the RFP on October 2, 2015 in the Press Enterprise, attached as Exhibit "B" and on the City's website. In addition, notifications of the opportunity were sent to several law firms. In response to these efforts, the Banning Police Department received twelve (12) proposals from the following law firms, attached as Exhibit "C":

Law Firms

1) **Aleshire & Wynder, LLP**
2) **Mayers/Nave**
3) **Silver & Wright, LLP**
4) **Libert Cassidy Whitmore**
5) **Hurrell Cantrall, LLP**
6) **Jones & Mayer**
7) **Richards Watson Gershon A.P.C.**
8) **Ferguson, Praet & Sherman A.P.C.**
9) **Best Best & Krieger**
10) **Wagner & Pelayes, LLP**
11) **Manning & Kass, Ellrod, Ramirez, Trester, LLP**
12) **Alvarez-Glasman & Colvin**

See Exhibit "D" for individual fee proposals and the combined average review score for each of the listed law firms.

As a result of the RFP process, staff respectfully requests a contract award to the Law Offices of Ferguson, Praet & Sherman, A.P.C. in an amount not-to-exceed $8,000 for the remainder of Fiscal Year 2015/2016 and an amount not-to-exceed $16,000 during Fiscal Year 2016/2017 with the option to renew for three (3) additional single years upon satisfactory annual review of provided services. Each contract renewal shall be brought forth to City Council for final approval and shall be for an annual amount not-to-exceed $16,000.

FISCAL DATA: Funding is presently available for this service in the Police Department's Professional Services Account. Subsequently, no additional funding is required. It should be noted, payments for this service are only required when work is completed on a Pitchess Motion or "Use of Force" incident. No retention fee is required.

RECOMMENDED BY:

Alex Diaz
Chief of Police

REVIEWED/APPROVED BY:

Michael Rock
City Manager

Attachments:
1. Exhibit "A": RFP
2. Exhibit "B": Advertisement
3. Exhibit "C": Proposals
4. Exhibit "D": Fee Proposals & Combined Review Scores

RESOLUTION NO. 2015-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A LEGAL REPRESENTATION SERVICES AGREEMENT FOR PITCHESS MOTION HEARINGS AND LEGAL ADVICE ON INCIDENTS INVOLVING "USE OF FORCE" BY MEMBERS OF THE BANNING POLICE DEPARTMENT WITH THE LAW OFFICES OF FERGUSON, PRAET, AND SHERMAN, A.C.P.

WHEREAS, on September 24, 2015 staff solicited proposals from qualified law firms to provide legal services for the Banning Police Department; and

WHEREAS, the scope of work for these services includes legal representation for Pitchess Motion Hearings and legal advice on incidents involving "Use of Force" by Members of the Banning Police Department, as identified in the Request for Proposal; and

WHEREAS, Banning Police Department staff advertised the RFP on October 2, 2015 in the Press Enterprise and provided notification on the City's website, as well as, sent notifications to law firms and the Banning Police Department received twelve (12) proposals; and

WHEREAS, staff recommends the award of a Legal Representation Services Agreement to the Law Offices of Ferguson, Praet & Sherman, A.C.P. in the amount not-to-exceed $8,000.00 for the remainder of Fiscal Year 2015/2016 and an amount not-to-exceed $16,000 for Fiscal Year 2016/2017 with the option to renew for three (3) additional single years upon satisfactory annual review of provided services; and

WHEREAS, the Law Offices of Ferguson, Praet & Sherman, A.C.P. currently provides legal representation services for the Banning Police Department and has successfully met requirements; and

WHEREAS, funding is available in the Professional Services Account of the Police Department for Fiscal Year 2015/2016 in amount not-to-exceed $8,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Council adopts Resolution No. 2015-108 approving a Legal Representation Services Agreement with the Law Offices of Ferguson, Praet & Sherman, A.P.C. in an amount not-to-exceed $8,000.00 for the remainder of Fiscal Year 2015/2016 and an amount not-to-exceed $16,000 during Fiscal Year 2016/2017 with the option to renew for three (3) additional single year periods in which City Council will have final approval of each additional single year period.

SECTION 2. The City Manager is authorized to execute the Legal Representation Services Agreement with the Law Offices of Ferguson, Praet & Sherman, A.P.C.

PASSED, ADOPTED AND APPROVED this 8th day of December, 2015.

Deborah Franklin, Mayor
City of Banning

ATTEST:

Marie A. Calderon,
City Clerk of the City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, City Attorney
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-108, was duly adopted by the City Council of the City of Banning, California, at a Regular Meeting thereof held on the 8th day of December, 2015, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Marie A. Calderon,
City Clerk of the City of Banning

Exhibit "A"

Request for Proposals (RFP)
Legal Representation for Pitchess Motion Hearings and Legal Advice on Incidents Involving the "Use of Force" for the Banning Police Department

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City of Banning
99 E. Ramsey Street
PO Box 998
Banning, CA 92220
Main: (951) 922-3105

Banning Police Department
125 E. Ramsey Street
PO Box 1177
Banning, CA 92220
Main: (951) 922-3170

REQUEST FOR PROPOSALS (RFP)

CONSULTANT/FIRM TO PROVIDE LEGAL REPRESENATION FOR PITCHESS MOTION HEARINGS AND LEGAL ADVICE ON INCIDENTS INVOLVING "USE OF FORCE" BY MEMBERS OF THE BANNING POLICE DEPARTMENT



City of Banning Police Department
Contact: Phil Holder, Lieutenant
PHONE: (951) 849-1097
EMAIL: lholder@ci.banning.ca.us

SEPTEMBER 24, 2015

ALL PROPOSALS MUST BE RECEIVED IN THE CITY CLERK'S OFFICE NO LATER THAN 4:00 P.M. MONDAY, OCTOBER 26, 2015 (NO POSTMARKS)

BANNING CITY HALL - OFFICE OF THE CITY CLERK
99 E. RAMSEY STREET
BANNING, CA 92220
(951) 922-3105

REQUEST FOR PROPOSALS (RFP)

CONSULTANT/FIRM TO PROVIDE
LEGAL REPRESENATION FOR PITCHESS MOTION HEARINGS
AND LEGAL ADVICE ON INCIDENTS INVOLVING "USE OF FORCE"
BY MEMBERS OF THE BANNING POLICE DEPARTMENT

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INTRODUCTION

REQUEST SUMMARY

The City of Banning is soliciting proposals from qualified legal firms with no less than Five (5) years of experience of providing professional legal representation related to Pitchess Motion Hearings and Legal advice pertaining to Incidents involving "Use of Force" by law enforcement officers working for a California public safety agency. The scope of services, required content and the selection process are further described in the Request for Proposals (RFP). The selected firm will provide the requested services under the direction of the Chief of Police or his designee.

PLEASE NOTE: All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. Please answer the questions in the format and order presented. (Submissions of individual resumes alone will not be considered responsive to any specific question).

Using the required proposal format, beginning on Page 6, please describe your firm's qualifications for providing professional legal services. Include in your response:

a) Clearly describe your firm's range of experience with California law as it relates to public law enforcement agencies.

b) Please describe your firm's experience in legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" by law enforcement members.

c) The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, including but not limited to:

- Name of individual(s) with resumes;
- Length of employment with firm;
- Specialization;
- Legal training;
- Scholastic honors and professional affiliations;
- Date of admittance to California Bar (to include copies of all applicable documentation, both past and present);
- Years of practice;
- Municipal or other local public sector experience;
- Knowledge of, and experience with California Municipal Law;
- Years and statement of other types of clientele represented;
- Litigation experience and track record;
- If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.

d) Specify the individual you propose for appointment and reasons for recommendation.

e) Specify the individual(s), if any, you would propose to be designated as competent, substitute/backup legal representation for the Banning Police Department, in the event of the absence or unavailability of the recommended individual listed above.

f) Describe your preference for method of payment and your procedure for billing.

g) Describe the computer resources currently utilized within your office. It will be a requirement that Counsel utilize Microsoft Word for Windows word-processing for all correspondence.

h) The City of Banning will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate professional liability insurance, errors and omissions insurance, and worker's compensation insurance coverage as needed. Describe how you would provide proof of the same.

Such coverage must be provided by an insurance company(ies) authorized to do business in the State of California. Certificates must name the City of Banning as an Additional Insured and shall provide that contractor's policy is primary over any insurance carried by the City of Banning and that the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the City of Banning. The successful firm must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of Banning, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Prior to commencement of any work, these and other provisions will be established contractually.

BACKGROUND INFORMATION

The City of Banning, incorporated in 1913, covers approximately 23.2 square miles located in the San Gorgonio Pass area of Riverside County, approximately 30 miles east of the cities of San Bernardino and Riverside. The 2014 U.S. Census Bureau American Community Survey recorded a population of 30,325 for the City of Banning.

RFP TIME SCHEDULE (TENTATIVE)

Implementation of the bid process shall proceed as follows:

- RFP Issue Date ..... Thurs., September 24, 2015
- Inquiry Deadline ..... Wed., October 7, 2015
- **Proposals Due/Closing Date ..... Mon., October 26, 2015**
- Staff Evaluation/Final Selection ..... Mon., November 2, 2015
- Contract Implementation ..... Tues., November 10, 2015
- Notice to Proceed (Tentative) ..... Wed., December 2, 2015

The City reserves the right to makes changes to the above schedule.

INQUIRIES

Bidders must carefully examine this RFP and any addenda that may be proposed on the City's website (www.ci.banning.ca.us) prior to submission of their proposal. Bidders must seek clarification of any ambiguity, conflict, omission, or other error in the RFP in writing prior to submission of their proposal. If an answer materially affects the RFP, the information will be incorporated into an addendum and distributed to all bidders via the City's website; no other contact shall be made by the City to bidders regarding addenda to this RFP. It shall be the consultant's sole responsibility to check the City's website to determine if any addenda may have been posted prior to the proposal due date.

SUBMITTAL INSTRUCTIONS

The proposal title, Consultants name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Wednesday, October 19, 2015 at 4:00 p.m. Proposals submitted after that time shall not be considered. All questions regarding the scope of work shall be submitted to Lieutenant Phil Holder at the address above or via e-mail at pholder@ci.banning.ca.us

Please submit five (5) original bound hard copies along with one (1) unbound copy; and one (1) CD (PDF and Microsoft Word) in a sealed envelope. Qualification packages are to be submitted inside an envelope marked on the outside as follows:

PROPOSAL IN RESPONSE TO:
THE CITY OF BANNING POLICE DEPARTMENT
RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS
AND LEGAL ADVICE PERTAINING TO
SITUATIONS INVOLVING "USE OF FORCE"

ALL PROPOSALS MUST BE RECEIVED
NO LATER THAN 4:00 P.M. ON MONDAY, OCTOBER 26, 2015

IN THE OFFICE OF THE CITY CLERK, CITY OF BANNING
BANNING CITY HALL, OFFICE OF THE CITY CLERK
99 E. RAMSEY STREET, BANNING, CA 92220

REQUIRED PROPOSAL FORMAT

The proposal package should be limited to 35 single sided pages (not counting the table of contents, cover letter or dividers). In order to maintain uniformity with all proposals submitted, it is required that the Consultant's proposal include the minimum information below:

1. Cover Letter – A brief cover letter signed by the highest firm executive with authority to bind the company in contractual services. The cover letter must summarize key points of the firm's qualifications and key individuals involved with the firm with regard to the scope of the work requested by the City.

2. Brief Company Profile – General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization, disciplines and staffing. Describe the general qualifications of the firm. Please Note: Include copies of business licenses, professional certifications or other credentials together with evidence that bidder, if a corporation, is in good standing and qualified to practice law in the State of California.

3. Organization and Staffing – Provide information showing all proposed staff assignments and sub-consultants including their relationships with the proposed work. Identify the contract officer and/or attorney who will be the day-to-day contact. Provide resumes for all applicable personnel and their qualifications with regard to the requested service in this RFP. Provide an organizational chart depicting the relationship between the firm members.

   Relevant Services and Reference – List recently performed and similar services that are being requested in this RFP. Indicate the past performances and abilities of the proposed team. Provide the name of a contact person who was the primary contract for the municipality in which the relevant work was performed. The City will contact any of the listed references at any time to make any other reasonable investigation into the Consultant's background and experience.

4. Proposed Fee Schedule – Provide a statement of the proposed fee and hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up of reimbursable expenses. Please note that the City will not reimburse for mileage in the performance of work. One (1) set in a separate sealed envelope.

   Proposals shall be printed on 8 ½" X 11" paper, single sided in a 10 point Arial font and be limited to 35 pages excluding the cover letter, resumes and any appended information.

   References

   Give at least three (3) references for projects of similar size and scope, including at least three (3) references for projects completed during the past five years. Include the name and organization, a brief summary of the work, the cost of the project and the name and telephone number of a responsible contact person.

SELECTION CRITERIA

Proposals will be reviewed by City staff. The proposal will be rated/ranked according to the following criteria:

- Cost
- Proposed Personnel – The experience and qualifications of the proposed personnel and the firm on similar services. The availability of proposed personnel and overall firm capabilities to meet additional needs of the City. Proven experience of principle personnel for specific positions.
- Project Approach – The proposed approach and services that the firm is capable of providing and how the firm's approach meets the needs of the City.

- Project Controls – The firm's ability to control costs and provide accurate and timely invoices; to monitor and stay within budget; to monitor schedule and review times and the techniques used to complete services within the proposed time frames.
- Client References – Provide at least three (3) current references. The references should identify the client, a contact name and telephone number, a description of services provided. The City also reserves the right to contact the clients that terminated contracts with the firm as listed in the firm's submittal.
- Ability to comply with City's standard Contract Services Agreement.
- Award will be in accordance with the provisions of the Banning Municipal Code. The proposals may be reviewed individually by staff members; and, may be reviewed through an ad hoc committee to assist in the selection process. The finalists may be requested to provide the CITY with a presentation and/or oral interview. The ad hoc committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making a recommendation to the City Council.

  The City reserves the right to:

  - Reject any and all proposals at its discretion
  - Cancel the entire RFP
  - Waive any minor errors or informalities in any Proposals, to the extent permitted by law
  - Conduct oral interviews
  - Negotiate with one or more consultants
  - Require a best and final offer from one or more consultants
  - Issue an amended RFP to ensure compatibility of the Proposal for comparison

The successful firm may be invited to interview and enter into a Contract Services Agreement with the City.

SCOPE OF WORK

The scope of services includes legal services on an as needed basis to include **Legal representation for Pitchess Motion Hearings and Legal advice on incidents Involving "Use of Force"**, as specified below:

- Provide legal representation for Pitchess Motion hearings; and
- Legal advice on incidents involving "Use of Force" by member(s) of the Banning Police Department.
- To provide legal services and report in writing the findings to the Chief of Police or his designee; and
- To provide weekly status updates given verbally to the Chief of Police, or his designee.
- To provide any information to the news media regarding any legal services the Consultant conducts on behalf of the City.

  It is the responsibility of the Proposer to meet with staff to become familiar with the City's needs. It is the City's expectation that all items identified in this RFP will be addressed.

CONTRACT ADMINISTRATION AND COORDINATION

Kick-off Meeting

Upon receipt of a written Notice to Proceed from the City of Banning Police Department, Consultant shall coordinate a meeting with the Banning Police Department to review the scope of services, develop a schedule, and confirm deliverables. The schedule shall include each task and subtasks.

Coordination

It is the responsibility of the Consultant to coordinate any interactions that may need to occur with various outside agencies throughout the provided services.

Reporting Schedule

Consultant shall provide status reports to the Chief of Police, or his designee, on a bi-monthly basis during periods when legal representation is being provided.

CONTRACT REQUIREMENTS AND SUBMITTALS

The Contract may be presented to Council for approval. Please provide a copy of the attached City agreement (**Exhibit "A"**) to your legal team and insurance provider, if you are selected for Final Evaluation. This will expedite the process. A purchase order will not be granted until the contract is signed and all insurance requirements are satisfied.

The City is currently considering awarding a contract for the term of December 2, 2015 through June 30, 2017, with the ability to extend the agreement for up to an additional two (2) years. City Council may amend the term at its discretion.

AWARD CRITERIA

General Provision – The award of contract(s) shall be at the sole discretion of the City. It is the intent to make an award to one (1) Bidder for all items, although the City reserves the right to make multiple awards depending on the needs and best interests of the City. The City may accept or reject any and all proposals in whole or in part any may waive informalities in the process. The contents of the proposal of the selected Bidder will become the basis for a contractual obligation when the award is made.

Professional Services – Award will be made to the most qualified Bidder whose proposal is determined to be the most advantageous to the City at a reasonable price.

TERMS AND CONDITIONS

i. Applicable Laws – The laws of the State of California will govern the contract. The applicable law for any legal dispute arising out of the contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning this type of commodity/service.

ii. Equal Employment Opportunity – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.

iii. Conflict of Interest – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Banning may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible proposer and preventing him from bidding.

iv. Independent Contractor Status – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an "independent contractor" and not as an agent or employee of the City of Banning.

v. Default of Contractor/Consultant – The City of Banning shall hold the Bidder responsible for any damage that may be sustained because of the failure or neglect of the Bidder to comply with any term or condition listed herein.

vi. Permits and Licenses – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business including a Banning Business License.

vii. Appropriation of Funds – If the terms of this agreement extend into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the City of Banning City Council. If funds to effect such continued payment are not appropriated, the Bidder agrees to terminate any goods or service supplied to the City under this agreement.

viii. Assignment – The Bidder, shall under no circumstances, assign any contract issued as a result of this proposal by any means whatsoever, or any part thereof to another party without express written permission of the City of Banning.

ix. Award of Contract – Award of any contract arising from any proposal submitted as a result of this RFP may require approval by the City of Banning City Council as prescribed by City Ordinance and Codes. All awards require a City of Banning Purchase Order prior to work or delivery. If, after award of contract, consultant provides additional terms or conditions, the award shall be considered VOID.

x. Signed Submission of Proposals – The submission of proposals must be signed in longhand by the Bidder with his/her usual signature. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the person signing; submission of proposals by corporations must be signed with legal name of the corporation of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

xi. Addendum to the RFP – If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be posted on the City's website (see "Bid Submittal Instructions"). All addenda issued during the time of bidding will be incorporated into any resulting contract.

xii. Late Submission of Proposal – Any submission of proposals received after the due date and time specified in this RFP will not be considered.

xiii. Withdrawal of Submission of Proposals - Any Bidder may withdraw his/her submission of proposals, either verbally, or by written correspondence, email or facsimile request at any time prior to the time set for the proposals opening, provided that written confirmation of any electronic (facsimile/email) withdrawal of the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the Bidder in preparing his/her

submission of proposals confers no right of withdrawal of his/her submission after such submission has been opened.

xiv. Rejection of Submission of Proposals – The RFP does not commit the City of Banning to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal that contains items not specified, items that are incorrect, that does not complete all the items scheduled, or does not respond to items in the manner specified in this RFP, and proposals received by telephone or facsimile, may be considered non responsible and may be rejected on these basis at the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed closing date may be considered non-responsive and may be rejected.

xv. Non-acceptable of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City of Banning, or that no proposal was deemed acceptable.

xvi. Public Information – After the date specified for opening of the RFP, all materials received relative to general service proposals becomes public information and are available for inspection. Professional service proposals become public upon aware of the contract. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

xvii. Bidder's Cost to Develop Proposal – Cost for developing proposals in response to this RFP are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City of Banning.

xviii. News Releases – The Bidder shall not make news releases pertaining to an award resulting from proposals made in response to the RFP without the prior written approval of the City of Banning Administrative Services Director. In addition, the successful Bidder must agree not to release any advertising copy mentioning the City of Banning or quoting the opinion of any City employee without written approval by the City of Banning Administrative Services Director.

xix. Right to Negotiate Proposals – The City of Banning reserves the right to negotiate any price or any provision, accept any part, or all parts of any and all proposals as deemed in the best interest of the City and the taxpaying public. Bidders are encouraged to submit their best prices in the proposal as negotiations may only occur with the lowest responsible bidder for general services. For professional services, fee may be negotiated with the most qualified bidder.

CONSULTANT COMPENATION

Selected Consultant will be asked to provide specific scope and "not to exceed fixed budget/fee" prior to the issuance of the notice to proceed.

CITY DISCLAIMER

The City reserves the right to reject any or the entire Proposal, to waive any informality in any Qualification, and to select the Proposal that best meets the needs of the City. The City also reserves the right to reduce or revise elements of the scope of services, or to amend or modify the contractual requirements, or to negotiate with any qualified consultant.

No representation is made that any contract will be awarded pursuant to this RFP. In no way shall a contract be viewed as an exclusive contract in any way. The City reserves the right to retain additional compensation as necessary to satisfy the needs of the City. All costs incurred in preparation of the proposal, in the submissions of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposed firm. Information submitted to the City in response to this RFP will become property of the City of Banning and will not be returned. The "technical" portion of the Proposal will be considered public information.

Questions regarding this RFP should be directed to:

Phil Holder, Lieutenant
Banning Police Department
125 E. Ramsey Street
PO Box 1177
Banning, CA 92220
Phone: (951) 849-1097
Email: lholder@ci.banning.ca.us

EXHIBIT "A"

Sample Contract Services Agreement

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF BANNING

and

_____

SAMPLE

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BANNING AND

_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ____ day of _____, 2015 by and between the City of Banning, a municipal corporation ("City") and _____, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties"). Consultant

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars ($_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to

Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.10. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under

this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

In addition, Consultant agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of

articles to be supplied by Consultant under this Agreement, and of which the Consultant is not the patentee or assignee or has not the lawful right to sell the same.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any

right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of ___Not Applicable____ ($_0.00_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to

this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any

State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 E. RAMSEY ST, BANNING, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

_____

Dean Martin, Interim City Manager

ATTEST:

_____

Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Lona N. Laymon, City Attorney

CONSULTANT:

_____

_____

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

_____

_____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services:**

A. Legal representation for Pitchess Motion hearings

B. Legal advice on incidents involving "Use of Force" by law enforcement officers working for a California public safety agency.

II. **As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

A. Project Proposal. Contractor shall prepare a written description of the "Scope of the work to be conducted," to include the estimated cost to perform the Project (the "Project Budget"), and an estimate as to when the Project will likely be completed. Collectively, this will be referred to as the "Project Proposal." With the approval of the Contract Officer (a person authorized to represent the City, i.e.: Police Chief, Directors of other respective City Departments or the City Manager).

B. Project Approval. The Contract Officer shall in writing approve, modify or reject the Project Proposal, and may issue a Notice to Proceed.

C. Performance of the Project. Without written authorization of the Contract Officer, the Project shall be performed at a cost not to exceed the Project Budget. This is not to say that the Project will be completed within the proposed Project budget, but rather to clarify that no work will be performed that exceeds the Project Budget absent advance written approval.

D. Completion of Project. Contractor shall complete the Project and deliver all Project deliverables to the Contract Officer by the Project Completion Date unless circumstances beyond the control of the Contractor make this not feasible and more time is required to complete the Project.

III. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant shall provide the Contract Officer with bi-weekly verbal reports regarding the status of the Pitchess motion (during times of representation); and**

IV. **All relevant documents pertaining to the outcome of the Pitchess motion shall be submitted to the Contract Officer following the court's ruling on the matter.**

V. **All work product is subject to review and acceptanee by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

VI. **Consultant will utilize the following personnel to accomplish the Services:**

A. **<insert personnel>**

B. Authorized subconsultants of the Consultant are subject to the approval of the Contract Officer.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

1.8 Prevailing Wages – not applicable.

5.1 Insurance Coverages: (b) Deleted in entirety.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall perform the following tasks at the following rates:**

		RATE	TIME	SUB-BUDGET
A.	Pitchcss Motion Services	_____	_____	_____
B.	Legal Advice on "Use of Force Incidents"	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. **A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

III. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

IV. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. **The total compensation for the Services shall not exceed $_____ as provided in Section 2.1 of this Agreement.**

VI. **The Consultant's billing rates for all personnel are attaehed as Exhibit C-1.**

EXHIBIT "C-1"

CONSULTANT'S BILLING RATES FOR ALL PERSONNEL

INFORMATION TO BE PROVIDED BY CONSULTANT

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Contractor will provide a written proposal within one week of the city's request for services, unless otherwise agreed to by the Contract Officer.**

A. Legal Representation Services: Generally complete within 60 days of commencement unless (i) urgent matter requiring completion in such shorter period as agreed to with the Contract Officer, or (ii) due to the complexity of the matter, and/or availability of witnesses, employees and their representatives and work schedules, a longer period is agreed to by the parties.

II. **Notwithstanding the foregoing, the parties may agree in writing to a time period to perform each investigation.**

III. **Contractor shall deliver the following tangible work products to the City by the following dates:**

A. Legal representation for Pitchess Motion hearings. Open Date
B. Legal advice on incidents involving "Use of Force" by law enforcement offices working for California public safety agency.

Exhibit "B"

Press Enterprise
October 2, 2015 Notification of Availability

Bid Number:	PD-2015-0001
Bid Title:	RFP - Pitchess Motion Representation and Use of Force Legal Advice
Category:	Professional Services
Status:	Open

Description:

The City of Banning is soliciting proposals from qualified legal firms with no less than Five (5) years of experience of providing professional legal representation related to Pitchess Motion Hearings and Legal advice pertaining to Incidents involving "Use of Force" by law enforcement officers working for a California public safety agency. The scope of services, required content and the selection process are further described in the Request for Proposals (RFP). The selected firm will provide the requested services under the direction of the Chief of Police or his designee.

Publication Date/Time:

9/24/2015 12:00 AM

Closing Date/Time:

10/26/2015 4:00 PM

Submittal Information:

City of Banning, Office of the City Clerk, 99 East Ramsey Street, Banning, CA 92220

Contact Person:

Phil Holder, Lieutenant
Phone (951) 849-1067
Email: Lholder@ci.banning.ca.us

Download Available:

Yes

Business Hours:

Monday-Friday, 8AM-5PM

Qualifications:

See Attached

Related Documents:

RFP - Pitchess Motion Representation and Use of Force Legal Advice

Return To Main Bid Postings Page

The enclosed RFP can be found on the City's website at: http://www.ci.banning.ca.us/bids.aspx?bidID=48 www.ci.banning.ca.us

Exhibit "C"

Proposals

Aleshire & Wynder, LLP
Mayers/Nave
Silver & Wright, LLP
Libert Cassidy Whitmore
Hurrell Cantrall, LLP
Jones & Mayer
Richards Watson Gershon A.P.C.
Ferguson, Praet & Sherman A.P.C.
Best Best & Krieger
Wagner & Pelayes, LLP
Manning & Kass, Ellrod, Ramirez, Trester, LLP
Alvarez-Glasman & Colvin

SUMMARY OF REQUEST FOR PROPOSAL
CITY OF BANNING

DESCRIPTION: RFP FOR PITCHESS MOTION REPRESENTATION AND USE OF FORCE LEGAL ADVICE PROFESSIONAL SERVICES
DUE BY: 10/26/15 at 4:00 p.m.

NAME OF BIDDER (COMPANY):	ADDRESS:	NAME:	DATE RECEIVED:	
Aleshire & Wynder LLP	2361 Rosecrans Ave., Ste. 475 El Segundo, CA	Glen E. Tucker, Partner	10/26/15	
Mayers/Nave	707 Wilshire Blvd., 24th Fl. Los Angeles, CA	David W. Skinner, Managing Principal & Pres.	10/26/15	
Silver & Wright LLP	3350 Shelby St., Ste. 250 Ontario, CA	Curtis R. Wright, Partner	10/26/15	
Liebert Cassidy Whitmore	6033 W. Century Blvd., 5th Fl. Los Angeles, CA	J. Scott Tiedemann, Pres./ Managing Partner	10/26/15	
Hurrell Cantrall LLP	700 S. Flower St., Ste. 900 Los Angeles, CA	Thomas C. Hurrell, Managing Partner		
Jones & Mayer	3777 North Harbor Blvd. Fullerton, CA	Richard D. Jones, Attorney at Law	10/26/15	
Richards Watson Gershon	355 S. Grand Ave., 40th Fl. Los Angeles, CA	Kayser O. Sume, Chairman, Board of Directors	10/26/15	
Ferguson, Praet & Sherman	1631 East 18th Street Santa Ana, CA	Steven A. Sherman, Attorney at Law	10/26/15	
Best Best & Krieger	3390 University Ave., 5th Fl. Riverside, CA	Jeffrey S. Ballinger, Partner	10/26/15	
Wagner & Pelayes	1325 Spruce St., Ste. 200 Riverside, CA	Dennis E. Wagner, Attorney	10/26/15	
Manning & Kass Ellrod, Ramirez, Trester LLP	801 s. Figueroa St. 15th Fl. @ 801 Tower Los Angeles, CA	Eugene P. Ramirez, Esq.	10/26/15	
Alvarez-Glasman & Covin	6795 Washington Street, Bldg. D, Ste. R. Yountville, CA	Andrew L. Jared, Partner	10/26/15	

BY: Marie A. Calderon, City Clerk

ALESHIRE & WYNDER LLP
ATTORNEYS AT LAW

PROPOSAL IN RESPONSE TO:

THE CITY OF BANNING POLICE DEPARTMENT RFP – LEGAL REPRESENTATION FOR PITCHESS MOTIONS AND LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE"

October 26, 2015

Prepared by Aleshire & Wynder, LLP
Glen E. Tucker
Nour A. Rizvi
Gina Kim

ALESHIRE & WYNDER LLP
ATTORNEYS AT LAW

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

gtucker@awattorneys.com
(310) 527-6666

2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245
P (310) 527.6660
F (310) 532.7395

AWATTORNEYS.COM

October 23, 2015

Office of the City Clerk
CITY OF BANNING
99 E. Ramsey Street
Banning, CA 92220

Re: Proposal for City Prosecutor Services to the City of Carson

Dear Lieutenant Holder:

On behalf of Aleshire & Wynder, LLP ("A&W"), we are pleased to provide the City of Banning Police Department (the "City") with the following Proposal to provide legal representation for Pitchess Motion hearings and incidents involving use of force. We know you are familiar with our Firm. Nonetheless, our Proposal is formatted to provide the information necessary to further inform you and the public of our experience and knowledge in public agency representation in addition to police matters. This proposal and fees/costs proposed shall remain valid for a period of one year.

We have had extensive experience in litigation police excessive force cases in communities as diverse as Cypress, Palm Springs, Inglewood, Oxnard, Signal Hill, and Bell. We currently handle Pitchess and Brady Motions, as well as Police Records Subpoenas and Public Records Act Request for the cities of Signal Hill, Rialto, Bell, Lompoc, Morro Bay, Irwindale and Cypress.

It is the firm's practice to engage in active consultation and education of police staff on subjects ranging from risk management of excessive force to police record control.

As Lead Attorney we are proposing Partner Glen E. Tucker. Mr. Tucker has been a practicing attorney for 43 years and is a partner with Aleshire & Wynder. Please refer to the body of our Proposal for more details about Mr. Tucker. The attorneys assisting Mr. Tucker will be Nour Rizvi and Gina Chung. Both of these attorney have had extensive experience litigating Pitchess Motions and protecting confidential police records.

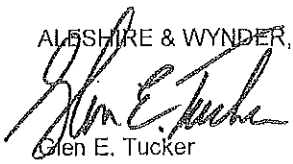
We formed A&W in early 2003 to be a full-service municipal law firm with 10 attorneys. Since then we have grown to over 40 attorneys in four offices (Orange County, Los Angeles, Riverside and Fresno). Some 97% of our practice is representing public agencies, primarily cities, so we can offer you by contract a capability exceeding that of the legal departments of all but the largest cities in the State. Our senior members have continuously represented cities in Southern California for over 25 years. The Firm's attorneys have enjoyed long-term relationships with our city clients, some dating back to the 1970s. In fact, the best testimony to our qualifications is that our attorneys have represented the 20 cities in which we serve as City Attorney for a cumulative period of over 170 years.

We hope our work in Banning during the last few years can be our testimonial and that we can be of service to the City on its police needs. We take pride in our service to Banning and firmly believe that the fact that we are your City Attorneys, draft your resolutions and ordinances and understand your communities needs and issues will be of great assistance in providing service to the police department.

We look forward to addressing all the questions you may have concerning our Proposal.

Very truly yours,

ALESHIRE & WYNDER, LLP



Glen E. Tucker
Partner

GET:lmy

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PROPOSED FEE SCHEDULE (UNDER SEPARATE COVER)

I. COMPANY PROFILE

A. NUMBER OF EMPLOYEES

Attorneys: 42
Law Clerks: 4
Paralegals: 4
Administration & Staff: 28

TOTAL : 78

B. OFFICE LOCATIONS

Main Office
Aleshire &Wynder, LLP
18881 Von Karman Avenue
#1700
Irvine, CA 92612

Los Angeles
2361 Rosecrans Avenue, #475
El Segundo, CA 90245

Inland Empire
3880 Lemon Street, #520
Riverside, CA 92501

Central Valley
2125 Kern Street, #307
Fresno, CA 93721

C. YEARS IN BUSINESS

Twelve (January 2003)

D. PHILOSOPHY OF THE FIRM - WHY YOU SHOULD HIRE US

We exist to provide the highest possible quality of legal services to public agencies at a reasonable cost. We have invested a great deal of thought and energy into carrying out that very simple-sounding statement, as we hope you will see below and throughout this Proposal.

A number of our attorneys have over 20 or even 30 years of public service, and collectively our attorneys have worked for a majority of the major municipal law firms in Southern California. Individually and collectively, we love public service. We enjoy the complexity and variety of issues, including unique areas of law such as land use, constitutional, employment, and environmental law. We also enjoy the dynamic of the political process and working with elected officials and professional staff who are similarly motivated to serve the public. Above all, we have a deep appreciation for democratic values and processes at the local level.

In our years with other firms we came to conclude that none of them had the same vision we did concerning how to provide legal services to municipalities at a reasonable cost. We found that some small law firms had only one or two experienced practitioners without a group of specialists who were able to handle the wide variety of their clients' legal needs. We also found that the larger firms had high quality personnel and excellent specialists, but their increasing cost structures forced them to push their rates up to unsustainable levels, or to represent private developer clients whose interests were adverse to cities.

At A&W we have been successful in balancing these issues. We have established a clear set of goals. We carefully seek out and hire high quality attorneys who enjoy what we do. And with a great appreciation that our clients are stewards of public tax dollars, we pay careful attention to the economics of our practice so that we can provide excellent services at a reasonable cost.

We have even found that our approach can be superior to an in-house operation where specialized services are contracted out. We have priced our services so that our general services are price-competitive with in-house services, and due to volume, we can price our specialized services below what most outside firms charge for such services. Thus, we have replaced in-house operations, reduced overall legal costs and increased accountability.

E. MISSION STATEMENT

Our mission is to deliver to our clients the following (our seven critical values):

1. *Expertise*: We are public law specialists, and our expertise encompasses virtually all areas of law that may be presented to a public agency. For example, we have handled all the legal affairs for full-service cities with their own police and fire departments, their own risk management and code enforcement, and with an airport, convention center, wastewater treatment plant, cogeneration plant, and 36-hole golf course facilities.

2. *Accountability*: Accountability means not only achieving a good result, but doing so at a reasonable cost to the client. A case or transaction must be evaluated early. The determination must be made if a litigation matter is winnable and at what cost. If a lawsuit must be settled, then it should be settled early. If the client determines to "litigate," then we accept responsibility to make sure our advice is clear and strategies are cost effective. Our clients have rarely been surprised by the outcome of a lawsuit or outcome of a negotiation, either by the results or the cost. In short, accountability requires management.

3. *Cost Control*: Cost control requires clear mechanisms for receiving and reporting on assignments, supervising the attorney work to prevent excessive time, using paralegals on appropriate assignments, and cost recovery from developers whenever possible. Another even more important measure is preventive counseling: identifying issues which need to be remedied before they turn into litigation, and handling disputes so they are resolved early and by informal means.

4. *Focus and Timeliness*: We are not a large bureaucracy. Our attorneys enjoy a collaborative working relationship with each other and with the clients of the Firm. Each client is vital to us; we focus on their needs and no one gets "lost in the shuffle." We believe that, as a medium size law firm, we can offer focus in lieu of bureaucracy, timeliness rather than delay, and a consistent "team" of known attorneys rather than just a group of researchers.

5. *Creativity*: Focus makes us results-oriented. We view our legal services to be a part of a problem-solving team. As members of that team, it is our obligation to be creative and help find winning solutions, not simply give reasons why something can't be done.

6. *Integrity and Impartiality*: As participants in the democratic process and as "officers of the court," we play a critical role in protecting the integrity of governmental decision making. In many ways city/agency counsel acts as "umpire." The attorney must remain independent, while at the same time being sensitive to the political process but not controlled by it. The attorney must also make sure that the organization's procedures are fair for all.

7. *Commitment*: We are passionate about the practice of public law, and committed to working as a member of the management team that assists elected and appointed officials in meeting the needs of each community. To demonstrate our commitment to our public clients, we do not represent private clients in litigation against municipalities. We have no divided loyalty.

Our commitment to the City organization is demonstrated by our ability to function as a part of the City team. This is done by being responsive to staff deadlines, being creative and helpful, by anticipating difficulties and problems and being a "counselor," by not being defensive and seeking to shift blame, by being honest and demonstrating integrity. Our commitment to community is shown by taking an interest in the community, by being a participant in events and activities. We believe commitment, in all its varied forms, to be the most critical element of our success.

II. ORGANIZATION AND STAFFING

A. INTRODUCTION TO THE TEAM

The team we recommend consists of the following attorneys:

Lead Police Counsel ..... Glen E. Tucker
Assistant Police Counsel ..... Nour A. Rizvi
Assistant Police Counsel ..... Gina Chung

All of the foregoing attorneys, and indeed all of the attorneys at the Firm, are properly licensed to practice law in California. This team of public law professionals combines over 100 years of experience and expertise in virtually every facet of municipal and redevelopment law. None of the attorneys has ever had a malpractice claim or been subject to a State Bar complaint.

We propose a team approach to providing the City's prosecutor services. The City Prosecutor will be fully involved in all matters but an assistant is also delegated to be principally involved so that the client can always get a prompt definitive opinion. There are also specialists in areas such as personnel and conflicts of interest who can directly address issues. Moreover, the information requested by the RFQ is detailed in the Table of Attorney Qualifications attached hereto as Exhibit A. We also have specialists in CEQA, condemnation, telecommunications, and other areas which are shown in the Summary of Qualifications in section IV below. We believe our "team" approach will assure the City that Aleshire & Wynder can provide the full array of legal services that you may require.

B. STATEMENT OF NO COMPLAINTS OR MALPRACTICE

Neither Aleshire & Wynder nor any of its attorneys has ever been sued by anyone for malpractice, been the subject to a State Bar complaint, or had discipline imposed by the State Bar. This record demonstrates our strong ethics and positive client relationships.

GLEN E. TUCKER

Glen E. Tucker is a Partner in the Firm. His practice includes counseling, advising, and training various police departments and their officials on such varying subjects as police policy development, police policy field application, and departmental training of officers and police administrators in litigation avoidance and police defense strategies. He is an experienced litigator of such issues as excessive force, false arrest or imprisonment, federal civil rights litigation, and police search and seizure issues. Mr. Tucker is a 1966 graduate of Loyola Marymount University and has served on the Loyola Marymount alumni board. He received his J.D. from Southwestern University of Law School in 1972 and is admitted to practice before the California Supreme Court, the United States District Courts, the Ninth Circuit Court of Appeals, and the United States Supreme Court.

Mr. Tucker began his legal career working on personal injury and medical malpractice defense cases, occasionally representing cities. During this period, he argued the California Supreme Court case of *Davidson v. City of Westminster* (1982) 32 Cal. 3d 197, in which the High Court defined the issue of "duty" in a negligence context as well as the extent and effect of various statutory and common law tort immunities.

In 1981, Mr. Tucker joined the firm of Clausen, Harris and Campbell in Los Angeles. Since then, Mr. Tucker's primary practice area focus has been on the defense of public entities, particularly police officers and their departments, in civil rights litigation. Since 1981, Mr. Tucker has served as special litigation counsel for the City of Palm Springs Risk Management Department, litigating police cases and general liability matters.

PRACTICE AREAS

- Litigation
- Public Safety
- Risk Management & Torts

EDUCATION

- Southwestern University Law School JD 1972
- Loyola Marymount University BA 1966

ADMISSIONS

- State Bar of California
- United States Supreme Court
- US Court of Appeals, 9th Circuit
- US District Court, Central, CA

AFFILIATIONS

- Arbitrator, LA & Riverside Superior Court
- Hearing Officer, Newport Beach
- Judge Pro-Tem, LA Superior Court
- LA County Bar Assoc
- Manhattan Beach Little League President
- Manhattan Beach Zoning Commission
- P.O.S.T. Certified Instructor

Mr. Tucker's practice includes the composition of police policy manuals and the analysis of existing manuals for his client police departments. This function is then illustrated and presented in roll-call sessions with police officers and police administrators.

Mr. Tucker handles cases as a board-approved litigation counsel for the California Joint Powers Insurance Authority (CJPIA) and Public Entity Risk Management Authority (PERMA). He has represented the cities of Inglewood, Signal Hill, Lawndale, Banning, Palm Springs, Long Beach, Newport Beach, Fountain Valley, Bell Gardens, and Inglewood School District.

Mr. Tucker was trial and appellate counsel on the case of *Craig Teter v. City of Newport Beach*, (2003) 30 Cal. 4th 446. In that case the California Supreme Court clarified that a person arrested for public intoxication is a prisoner for the purpose of Government Code Immunities and that there is no liability for damages sustained by a prisoner as a consequence of conditions that are common to all inmates and represent reasonable application of policy determinations by jail or prison authorities.

Mr. Tucker holds a California Secondary Life Teaching Credential. He has been an instructor in law at El Camino Community College. He has lectured extensively in the areas of Risk Management and Excessive Force in search and seizure issues. He is a P.O.S.T. certified instructor in those areas. He is also on the faculty of Lorman Education Services lecturing on Police Risk Management issues.

NOUR A. RIZVI

Nour Al-Hashimi is an associate specializing in litigation for code enforcement and law enforcement matters. Prior to joining the Firm, Nour served as an Administrative Hearing Officer where she presided over hearings in a neutral forum for citizens of San Diego, as well as visitors, contesting California Vehicle Code and San Diego Municipal Code violations. As a Hearing Officer, Nour gained valuable legal skills by interviewing live witnesses, weighing witness credibility, assigning weight to elicited evidence, and making final dispositive written decisions given the facts and law in a particular case.

Prior to law school, Nour developed a strong interest in public agencies while working for the City of Irvine, California, for over three years. Nour served as the "Chief of Staff" for the Mayor Pro Tem of the City, where she was exposed to the many complexities of municipal government.

Ms. Al-Hashimi received her B.A., with Honors in Political Science, from the University of California, Irvine, where she majored in Political Science and received a minor in Business Management. She received her J.D. from the University of San Diego, School of Law. Nour worked as a summer clerk with the Firm, and continued her employment while pursuing her law degree.

PRACTICE AREAS

- Code Enforcement
- Litigation
- Public Agency Organization
- Risk Management & Torts

PUBLIC OFFICES

Assistant City Attorney:
- City of Perris

City Prosecutor:
- City of Lawndale
- City of Hesperia
- City of Perris

Banning

EDUCATION

- University of San Diego
  JD 2012
- University of CA, Irvine
  BA 2007
  Honors Political Science

ADMISSIONS

- State Bar of California
- US Court of Appeals, 9th Circuit
- US District Court, Central, CA

AFFILIATIONS

- Los Angeles County Bar Association
- American Bar Association

GINA CHUNG

Gina J. Chung is an associate with the Firm and focuses her practice on land use and zoning, code enforcement, risk management and torts and litigation. Ms. Chung is also experienced in the transactional field, assisting public entities with a variety of contracts, ordinances, resolutions and regulations.

Ms. Chung has served as Deputy City Attorney for various cities. In that capacity, Ms. Chung attendes planning commission meetings and provides advice on the Brown Act, conflict of interest laws and disclosure of public records. Ms. Chung also serves as Deputy City Prosecutor for several cities. As a city prosecutor, Ms. Chung is a legal advisor to the code enforcement officials and provides a wide range of services, including evaluating cases, negotiating settlements and prosecuting code enforcement cases in court. Ms. Chung also assists in handling risk management and police matters. She has experience in both State and Federal courts.

Prior to joining the Firm, Ms. Chung's practice focused on public and private mergers and acquisitions and general corporate counsel work.

Ms. Chung obtained her law degree from the University of Minnesota Law School, cum laude. She served on the Minnesota Law Review as a Submissions Editor, and externed for the Honorable John R. Tunheim, United States District Court for the District of Minnesota. Prior to attending law school, Ms. Chung obtained her Bachelor of Arts degree in Sociology from UCLA, cum laude.

PRACTICE AREAS

- Code Enforcement
- Contracts & Public Works
- Labor & Employment
- Land Use & Zoning
- Litigation
- Risk Management & Torts

PUBLIC OFFICES

Assistant Town Attorney:
- ??

City Prosecutor:
- ??

EDUCATION

- Univ. Minnesota Law School JD 2007, *cum laude*
- Univ. California, Los Angeles BA 2001, *cum laude*

ADMISSIONS

- State Bar of California
- US District Court, Central, CA

AFFILIATIONS

- LA County Bar Association

III. QUALIFICATIONS – LAW ENFORCEMENT

A. OUR EXPERIENCE IN THE PRACTICE OF PUBLIC LAW & POLICE DEFENSE

Aleshire & Wynder has the vision of being a leading firm in Southern California in the area of public law. The partners and associates of the Firm have, for over three decades, specialized in providing legal services to public agencies, particularly municipalities, located primarily in Southern California.

We currently represent 13 cities as City Attorney (Lawndale, Signal Hill, Cypress, Irwindale, Perris, Carson, Hesperia, Bellflower, Baldwin Park, Lompoc, Bell, Yucca Valley, and Rancho Palos Verdes) which our attorneys have represented in aggregate for over 100 years (an average of almost 10 years per city). We handle all code enforcement matters in our 11 cities. We also represent the housing authorities in these cities. We represent over 40 different public agencies as general and special counsel, including cities, police departments, housing authorities, water agencies, special districts, financing entities, joint powers authorities, and other public agencies.

Our public law practice includes the entire range of legal matters encountered in the representation of public agencies and private individuals and companies involved with public agency matters. We have been able to handle all police and civil rights cases for cities with police departments; and insurance defense, including law enforcement and police officer matters; federal and state Civil Rights statutes, the First Amendment, the Fourth Amendment and other constitutional provisions; and similar matters, which impact directly police departments and their risk management exposures.

B. POLICE PRACTICE

Our public entity clients often become involved in various administrative hearings and civil litigation disputes, as both plaintiffs and defendants. This litigation encompasses the full range of a government's responsibilities -- compliance with the Brown Act, Public Records Act and conflict of interest laws, civil rights litigation, tort litigation, land use disputes, CEQA litigation, code enforcement.

The Firm's attorneys have both the experience and expertise in all aspects of federal and state civil, administrative, and code enforcement litigation practices and procedures to effectively, and successfully, represent public entities. We have represented public entity clients in administrative hearings, mediations, arbitrations, civil litigation and appeals involving all of the substantive areas of the law necessary to protect the interests of, and zealously defend, the communities we represent.

The firm has had extensive experience litigating excessive force cases in State and Federal Court. We have the capacity to rapidly respond to Pitchess and Brady Motions with highly experienced lawyers. We work with police staff to control the confidentiality of police records, including processing Public Record Act requests and subpoenas.

We actively work in the continuing education of staff in the areas of record control, excessive force and risk management. We have provided programs ranging from POST certified courses to roll call training. It is our practice to keep our departments up to date on relevant case law, and developments that impact police work.

Three attorneys would be assigned to this work to assure continuity of service, and familiarity with the needs of the Department.

IV. REFERENCES

REFERENCES	
Anthony Miranda, Chief of Police City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 (626) 430-2234 amiranda@ci.irwindale.ca.us	Gary Jeandron, Former Chief of Police City of Palm Springs 43585 Monterey Ave., Suite 4 Palm Desert, California 92826 (760) 345-8300; gary@alldesertcounseling.com
Douglas Willmore, City Manager City of Rancho Palos Verdes 30940 Hawthorne Boulevard Rancho Palos Verdes, CA 90275 (310) 544-5207 dwillmore@rpvca.gov	Deborah Holland City of Lawndale 14717 Burin Ave. Lawndale, CA 90260 (310) 973-3220 DHolland@lawndalecity.org
Clara Miramontes City of Perris 101 N. D Street Perris, CA 92570 (951) 943-5003 cmiramontes@cityofperris.org	Steven Jaramillo City of Rialto 150 S. Palm Avenue Rialto, CA 92376 (909) 820-8027 sjaramillo@railtoca.gov
Shane Stuekle Town of Yucca Valley 57090 Twentynine Palms Highway Yucca Valley, CA 92284 (760) 369-7207 sstueckle@yucca-valley.org	

Additional References Available Upon Request

BUSINESS TAX CERTIFICATE

CITY OF BANNING

The issuance of this Business Tax Certificate does not allow you to occupy the building. Do not occupy the building until you receive a "Certificate of Occupancy" from the city.

BUSINESS NAME: Aleshire & Wynder, LLP

BUSINESS LOCATION: 18881 Von Karman Ave #1700
Irvine, CA 92612

BUSINESS OWNER: David Aleshire
William Wynder

ALESHIRE & WYNDER, LLP
18881 VON KARMAN AVE #1700
IRVINE, CA 92612

RATE: Professionals

DESCRIPTION: Law Firm

Account Number: 021274
Effective Date: October 01, 2015
Expiration Date: September 30, 2016

By: Pam DiSpain
Business License Officer

NOT VALID UNLESS SIGNED BY CITY OF BANNING BUSINESS LICENSE OFFICER.

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

ALESH-1 OP ID: SJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ahern Insurance Brokerage 9655 Granite Ridge Dr., #500 San Diego, CA 92123 Kelley L. Milks, CIC CRM RPLU	CONTACT NAME: Kelley L. Milks, CIC CRM RPLU PHONE (A/C, No, Ext): 858-571-9030 FAX (A/C, No): 858-571-9010 E-MAIL ADDRESS: kmilks@aherninsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Vigilant Insurance Company — 20397
INSURED Alesshire & Wynder, LLP 18881 Von Karman Ave, 17th Flr Irvine, CA 92612	INSURER B : Federal Insurance Company — 20281
	INSURER C : Preferred Employers Ins. Co. — 10900
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			3560-03-75 WCE	01/31/2015	01/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	X EBL - $1,000,000						MED EXP (Any one person)	$	10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$	2,000,000
	OTHER						PRODUCTS - COMP/OP AGG	$	INCLUDED
							Emp Ben.	$	1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO ALL OWNED AUTOS X HIRED AUTOS			7499-63-45	01/31/2015	01/31/2016	BODILY INJURY (Per person)	$	
	SCHEDULED AUTOS X NON-OWNED AUTOS						BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			7982-56-96	01/31/2015	01/31/2016	EACH OCCURRENCE	$	3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	3,000,000
	DED X RETENTION $ 0							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) VIN N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WKN149728-3	05/06/2015	05/06/2016	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	CLAIMS MADE LAWYERS PROF LIAB			MGN 7660851/01/2015	05/15/2015	05/15/2016	Per Claim		5,000,000
							Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
*******PROOF OF INSURANCE*****	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 1. Aleshire & Wynder, LLP				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	6	60	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	7	70	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	7	35	Interview PD Comment For Pitchess
			TOTAL		

GENERAL NOTES:

493

NAME: Alex Diaz TITLE: Chief DATE: 11.6.15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM: ALESHIRE & WYNDER, LLP

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	9	90	REPUTABLE FIRM THAT HAS BACKGROUND OF PROVIDING QUALITY LEGAL REPRESENTATION
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	8	* 125 120	QUALIFIED ATTORNEYS TO HANDLE LEGAL SERVICES REQUESTED.
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	9	90	MED SIZED FIRM WHICH ALLOWS FOR FOCUS AND TIMELINESS RATHER THAN BUREAUCRACY & DELAY.
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	8	40	GOOD REFERENCES FROM CROSS SECTION OF DIFFERENT SIZED AGENCIES.
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: Lt. DATE: 11-4-15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 1. Aleshire & Wynder, LLP				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	6		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	10		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	5		NO MENTION OF ASSIGNED TEAM
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6		
			TOTAL		

GENERAL NOTES:

NAME: [signature] West TITLE: Sergeant DATE: 10/26/15

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CITY OF BANNING

PROPOSAL IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE"

meyers | nave
A Commitment to Public Law

BLAKE LOEBS, PRINCIPAL

bloebs@meyersnave.com
510-808-2042
www.meyersnave.com

OCTOBER 26, 2015

707 Wilshire Blvd., 24th Floor
Los Angeles, California 90017
tel (213) 626-2906
fax (213) 626-0215
www.meyersnave.com

David W. Skinner
Managing Principal
dskinner@meyersnave.com

meyers | nave

October 23, 2015

City of Banning
99 E. Ramsey Street
Banning, CA 92220

Re: PROPOSAL IN RESPONSE TO: THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS AND LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE"

Meyers Nave is pleased to submit the enclosed proposal to provide advice to the City of Banning Police Department. As managing principal of the firm, I am authorized to contractually bind the business entity.

Public agency law has been the core focus of Meyers Nave's practice since it was founded in 1986. We have grown to more than 70 attorneys, serving as general and special counsel to over 300 counties, cities, towns and special districts, which we serve from six offices around the state of California. Our attorneys practice in more than 15 areas of public law, including peace officer defense, environmental law, eminent domain and inverse condemnation, public contracts, labor and employment, and public finance.

Our attorneys have been recognized by the *Daily Journal*—California's largest daily legal news publication—as "Top Municipal Lawyers," "Top Women Lawyers," "Land Use Leaders," "Top 20 Under 40," "Top Labor and Employment Lawyers," and "Top 100 Lawyers in California." American Lawyer's West Coast publication, *The Recorder*, chose our firm as one of Northern California's "Top 10 Leading Environmental Law Practices," recognizing Meyers Nave as a "household name among government entities."

Law360 selected our firm as one California's Powerhouses for 2014: 'Meyers Nave's ability to get large projects completed, secure major litigation wins and resolve crises landed the six-office firm a spot among Law360's California Powerhouses."

Meyers Nave's Peace Officer Defense/Civil Rights group is a powerful advocate for law enforcement agencies and officers. We routinely defend peace officers in federal and state court against a wide variety of claims, including claims involving officer involved shootings, wrongful death, excessive force, false arrest, illegal entry, officer negligence and

Monell liability. We also routinely provide advice to law enforcement agencies regarding their policies and training.

Our proposed team for advising the City of Banning consists of principal and team leader Blake Loebs and associate Lillian Yoo. As the primary contact, Blake can be reached at bloebs@meyersnave.com or directly at 510-808-2042.

We have chosen Blake Loebs to advise the City of Banning because he is one of the most successful peace officer defense attorneys in California. Blake joined Meyers Nave in 2015 after serving 22 years as a Deputy City Attorney for the City and County of San Francisco. As Chief of Civil Rights Litigation for nine years, Blake supervised a 22-member trial team and served as first chair in over 25 civil jury trials, defending the City and County of San Francisco from civil suits involving officer-involved shootings, allegations of police misconduct, and catastrophic personal injuries.

Lillian Yoo has been in practice for nearly eight years, joining Meyers Nave in 2013. For law enforcement clients, Lillian has investigated and defended claims of excessive force, battery, sexual assault, negligence and other allegations of professional misconduct on behalf of various law enforcement agencies, including officers with the Los Angeles Police Department, San Leandro Police Department, and Petaluma Police Department. Lillian began her career at the Los Angeles County District Attorney's Office, participating in the prosecution of dozens of felony matters and assisting with the prosecution of serious crimes in the Hardcore Gang Unit.

Our team looks forward to the opportunity to meet with you and discuss how our firm can bring added value and assurance to the City of Banning and its Police Department.

Very truly yours,

David W. Skinner
Managing Principal and President

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"Guide to Defending Against Excessive Force Claims" – Blake Loebs

City of Los Angeles Business License

State Bar of California professional certifications

Insurance certificate

Resumes

Proposed Fee Schedule

Firm Overview

Meyers Nave Riback Silver & Wilson ("Meyers Nave") is a professional law corporation incorporated in California. The firm was founded in 1986 and has over 150 employees statewide, including more than 70 attorneys.

Our attorneys practice in more than 15 areas of public law, including peace officer defense, environmental law, eminent domain and inverse condemnation, public contracts, labor and employment, and public finance. We serve hundreds of public agencies and private clients throughout California, from the following six offices.

Oakland (main office)
555 12th Street, Suite 1500
Oakland, California 94607
510.808.2000 | fax 510.444.1108

Los Angeles
707 Wilshire Blvd., 24th Floor
Los Angeles, California 90071
213.626.2906 | fax 213.626.0215

San Diego
402 West Broadway, Suite 400
San Diego, California 92101
619.595.3178

Sacramento
555 Capitol Mall, Suite 1200
Sacramento, California 95814
916.556.1531 | fax 916.556.1516

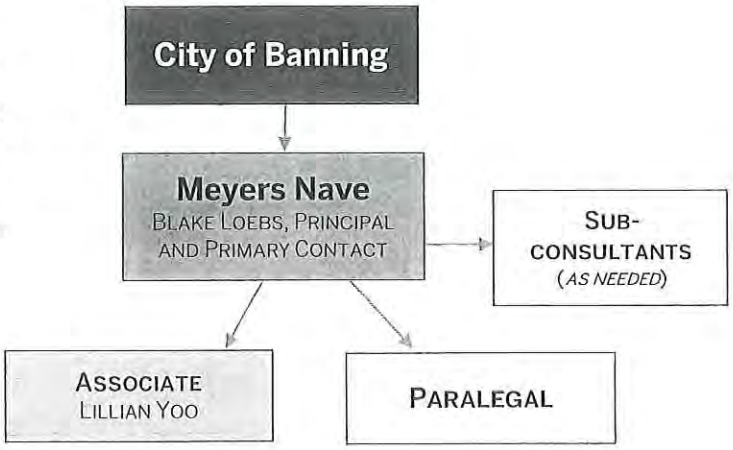
San Francisco
575 Market Street, Suite 2600
San Francisco, California 94105
415.421.3711 | fax 415.421.3767

Santa Rosa
555 Fifth Street, Suite 320
Santa Rosa, California 95401
707.545.8009 | fax 707.545.6617

A copy of our San Diego business license is attached, along with screen captures showing the current Bar membership of our proposed attorneys for the City of Banning.

Organization and Staffing

Meyers Nave principal Blake Loebs will serve as the day-to-day contact with the City of Banning for "use of force" advice as envisioned by the City's RFP. Lillian Yoo, an associate, will work with Blake and they will work with paralegals and other firm employees as needed.



Meyers Nave's Law Enforcement Experience

Meyers Nave's Peace Officer Defense/Civil Rights group is a powerful advocate for law enforcement agencies and officers. We routinely defend peace officers in federal and state court against a variety of claims, including claims involving officer involved shootings, wrongful death, excessive force, false arrest, illegal entry, officer negligence and *Monell* liability. We also routinely provide advice to law enforcement agencies regarding their policies and training.

Peace officer conduct is under increasing scrutiny throughout the country and related litigation is rising. We believe that it is critical to devise an end-game plan from the beginning, which will drive the litigation.



In peace officer civil rights cases, where the prevailing party is usually entitled to attorney fees, whether to file a motion to dismiss, make an early offer of compromise, request a stay or staged discovery are just some of the early decisions an attorney must make that could be disastrous if not thought through properly.

"Guide to Defending Against Excessive Force Claims," authored by Meyers Nave principal Blake Loebs and published in the *Daily Journal*, provides a brief outline our philosophy about the steps that defense counsel should take to gain an early understanding of the case to help formulate the end-game strategy from the beginning – saving the public entity money, time and mazimizing the chance for success. A copy of this guide is attached.

Our firm also handles dozens of Pitchess motions every year, for clients including the cities of Modesto, Walnut Creek, South San Francisco, El Cerrito, San Leandro, Citrus Heights, Pittsburg and Pinole, as well as the East Bay Regional Park District.

Our Team

Our proposed team leader for advising the City of Banning is principal Blake Loebs, who will be assisted by associate Lillian Yoo, who will also serve as backup. Their resumes are attached.

Blake Loebs



Blake Loebs joined Meyers Nave in 2015 after serving 22 years as a Deputy City Attorney for the City and County of San Francisco. Blake was the Chief of Civil Rights Litigation for nine years. In that capacity, he supervised all civil rights litigation for the 22-member trial team and personally handled the highest profile peace officer civil rights cases, including several officer-involved-shootings.

While at the San Francisco City Attorney's Office, Blake served as first chair in over 25 civil jury trials, defending the City and County of San Francisco from civil suits involving officer-involved shootings, allegations of police misconduct, and catastrophic personal injuries.

Blake amassed a perfect undefeated record in his jury trials with the City Attorney's Office. In addition, over the nine years that he supervised the Civil Rights division, his colleagues at the City Attorney's Office lost only one peace officer civil rights trial while at the same time earning a reputation for being extremely frugal with settlements.

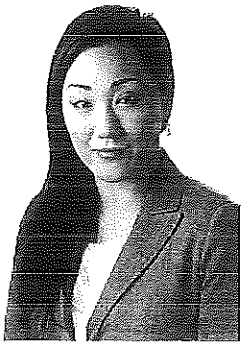
Blake has successfully achieved settlements and dismissals in hundreds of cases and argued numerous cases before the Ninth Circuit and California courts of appeal. One of his cases, *Sheehan v. City and County of San Francisco,* was recently argued before the United States Supreme Court and serves as a new benchmark for the application of qualified immunity throughout the country. Another one of Blake's cases, *Boyd v. City and County of San Francisco*, was the first appellate decision approving of the use of expert testimony on suicide-by-cop, which has also assisted law enforcement countrywide.

Over his years of defending, trying and supervising peace officer civil rights cases, Blake has developed a battle-tested and surprisingly rare approach to civil rights cases, which minimizes costs and exposure while at the same time focusing on trying and winning those cases that should not or cannot be settled.

Blake also assisted with drafting General Orders for the San Francisco Police Department on policy matters such as officer-involved shootings and vehicle chases. He also provided officer-involved-shooting training at the San Francisco Police Academy.

In 2013, the San Francisco Police Officers Association honored Blake as the "Citizen of the Year" and awarded him the Medal of Honor for his work in defending police officers – the highest honors that can be bestowed upon a civilian and the first time that those honors were awarded to a Deputy City Attorney.

Lillian Yoo



Lillian Yoo has been in practice for nearly eight years, joining Meyers Nave in 2013. Lillian has defended and investigated claims of excessive force, battery, sexual assault, negligence and other allegations of professional misconduct on behalf of various law enforcement agencies, including officers with the Los Angeles Police Department, San Leandro Police Department, and Petaluma Police Department.

Lillian began her career at the Los Angeles County District Attorney's Office, participating in the prosecution of dozens of felony matters and assisting with the prosecution of serious crimes in the Hardcore Gang Unit.

Before joining Meyers Nave, Lillian was an employment and criminal law associate at a Los Angeles law firm. She worked on matters ranging from allegations of employee misconduct, Skelly hearings, suspensions, dismissal proceedings before the Office of Administrative Hearings, reduction-in-force proceedings, and disability discrimination and sexual harassment claims. Lillian also handled numerous matters arising out of allegations of child abuse and/or molestation.

While in law school, Lillian was an extern with Senior Judge Stephen Reinhardt of the U.S. Court of Appeals for the Ninth Circuit and clerked at the Los Angeles County District Attorney's Office.

Representative Matters – Blake Loebs

Espinosa v. City and County of San Francisco – involved an allegation that officers shot and killed an unarmed man in his home without provocation; defendants prevailed after a one-month jury trial.

Boyd v. City and County of San Francisco – involved allegations that an officer executed an unarmed, African-American man with two prosthetic legs; obtained a defense verdict after a six-week jury trial; affirmed on appeal. 576 F.3d 938 (9th Cir. 2009). Over $120,000 in costs awarded to defendants.

Dunklin v. City and County of San Francisco – involved allegations that officers shot an unarmed man in a wheelchair; defendants won on summary judgment, which was later affirmed on appeal before the Ninth Circuit.

Moll v. City and County of San Francisco – involved allegations that officers shot and killed an unarmed 19-year old; plaintiff dismissed for a waiver of costs one month before trial.

Sheehan v. City and County of San Francisco – involved allegations that officers unnecessarily shot an emotionally disturbed woman, violating her civil rights and rights under the Americans with Disabilities Act; defendants initially won summary judgment, the Ninth Circuit reversed and the United States Supreme Court recently reversed the Ninth Circuit, re-affirming, if not expanding, the standards for qualified immunity.

Davis v. City and County of San Francisco – involved allegations that Laguna Honda Hospital violated the Americans with Disabilities Act by not providing sufficient opportunity for the discharge of long-term care patients; matter was resolved through settlement with no payment by the City.

Wu v. City and County of San Francisco – involved allegations that an officer unnecessarily shot an emotionally disturbed man armed with a pair of scissors; plaintiff dismissed for a waiver of costs one month before trial.

Tapueluelu v. City and County of San Francisco – involved allegations of excessive force causing death; defendants won on summary judgment; affirmed on appeal. 268 Fed.Appx. 639, 2008 WL 597943.

Groninger v. City and County of San Francisco – involved allegations of streetcar driver negligence causing severe brain damage; defendants won after a one-month jury trial.

Mitchell v. City and County of San Francisco – involved allegations of bus driver negligence causing severe brain injury; defendants won after a one-month jury trial.

References for Blake Loebs

City and County of San Francisco

Dennis Herrera, City Attorney
Telephone: 415-554-4700
Email: cityattorney@sfgov.org

Cheryl Adams, Chief Trial Deputy,
Telephone: 415-554-3843
Email: Cheryl.Adams@sfgov.org

Sean Connolly, Deputy City Attorney
Telephone: 415-554-3863
Email: Sean.Connolly@sfgov.org

Scott Weiner (Current member of the San Francisco Board of Supervisors, former colleague in the San Francisco City Attorney's Office)
Telephone: 415-554-6868.
Email: Scott.Weiner@sfgov.org

Rob Bonta (current State Assemblyman, former colleague in City Attorney's Office)
Telephone: (510) 286-1670
Email: Robbonta@comcast.net

San Francisco Police Department

Lt. Timothy Paine
Email: Timothy.Paine@sfgov.org

Sgt. James O'Malley
Email: James.Omalley@sfgov.org

Sgt. John Keesor
Email: John.Keesor@sfgov.org

Billing and Payment

Please see the information in our attached Proposed Fee Schedule.

Computer Resources

We use Microsoft Office suite software (Microsoft Word, PowerPoint, Access, and Excel), as well as standard modes of communication (e-mail, telephone, voicemail, and facsimile) and the Internet. Other computer resources at Meyers Nave include Westlaw for legal research, CompuLaw software to manage deliverables and cases across the firm, and the comprehensive document management program I-Manage so that our attorneys and support staff can easily share documents among our different offices.

Our firm also has videoconferencing capability, and our technology staff can work with the City of Banning to connect to its local area network or arrange for the transfer of large files via ShareFile if necessary. To manage discovery-related information for all litigation matters, the firm uses a wide range of industry-standard database products (e.g., Concordance, Summation, Evolution, CaseMap, etc.). Meyers Nave also uses client-specific FTP sites, VPN and other methodologies so large volumes of data can be shared between the firm and clients.

Insurance

A copy of our current insurance certificate is attached.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B2013023202

Business Name: MEYERS NAVE RIBACK SILVER & WILSON A
Business Owner: MEYERS NAVE RIBACK SILVER & WILSON A
Business Address: 555 12TH ST #1500
OAKLAND CA 94607-4095

MEYERS NAVE RIBACK SILVER & WILSON A
LINDA L KERNS
555 12TH ST #1500
OAKLAND CA 94607-4095

Primary
Business Activity: OFFICES OF LAWYERS

Secondary
Business Activity:

Effective Date: 01/01/2015
Expiration Date: 12/31/2015

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS – BUSINESS TAX PROGRAM, PO BOX 122289, SAN DIEGO, CA 92112

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B2013023202

Business Name: MEYERS NAVE RIBACK SILVER & WILSON A
Business Owner: MEYERS NAVE RIBACK SILVER & WILSON A
Business Address: 555 12TH ST #1500
OAKLAND CA 94607-4095

Primary
Business Activity: OFFICES OF LAWYERS

Secondary
Business Activity:

MEYERS NAVE RIBACK SILVER & WILSON A PROF CORP
LINDA L KERNS
555 12TH ST #1500
OAKLAND CA 94607-4095

00001
6

Effective Date: 01/01/2015
Expiration Date: 12/31/2015

Mailing Address: MEYERS NAVE RIBACK SILVER & WILSON A
LINDA L KERNS
555 12TH ST #1500
OAKLAND CA 94607-4095

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are Not Refundable unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

This information is available in alternative formats upon request.

State Bar of California website screenshot, calbar.org, accessed 10/21/2015

Blake Philip Loebs - #145790

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	145790		
Address:	Meyers, Nave, Riback, Silver & Wilson 555 12th St Ste 1500 Oakland, CA 94607 Map it	Phone Number:	(510) 808-2000
		Fax Number:	(510) 444-1108
		e-mail:	Not Available
County:	Alameda	Undergraduate School:	Idaho St Univ; Pocatello ID
District:	District 1		
Sections:	None	Law School:	Univ of Utah COL; Salt Lake City UT

Status History

Effective Date	Status Change
Present	Active
12/11/1989	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

State Bar of California website screenshot, calbar.org, accessed 10/21/2015

Lillian Kae Yoo - #261239

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	261239		
Address:	Meyers Nave 707 Wilshire Blvd Fl 24 Los Angeles, CA 90017 Map it	Phone Number:	(213) 626-2906
		Fax Number:	(213) 626-0215
		e-mail:	lyoo@meyersnave.com
County:	Los Angeles	Undergraduate School:	Univ of Southern Calif; Los Angeles CA
District:	District 2		
Sections:	None	Law School:	Pepperdine Univ SOL; Malibu CA

Status History

Effective Date	Status Change
Present	Active
12/4/2008	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Client#: 307749 MEYENAVE1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International HUB Int'l Insurance Serv. Inc. P.O. Box 4047 Concord, CA 94524-4047	CONTACT NAME: PHONE (A/C, No, Ext): 925-609-6500 FAX (A/C, No): 925-609-6550 E-MAIL ADDRESS:
INSURED Meyers Nave Riback Silver & Wilson 555 12th Street, Suite 1500 Oakland, CA 94607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Vigilant Insurance Company — 20397 INSURER B : Chubb-Federal Insurance Company — 999999 INSURER C : Federal Insurance Company — 20281 INSURER D : Ironshore Specialty Ins Company INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: GAXWP REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35904309WUC	05/01/2015	05/01/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$included
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
C	AUTOMOBILE LIABILITY			73557130	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			79871939	05/01/2015	05/01/2016	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			71726427	05/01/2015	05/01/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab Errors & Omission Claims Made			001153704	05/01/2015	05/01/2016	100,000 Deductible 5,000,000 Per Claim 5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For information purposes only.

CERTIFICATE HOLDER

For information purposes only.
For information purposes only.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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meyers | nave

BLAKE P. LOEBS



Blake P. Loebs
Principal

555 12th Street, Suite 1500
Oakland, California 94607

T: 510.808.2000
F: 510.444.1108
bloebs@meyersnave.com

Practice Group
Trial and Litigation

California Bar Number
145790

Education
University of Utah College of Law, JD, 1989

Idaho State University, BA, American Studies, 1986

Practicing Since: 1989

Blake P. Loebs is a Principal with Meyers Nave and a member of the Trial and Litigation Practice Group. He joined the firm in 2015 after serving 22 years as a Deputy City Attorney for the City and County of San Francisco.

As Chief of Civil Rights Litigation for nine years, Blake supervised civil rights litigation for a 22-member trial team in the office that The American Lawyer described as "one of the most aggressive and talented city law departments in the nation."

He served as first chair in over 25 civil jury trials, defending the City and County of San Francisco from civil suits involving officer-involved shootings, allegations of police misconduct, and catastrophic personal injuries. He has briefed and argued numerous appeals before the Ninth Circuit and the California Courts of Appeal, taken and defended over 1,000 depositions, and argued more than 500 motions in federal and state court.

Blake has also resolved hundreds of cases short of trial, through motions, settlement or dismissal; including cases involving officer-involved shootings, deaths-in-custody, claims of wrongful arrest, bus and cable car accidents causing death and serious injury, injuries caused by road defects, and claims under the Americans with Disabilities Act.

In 2013, the San Francisco Police Officers Association honored Blake as the "Citizen of the Year" and awarded him the Medal of Honor, the two highest honors that can be bestowed on civilians; reflecting his special expertise defending officer-involved shooting cases.

He also assisted in drafting General Orders for the San Francisco Police Department, shaping policies on matters including officer-involved shootings and vehicle chases. Working extensively with numerous experts, Blake has developed reports and testimony in the field of police practices, suicide-by-cop, blood spatter analysis, ballistics, wound ballistics, photogrammetry,

trajectory analysis, crime scene reconstruction, computer animation, hostage negotiation, toxicology, psychology, crisis management, fiber analysis, DNA analysis, rap lyrics, accident reconstruction, fingerprint analysis, economics, orthopedic medicine, internal medicine, vocational rehabilitation and neurology.

Prior to joining the Office of the City Attorney for the City and County of San Francisco, Blake was an Associate at Berg, Zeigler, Licthman & Anderson and O'Melveny & Myers.

Representative Experience

- *Espinosa v. City and County of San Francisco* – allegation that officers shot and killed an unarmed man in his home without provocation; defense verdict after a one-month jury trial.
- *Boyd v. City and County of San Francisco* – allegations that an officer executed an unarmed disabled man; defense verdict after a six-week jury trial; affirmed on appeal; $120,000 in costs awarded to defendants.
- *Dunklin v. City and County of San Francisco* – allegations that officers shot an unarmed man in a wheelchair; summary judgment for defense; affirmed by the Ninth Circuit Court of Appeals.
- *Moll v. City and County of San Francisco* – allegations that officers shot and killed an unarmed 19-year old; plaintiff dismissed for a waiver of costs one month before trial.
- *Sheehan v. City and County of San Francisco* – allegations that officers unnecessarily shot an emotionally disturbed woman; defendants won on summary judgment; matter recently decided by the United States Supreme Court.
- *Davis v. City and County of San Francisco* – allegations that Laguna Honda Hospital violated the Americans with Disabilities Act by not providing sufficient opportunity for the discharge of long-term care patients; matter was resolved through settlement with no payment by the City.
- *Wu v. City and County of San Francisco* – allegations that an officer unnecessarily shot an emotionally disturbed man armed with a pair of scissors; plaintiff dismissed for a waiver of costs one month before trial.
- *Tapueluelu v. City and County of San Francisco* – allegations of excessive force causing death; defendants won on summary judgment; affirmed on appeal.
- *Groninger v. City and County of San Francisco* – allegations of streetcar driver negligence causing severe brain damage; defendants won after a one-month jury trial.
- *Mitchell v. City and County of San Francisco* – allegations of bus driver negligence causing severe brain injury; defendants won after a one-month jury trial.

Professional Affiliations

- Member, The State Bar of California

Honors and Awards

- Recipient, "Citizen of the Year, 2013" San Francisco Police Officers' Association
- Recipient, "Medal of Honor," San Francisco Police Officers' Association
- Member, Order of the Coif
- Five-time Recipient, William H. Leary Scholar award for academic excellence

Presentations and Publications

- Moderator, "The Use of Police Cameras and Facial Recognition Software," Emerging Technology & Privacy Conference, The State Bar of California, 2015
- Author, "Guide to Defending Against Excessive Force Claims," *The Daily Journal*, May, 2015
- Repeat Presenter, Lecture at San Francisco Police Department academy course on officer-involved shootings
- Author, *Representation of Interests Adverse to Former Clients: A Suggested Approach for the Tenth Circuit,* 1989 Utah L. Rev. 935
- Author, *Who Decides Whether a Member of the Executive Branch Can Serve Simultaneously in the State Legislature?* 1988 Utah L. Rev. 153

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LILLIAN K. YOO



Lillian Kae Yoo
Associate

707 Wilshire Boulevard, 24th Floor
Los Angeles, CA 90017

T: 213.626.2906
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lyoo@meyersnave.com

Practice Groups
Labor & Employment

Trial and Litigation

California Bar Number
261239

Education
Pepperdine University School of Law, JD, with Honors, 2008

University of Southern California, BA, with Honors, Sociology, 2004

Practicing Since: 2008

Lillian K. Yoo is a trial attorney in Meyers Nave's Labor and Employment Practice Group and Trial and Litigation Practice Group. She provides experienced and practical counsel on a broad range of issues for her public agency clients. Lillian regularly handles a wide range of labor and employment disputes, including complex wage and hour class actions, wrongful termination, harassment and retaliation claims. Her civil experience also includes defending personal injury and government tort claims as well as claims of excessive force, battery, sexual assault, negligence and other allegations of professional misconduct against law enforcement and school district personnel.

Before joining Meyers Nave, Lillian was an employment and criminal law associate at a Los Angeles law firm. Specifically, she worked on matters ranging from allegations of employee misconduct, Skelly hearings, suspensions, dismissal proceedings before the Office of Administrative Hearings, reduction-in-force proceedings, and disability discrimination and sexual harassment claims. Lillian also handled numerous matters arising out of allegations of child abuse and/or molestation.

For school district clients, Lillian offers unique, well-rounded insight into their most pressing legal issues, having represented not only district clients but also the government—in her former role in the state prosecutor's office—as well as teachers themselves. On behalf of school districts, she now leverages this insider understanding of her opponents to lend her clients a distinct, strategic advantage in court, in negotiations, and behind the scenes as strategic counsel. Lillian's representations have included matters involving the California Teachers Association and United Teachers of Los Angeles, enabling her to gain acute familiarity with those organizations.

For law enforcement clients, Lillian has investigated and defended claims of excessive force, battery, sexual assault, negligence and other allegations of professional misconduct on behalf of various law enforcement agencies, including

officers with the Los Angeles Police Department, San Leandro Police Department, and Petaluma Police Department. Lillian began her career at the Los Angeles County District Attorney's Office. In participating in the prosecution of dozens of felony matters, and in assisting with the prosecution of serious crimes in the Hardcore Gang Unit, Lillian developed key relationships within the agency, command of its inner workings, and courtroom skill.

While in law school, Lillian externed with Senior Judge Stephen Reinhardt of the U.S. Court of Appeals for the Ninth Circuit and clerked at the Los Angeles County District Attorney's Office. She is admitted to practice in the U.S. Court of Appeals, Ninth Circuit; U.S. District Court, Northern District California; U.S. District Court, Central District of California; and U.S. District Court, Eastern District of California.

Published Decision

Marken v. Santa Monica-Malibu Unified School District, (2012) 202 Cal. App. 4th 1250

Professional Affiliations and Awards

- Member, The State Bar of California
- Member, Alameda County Bar Association
- Recipient, CALI Award for Highest Grade in Employment Law

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 2. Mayers/Nave				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	6	60	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	6	60	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	7	35	
			TOTAL		

GENERAL NOTES:
N. CONFIRMED EXPERIENCE, GOOD REFERENCES

NAME: Alex Diaz TITLE: Capt DATE: 11/05/15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: MAYERS / NAVE				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	6	60	QUALIFIED FIRM FOR "USE OF FORCE" DEFENSE. NO INFO ON PITCHESS MOTIONS.
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	6	90	EXTENSIVE EXP DEFENDING OFFICERS IN "USE OF FORCE" ISSUES. NO INFO ON PITCHESS MOTIONS.
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	6	60	KNOWLEDGABLE REGARDING "USE OF FORCE" SOURCE. NO INFO ON PITCHESS MOTIONS.
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6	30	REF BASED SOLELY ON "USE OF FORCE" SOURCE. NOT ON PITCHESS MOTION SOURCE.
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: LT. DATE: 11-4-15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 2. Mayers/Nave				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	15		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	10		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	5		
			TOTAL		
GENERAL NOTES:					

NAME: [signature] TITLE: Sergeant DATE: 11-16-15

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SILVER & WRIGHT LLP
Attorneys at Law
IRVINE | INLAND EMPIRE | SACRAMENTO

October 22, 2015

City of Banning
Office of the City Clerk
99 East Ramsey Street
Banning, California 92220

Subject: **Silver & Wright LLP Proposal to Provide *Pitchess* Motion Representation and Use of Force Legal Advice**

Dear City of Banning:

Silver & Wright LLP ("S&W") is excited to present this proposal ("Proposal") to the City of Banning ("City") in response to the City's Request for Proposals to Provide Legal Representation for *Pitchess* Motion Hearings and Legal Advice on Incidents Involving "Use of Force" by Members of the Banning Police Department ("RFP"). S&W was formed by two extremely experienced city attorneys from a large municipal firm in order to be dedicated to, and specialize in, representing public agencies in code enforcement and police matters. We serve as attorneys in various capacities for over 40 local agencies throughout the State.

S&W has established itself as a premier *Pitchess* defense firm. We take the confidential personnel records of our law enforcement officers extremely seriously and we have pioneered new and more effective arguments for winning *Pitchess* motions. We win most motions, preventing even an in chambers review of our police officer's confidential records. S&W has quickly grown to represent numerous cities throughout the State in *Pitchess* defense. We often replace the older firms that often relegate *Pitchess* defense to an undesirable task, and seek just to minimize the scope of *Pitchess* review and disclosure, rather than fight the very motion itself. We believe that aggressive *Pitchess* motion defense is an important indication to our officers of our respect and appreciation, and we ensure we protect them as one of our own.

S&W represents and educates numerous law enforcement agencies throughout the State. We regularly represent and teach classes to law enforcement on use of force, searches and seizures, Fourth Amendment compliance, marijuana regulation, receiverships, criminal prosecutions, warrants, testifying, nuisance abatement, graffiti abatement, cost recovery, and any other relevant

topic requested. S&W is eager to assist the Banning Police Department with executing its job effectively and in compliance with all applicable laws.

The attorneys at S&W also have tremendous experience in all aspects of municipal enforcement law, especially all aspects of police services, criminal prosecutions, nuisance abatement litigation, code enforcement, receiverships, administrative procedures, and cost recovery for public agency clients. Our attorneys are active in many police and municipal law enforcement organizations, including Vice President of the California Association of Code Enforcement Officers ("CACEO") and Director of Zero Graffiti International (an international non-profit anti-graffiti organization). S&W attorneys regularly write and are published on various law enforcement topics.

S&W is always available and is quick to respond to evolving issues that face our clients, which our references will confirm. S&W has a growing staff of ten attorneys, a paralegal, and two law clerks on its legal staff to ensure the City's needs are covered. S&W also heavily leverages modern technology to reduce overhead expenses that we pass on to our clients through our most competitive rates.

We dedicate ourselves to providing excellent, cost-effective, and personalized legal services. We are pleased to submit this Proposal for the City's consideration and we sincerely look forward to working with the City.

I am authorized to represent S&W in negotiations with the City of Banning with respect to the RFP, to bind S&W to all provisions of the RFP, any subsequent changes to the RFP, and any subsequently awarded contract.

Sincerely,

Curtis R. Wright
Partner
SILVER & WRIGHT LLP

Enclosure: S&W *Pitchess* and Use of Force Proposal

SILVER & WRIGHT LLP
Attorneys at Law
IRVINE | INLAND EMPIRE | SACRAMENTO

PROPOSAL TO PROVIDE LEGAL REPRESENTATION FOR *PITCHESS* MOTION HEARINGS AND LEGAL ADVICE ON INCIDENTS INVOLVING "USE OF FORCE"

PRESENTED TO:
CITY OF BANNING

October 26, 2015

SILVER & WRIGHT LLP
Curtis R. Wright
909-833-5420
CWright@SilverWrightLaw.com

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COMPANY PROFILE

Silver & Wright LLP ("S&W") was founded by Matthew Silver and Curtis Wright, two attorneys with substantial experience in providing cost-effective municipal and code enforcement related legal services to municipalities throughout California. S&W is a growing firm with ten attorneys, two law clerks, and a paralegal on its legal staff. S&W also heavily leverages modern technology to reduce overhead expenses that we pass on to our clients through our most competitive rates.

S&W is a limited liability partnership, established in 2013. We have three locations throughout the State in Ontario, Irvine, and Sacramento. Curtis Wright, the managing partner of the Ontario office, can be reached anytime at 909-833-5420.

Although S&W specializes in several areas of law including police services, Health and Safety Code receiverships, code enforcement, and criminal prosecutions, S&W is particularly adept at successfully defending our clients against *Pitchess* motions. The attorneys performing work under this Proposal have vast experience successfully defending Pitches motions, including *Pitchess* appeals.

S&W also has extensive expertise with respect to police litigation and liability matters. We are capable of providing a wide range of police liability advice, from use of force, to searches and seizures, to Fourth Amendment training, to obtaining and executing warrants, to liability management in various scenarios.

S&W is fully capable of serving all the police services legal needs of the City of Banning ("City") in an effective, expeditious, and cost-effective manner. Our attorneys are the most proficient *Pitchess* attorneys in the State, and they have defended numerous *Pitchess* motions for cities of all sizes. S&W's attorneys are admitted to every State and Federal Court in California, including the Riverside Superior Court, the California Court of Appeals, the California Supreme Court, all federal United States District Courts in California, and the United States Ninth Circuit Court of Appeals.

S&W routinely produces case evaluations for presentation to the various city councils and other decision makers it serves. Often cases have political or media implications. S&W is sensitive to not just the legal issues, but the political and social ramifications of issues police departments face, and we will work with the City to determine the most effective strategy for each case.

We are excited to submit this Proposal to the City, we thank you for the opportunity, and we look forward to meeting with you to discuss how we might be of service to Banning.

ORGANIZATION AND STAFFING

S&W has a wealth of general use of force and *Pitchess* defense experience. We provide police and use of force training to cities and organizations throughout the State, we defend *Pitchess* motions on behalf of multiple cities throughout the State, and we even provide Section 1983 civil rights defense for our clients. Our attorneys routinely work collaboratively to solve complex legal issues. Recognizing that each specific problem calls for a specific solution, the experience of the Firm's attorneys allows us to provide our clients a comprehensive yet focused approach to each case.

Curtis Wright, Daniel Pasek, and Ruthann Elder, in addition to the Firm's other attorneys, law clerks, and paralegals, will be available to handle any of the City's needs whenever necessary. These attorneys have extensive experience handling all aspects of police services and *Pitchess* motion defense. S&W's entire staff is available to serve the City as necessary, ensuring effective handling of all of the City's needs.

Partner Curtis Wright and *Pitchess* expert Daniel Pasek will always be available to the City and its staff. They will gladly provide City Staff with their direct cell phone numbers and emails in order to answer questions and respond to issues immediately as they arise. It is our desire to maintain open communication with the City Manager, the City Attorney's Office, the Police Department, and the City Council as necessary to comprehensively address the City's needs.

All S&W attorneys and staff are well versed in modern computer skills, including the use of Microsoft Word. In fact, S&W is a very technology heavy firm utilizing modern cloud based technologies to minimize overhead and maximize cost-efficiency to clients.

Curtis R. Wright, *Partner*

Curtis Wright is a founding partner of S&W. He has significant experience with civil and criminal code enforcement prosecution, marijuana dispensary regulation, gun confiscation actions, *Pitchess* motion defense, and police services. Mr. Wright has also successfully defended cities in various types of litigation ranging from government tort claims to civil rights actions resulting in

the preservation of cities' rights and saving cities from potentially hundreds of thousands of dollars in liability.

Mr. Wright has been published multiple times on various legal topics and has taught classes and led presentations on various aspects of police services, searches and seizures, Fourth Amendment compliance, warrants, use of force, criminal prosecution, testifying, municipal law, federal and State regulatory preemption, code enforcement, receiverships, and municipal cost recovery. Mr. Wright is on the Board of Directors for Zero Graffiti International, an international nonprofit graffiti fighting organization, and he is a third generation public servant, as his father was a San Diego police officer and former marine, and his grandfather was a Navy sailor and postal carrier.

Prior to his legal career, Curtis was a Captain and Ranger in the United States Army where he was deployed to Iraq in support of Operation Iraqi Freedom. Mr. Wright's curriculum vitae is attached to this proposal as Exhibit A.

Mr. Wright regularly provides City prosecutor and police services to the Cities of Indio, Coachella, El Monte, and Montebello, and provides as-needed legal advice and representation to over 40 cities and counties throughout the State. Mr. Wright also regularly provides *Pitchess* defense services to the cities of Indio, Newark, El Centro, and Eureka. The contact information for those clients is included in the References section of this Proposal.

Daniel J. Pasek, *Pitchess Attorney*

Daniel J. Pasek is S&W's lead *Pitchess* Attorney and expert. Mr. Pasek's practice areas include litigation experience in *Pitchess* defense, *Pitchess* appeals, police services, code enforcement, receiverships, nuisance abatement, and administrative law. Mr. Pasek's greatest strength is his *Pitchess* motion defense practice. Mr. Pasek has defended numerous *Pitchess* motions involving a wide range of requested information. He provides general legal advice to police agencies on a variety of day-to-day issues that arise during the course of performing law enforcement duties. Mr. Pasek handles the vast majority of the *Pitchess* motions brought seeking our clients' police officer records. Mr. Pasek has quickly become an expert in all aspects of *Pitchess* motion defense, including oppositions, court argument, in chambers review, protective orders, disclosures, officer representation, and appeals. Mr. Pasek vigorously defends each *Pitchess* Motion and is always mindful that there are noble officers to entitle to aggressive protection behind each personnel file. Mr. Pasek strongly opposes all *Pitchess* Motions regardless of whether a personnel file contains any relevant *Pitchess* material. Mr. Pasek is particularly

passionate about protecting police officers, as several of his family members, including his spouse, are law enforcement officers. As such, he understands on a personal level the compelling interest in personnel file privacy for police officers. Through his persistence and expertise in the area, Mr. Pasek has obtained numerous successful orders outright denying *Pitchess* motions and other positive results for his clients.

Mr. Pasek graduated cum laude from the University of La Verne College of Law. While attending the University of La Verne, he served as the Chief Articles Editor of the law review. Mr. Pasek is also a published writer whose work has been cited in amicus briefs to the Supreme Court. In addition to his Juris Doctorate, Mr. Pasek also has an LL.M. in tax law, which he obtained from the University of Florida. Prior to coming to S&W, Mr. Pasek worked for Riverside County Counsel where he developed an interest and aptitude for municipal law, including the Police Officer's Bill of Rights ("POBR").

Mr. Pasek's curriculum vitae is attached to this proposal as Exhibit B. Mr. Pasek regularly provides *Pitchess* defense services to the cities of Indio, Newark, El Centro, and Eureka. The contact information for those clients is included in the References section of this Proposal.

Ruthann M. Elder, *Police Services, Litigation, & Appellate Attorney*

Ms. Elder is an excellent litigator and oral advocate. Her practice areas include litigation experience in receiverships, code enforcement, marijuana regulation, appeals, land use, zoning, and planning laws. Ms. Elder developed her passion for municipal law during law school. Ms. Elder has worked with the Orange County Counsel, the Riverside City Attorney's Office, and the Court Executive Office and General Counsel for the Superior Court of San Bernardino County. While working for these entities, she developed experience in a variety of transactional and litigation matters, including constitutional law, local government powers, public records requests, and code enforcement. During her time at S&W, Ms. Elder has also become an expert at opposing *Pitchess* motions. Ms. Elder contributes significantly to the collective *Pitchess* motion experience possessed by S&W, especially *Pitchess* appeals. Civil litigation and constitutional experience places in her in a position to lend valuable support in use of force cases.

Ms. Elder also has experience in Alternative Dispute Resolution and Mediation. Ms. Elder is an experienced Mediator and has completed training pursuant to the California Dispute Resolution Programs Act.

Ms. Elder's curriculum vitae is attached to this proposal as Exhibit C.

Organizational Chart

Curtis R. Wright
(Partner)
|
Daniel J. Pasek
(Police Services & *Pitchess* Attorney)
|
Ruthann M. Elder
(Police Services & Litigation Attorney)

Curtis Wright will oversee all work performed under the RFP. All advice and legal service provided to the City will be vetted by Mr. Wright. Daniel Pasek is proposed as the lead attorney for the *Pitchess* defense and legal advice services to be provided in response to this RFP. Ruthann Elder will also be dedicated to provide additional legal support for the City in connection to this RFP.

REFERENCES

S&W is happy to provide the following references and we encourage the City to contact them to discuss our experience and qualifications.

Chief Richard P. Twiss
Chief of Police
CITY OF INDIO
46800 Jackson Street
Indio, California 92201
Phone: 760-391-4030
Email: RTwiss@IndioPD.org

Mr. David Benoun, Esq.
City Attorney
CITY OF NEWARK
37101 Newark Boulevard
Newark, California 94560
Phone: 510-578-4427
Email: David.Benoun@Newark.org

Commander Henricus Peeters
Support Services Division
INDIO POLICE DEPARTMENT
46800 Jackson Street
Indio, California 92201
Phone: 760-391-4118
Email: HPeeters@IndioPD.org

Ms. Kris Becker, Esq.
City Attorney
CITY OF EL CENTRO
1275 Main Street
El Centro, California 92243
Phone: 760-337-3065
Email: KBecker@CityOfElCentro.org

Captain Robert W. Ramsey
Special Operations
FONTANA POLICE DEPARTMENT
17005 Upland Avenue
Fontana, California 92335
Phone: 909-350-7750
Email: RRamsey@Fontana.org

Ms. Cyndy Day-Wilson, Esq.
City Attorney
CITY OF EUREKA
531 K Street, Room 203
Eureka, California 95501-1165
Phone: 707-441-4147
Email: CDay-Wilson@ci.Eureka.ca.gov

PROPOSED FEE SCHEDULE

S&W is proud to be able to provide its clients with the best legal services at the most competitive prices. That was our very motivation for starting this Firm. We are happy to offer the City our services at the following rates:

- **Attorneys:** $193 per hour blended rate for all attorney work.
- **Law Clerks & Paralegals:** $117 per hour for all law clerk and paralegal work.

S&W only bills the following at actual cost without any mark-up:

- Litigation Costs
- Court Costs
- Process Server Fees
- Messenger Fees
- Arbitration & Mediation Fees
- Litigation Guaranty Costs
- Postage
- Legal Research Costs
- Printing & Copying Costs at 10¢ per page for Black & White
- Printing & Copying Costs at 50¢ per page for Color
- Other Necessary Legal Service Related Costs, Expenses, and Fees

S&W sends out monthly invoices detailing the tasks performed on each matter. S&W will keep track of all billing entries on a daily basis with accurate descriptions of the legal services provided. S&W will only charge in increments of one tenth of an hour. S&W does not use minimum billing blocks for specific tasks, and will only bill for the actual time spent working on the City's matters. S&W will accept payment in any form the City wishes to provide it, typically by check or Electronic Funds Transfer ("EFT").

INSURANCE

S&W maintains large insurance policies well in excess of the amounts required by law. S&W is happy to provide proof of all insurance upon demand, and is happy to make the City an additional insured on its policies.

Professional Liability Insurance. S&W shall carry professional liability errors and omissions insurance in the amount required by California Corporations Code section 16956(a)(2). S&W represents and warrants that its current professional liability insurance exceeds the amount required by law with limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

General Liability and Automobile Insurance. S&W shall carry general liability and automobile insurance with the minimum coverage of $1,000,000 per occurrence and $1,000,000 in the aggregate. S&W represents and warrants that its current general liability and automobile insurance exceeds the amount required by law with limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

Workers' Compensation Insurance. S&W has and will continue to carry workers' compensation insurance as required by the State of California. S&W has and will continue to carry employer's liability insurance with a minimum coverage of $1,000,000.

CONCLUSION

Thank you for the opportunity to present this Proposal. We are excited about the potential opportunity to work with the City's Police Department. At S&W, we believe the City is most satisfied when receiving personal, effective, and efficient legal services that are provided in a professional and ethical manner. Our goal is to achieve your maximum satisfaction with both our services and our success.

We believe that our experience, pricing, training, and uniquely qualified approach to *Pitchess* motion defense, police services, and use of force advice makes S&W the ideal candidate to provide legal services to the City of Banning's Police Department. If you require any additional information, please contact Curtis Wright at 909-833-5420 or CWright@SilverWrightLaw.com at any time.

Respectfully Submitted,

By: _____
Curtis R. Wright
Partner
SILVER & WRIGHT LLP

SILVER & WRIGHT LLP
Attorneys at Law
IRVINE | INLAND EMPIRE | SACRAMENTO

CURTIS R. WRIGHT
California Bar Number 273323
909-833-5420 | CWright@SilverWrightLaw.com
3350 Shelby Street, Suite 250, Ontario, California 91764

LEGAL EXPERIENCE

SILVER & WRIGHT LLP — Ontario, California
Founding Partner — 2013–Present
Specializing in police services, *Pitchess* motion defense, municipal law, municipal cost recovery, code enforcement, receiverships, civil litigation, criminal prosecution, administrative law, and gun confiscations. Pioneering new and efficient methods of improving police services and code enforcement effectiveness, and maximizing municipal cost recovery.

BEST BEST & KRIEGER LLP — Ontario, California
Police Services & Code Enforcement Attorney — 2009–2013
Extensive experience with civil, criminal, state, and federal court litigation. Collaborated directly with clients to intake, manage, and prosecute cases. Extensively worked on litigation investigations, pleadings, discovery, law and motion, oral argument, settlement negotiations, bench trials, and jury trials. Practiced municipal, code enforcement, receivership, criminal, administrative, constitutional, business, real estate, and redistricting law.

UNITED STATES DISTRICT COURT — Riverside, California
Judicial Extern — Spring 2009
Drafted opinions, reports, and recommendations. Assisted in legal research, analysis, and decision making. Discussed legal principles and decision making factors with the judge. Observed trials, hearings, and settlement conferences. Ascertained the practical aspects of how to effectively advocate in court.

OSBORN & CARTER APC — Rancho Cucamonga, California
Law Clerk — 2008–2009
Composed motions, research papers, office memoranda, and legal correspondence. Reviewed files and records to identify and sequence events in preparation for pleadings and discovery. Observed depositions and client consultations. Worked on insurance, medical malpractice, legal malpractice, real estate, and administrative law cases.

MILITARY EXPERIENCE

UNITED STATES ARMY Various Locations
Captain (Ranger) 2002–2006

Served in multiple positions including: Fire Support Officer, Infantry Platoon Leader, Artillery Platoon Leader, Battery Executive Officer, and Classified War Plans Officer. Stationed in multiple locations around the world including: Iraq, Japan, Korea, Washington, Oklahoma, Georgia, and Florida. Commanded units of up to 82 men and was responsible for over $6 million worth of weapons, equipment, and armored vehicles. Fought in Iraq as part of Operation Iraqi Freedom and led over 150 combat patrols, raids, and civil-military operations without sustaining a single casualty to my unit. Ranger School graduate surviving an intense combat leadership course composed predominantly of field operations in forest, swamp, and mountainous terrain involving planning and executing attacks on widely dispersed objectives, training over 22 hours per day, sleeping less than two hours per night, and eating only the minimum food necessary to sustain function.

EDUCATION

UNIVERSITY OF LA VERNE COLLEGE OF LAW (ULV) Ontario, California
Juris Doctor May 2010

Rank: Third in Class; Magna Cum Laude; Dean's List; Full Tuition Scholarship.
Awards: Best Appellate Brief; Best Appellate Oralist; CALI—Estate Planning, Contract Drafting, Civil Procedure, Evidence, Appellate Advocacy.
Clubs: Law Review; Peer Mentoring; Faculty Curriculum Committee; American Constitutional Society; Delta Theta Phi International Law Fraternity.

UNIVERSITY OF SOUTHERN CALIFORNIA (USC) Los Angeles, California
Bachelor of Science, Business Entrepreneurship May 2002

PUBLICATIONS & PRESENTATIONS

Curtis Wright, *Legal Weapons of Law Enforcement*, CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS, Anaheim, California, 2015.

Curtis Wright, *Substandard Buildings & Hoarders*, CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS, Anaheim, California, 2015.

Curtis Wright, *Warrants, Prosecution, & Cost Recovery*, CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS, Livermore, California, 2015.

Curtis Wright, *Graffiti Vandalism: Legal Enforcement & Cost Recovery*, ZERO GRAFFITI INTERNATIONAL, Santa Ana, California, 2015.

Curtis Wright, *Health & Safety Receiverships*, INLAND EMPIRE CRIME FREE COLLABORATIVE, Rancho Cucamonga, California, 2015.

Curtis Wright, *Realignment & Code Enforcement: Tools To Survive*, DESERT ENFORCEMENT NETWORK, Palm Desert, California, 2015.

Curtis Wright, *Municipal Code Criminal Prosecution and Cost Recovery*, CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS, Salinas, California, 2014.

Curtis Wright, *Regulating Sober Living Facilities*, CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS, Lake Tahoe, California, 2013.

Curtis Wright, *Regulating Medical Marijuana Dispensaries*, INSPECTION ENFORCEMENT TRAINING INSTITUTE, Various Cities throughout California, 2013.

Curtis Wright et al., *Health & Safety Code Receiverships Panel*, CALIFORNIA RECEIVERSHIP FORUM, Los Angeles, California, 2013.

Curtis Wright, *Crime-Free Housing*, COUNTY OF SAN BERNARDINO, Various Cities, California, 2013–2014.

Curtis Wright, *Crime-Free Housing*, CITY OF SAN BERNARDINO, San Bernardino, California, 2013–2014.

Curtis Wright, *Health & Safety Code Receiverships*, CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS, Fremont, California, 2013.

Curtis Wright, *Nuisance Abatement Cost Recovery*, CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS, Fremont, California, 2013.

Matthew Silver & Curtis Wright, *Responding to Realignment Impacts*, CALIFORNIA LEAGUE OF CITIES, Ontario, California, 2013.

Matthew Silver & Curtis Wright, *Public Entity Receiverships of Blighted and Foreclosed Properties*, 35 PUB. L.J. 21, no. 4, Fall 2012 at 21.

Matthew Silver & Curtis Wright, *New California Law Strengthens Municipal Powers To Fight Blight On Foreclosed Homes*, THE PUBLIC RECORD, Sept. 18, 2012, at 15.

Curtis Wright, *Redistricting Law for Water Agencies*, ASSOCIATION OF CALIFORNIA WATER AGENCIES, Monterey, California, 2012.

Scott Talkov, *Barristers President's Message—Honoring Our Veterans: Army Ranger & Barrister Curtis Wright*, RIVERSIDE LAWYER, October 2011, at 6.

Sophia Choi & Curtis Wright, *Obtaining Citizenship Through Military Service*, RIVERSIDE LAWYER, October 2011, at 12.

Matthew Silver & Curtis Wright, *Medical Marijuana Dispensaries*, CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS, Monterey, California, 2011.

Matthew Silver & Curtis Wright, *Code Enforcement Criminal Prosecutions*, CITY OF FONTANA, Fontana, California, 2011.

Charity Schiller & Curtis Wright, *Metadata Mining and Scrubbing: Potential Ethical Pitfalls California Attorneys Need To Know*, RIVERSIDE LAWYER, June 2010, at 25.

Curtis R. Wright, *Quanta of Solace?: The Patent Exhaustion Doctrine and Method Patents After Quanta v. LGE*, 30 U. LA VERNE L. REV. 494 (2009).

PROFESSIONAL ORGANIZATIONS, BAR ADMISSIONS, & AWARDS

Organizations: Leo A. Deegan Inn of Court (2009–2010); Riverside County Bar Association (2009–Present); Riverside Barristers Association (2009–2013); United States Army Ranger Association, Southwest Region Deputy Director (2010–2013); Veterans of Foreign Wars (2010–Present); American Legion (2010–Present); Inland Empire Federal Bar Association (2011–Present); Stop Urban Blight, Board of Directors (2013–Present); San Bernardino Hoarder Task Force, Legal Counsel (2013–Present); City of San Bernardino Crime-Free Housing Program, Legal Counsel (2013–Present); County of San Bernardino Crime-Free Housing Program (2013–Present).

Bar Admissions: State Bar of California (2010–Present); Supreme Court of California (2010–Present); United States Court of Appeals, Ninth Circuit (2010–Present); United States District Court for the Central, Southern, Northern, and Eastern Districts of California (2010–Present).

Awards: University of La Verne College of Law 2013 Keynote Speaker, Ranger Tab, Army Commendation Medal with Oak Leaf, National Defense Service Medal with Bronze Star, Global War on Terrorism Expeditionary Medal and Service Medal, Army Service Ribbon, Overseas Service Ribbon, and Combat Action Badge.

SILVER & WRIGHT LLP
Attorneys at Law
IRVINE | INLAND EMPIRE | SACRAMENTO

DANIEL J. PASEK
California Bar Number 295059
949-385-6431 | DPasek@SilverWrightLaw.com
3350 Shelby Street, Suite 250, Ontario, California 91764

LEGAL EXPERIENCE

SILVER & WRIGHT LLP — Ontario, California
Pitchess Attorney — 2015–Present
Drafted numerous legal documents including petitions, appeals, recording documents, and *Pitchess* oppositions. Provided legal counsel and assistance to municipal corporations throughout the State in the areas of Code Enforcement, *Pitchess* representation, criminal prosecution, and general administrative assistance. Assisted multiple municipal corporations in *Pitchess* defense including drafting oppositions, attending hearings, assisting in relevant disclosure, and obtaining numerous successful results requiring zero disclosure.

RIVERSIDE COUNTY COUNSEL — Riverside, California
Volunteer Attorney — 2015
Drafted litigation documents including complaints, verified answers, motions for prejudgment possession, notices of pendency of action (Lis Pendens), declarations, and discovery requests. Handled various municipal law cases including eminent domain, prompt payment statutes, and board of supervisor's appointment powers. Performed research on various issues, including discovery of case law authorizing municipalities to recover attorney fees in prompt payment dispute cases.

THOMSON REUTERS WESTLAW — Orange County, California
Document Acquisition Specialist & Court Wire Writer — 2014–2015
Researched, compiled, and summarized recent civil jury verdict and arbitration award cases submitted through the Orange County e-filings process and databases. Reviewed all filed complaints on a daily basis and summarizing the complaint allegations for upload to the Westlaw Court Wire, a daily journal provided to Westlaw subscribers.

LAMBDA LEGAL Los Angeles, California
Legal Extern 2013
Performed research for attorneys in different stages of litigation and assisted in drafting a successful motion for summary judgment in a public accommodation discrimination case. Communicated with prospective clients via Lambda's legal helpline. Researched prospective clients' issues. Drafted memoranda to decide whether representation would achieve Lambda's objectives.

UNIVERSITY OF LA VERNE COLLEGE OF LAW Ontario, California
Research Assistant to Law Professor Charles Doskow 2012–2013
Researched how Model Rule 5.4 came into being and whether the reasons for the rule are still valid given other countries' experience with non-lawyer ownership of legal firms. The research performed and the conclusions reached were used in a symposium presentation and accompanying article.

UNIVERSITY OF LA VERNE COLLEGE OF LAW Ontario, California
Research Assistant to Associate Dean Tiffany Graham 2012–2013
Performed a wide range of research that included due process, equal protection, the enabling clauses of the 13th-15th Amendments, and the Civil Rights Act. Drafted memorandum to help answer the hypothetical question of what would happen if Congress used its Section 5 power of the 14th Amendment to overturn individual state's mini DOMA laws. Research was later published in volume 65 of the Rutgers Law Review.

UNIVERSITY OF LA VERNE COLLEGE OF LAW Ontario, California
Research Assistant to Law Professor Victoria Haneman 2012
Researched and prepared memoranda on issues of tax law, in particular higher education deductions. Edited articles and ensured citation followed appropriate attribution rules. Fixed errors committed by other research assistants.

EDUCATION

UNIVERSITY OF FLORIDA LEVIN COLLEGE OF LAW Gainesville, Florida
Masters of Law in Taxation May 2014

UNIVERSITY OF LA VERNE COLLEGE OF LAW Ontario, California
Juris Doctor May 2013

Rank: Eighth in Class; Cum Laude; Dean's List.
Awards: Constitutional Law I, Constitutional Law II, Evidence, Advanced Evidence Practicum, Issues in Constitutional Law Seminar, Insurance Law.

Clubs: *University of La Verne Law Review*, Chief Articles Editor; Peer Mentoring; Faculty Curriculum Committee; American Constitutional Society; Delta Theta Phi International Law Fraternity.

CALIFORNIA STATE UNIVERSITY, FULLERTON (CSUF) Fullerton, California
Bachelor of Arts, Political Science May 2010

PUBLICATIONS

Daniel Pasek, *Love and War: An Argument For Extending Dependent Benefits to Same-Sex Partners of Military Service Members*, 6 HARV. L. & POL'Y REV. 459 (2012) (cited in 2013 U.S. S. Ct. Briefs LEXIS 1367; 2013 U.S. S. Ct. Briefs LEXIS 1373).

PROFESSIONAL ORGANIZATIONS, BAR ADMISSIONS, & AWARDS

Awards: ALI-CLE Award (formally ALI-ABA Award); Leo A. Deegan Inn of Court, Riverside, California; Sean McDonald Scholarship Recipient.

SILVER & WRIGHT LLP
Attorneys at Law
IRVINE | INLAND EMPIRE | SACRAMENTO

RUTHANN M. ELDER
California Bar Number 292296
949-529-5923 | RElder@SilverWrightLaw.com
3350 Shelby Street, Suite 250, Ontario, California 91764

LEGAL EXPERIENCE

SILVER & WRIGHT LLP — Ontario, California
Attorney — 2013–Present
Prosecuted and managed Red Light Camera program for City of Santa Ana; conducted trials for red light camera tickets; negotiated plea agreement with defense counsel for red light camera tickets. Provide *Pitchess* motion defense. Provided legal counsel and litigation services to municipal corporations for all areas of Code Enforcement, including Health and Safety Receiverships, nuisance abatement actions, and Drug Abatement Act actions, criminal actions, and administrative abatement. Drafted materials for litigation such as petitions, complaints, lis pendens, motions for the appointment of a receiver, preliminary injunctions, Anti-SLAPP motions, and attorneys' fees and cost recovery motions. Managed writs and appeals cases, including drafting Respondents' Briefs and Writ Petitions. Made Court appearances in civil and criminal litigation for law and motion procedures, administrative hearing appeals. Researched legal issues for clients, such as Code Enforcement issues, Section 1983 litigation, Drug Abatement Act, medical marijuana regulation, *Pitchess* motions, municipal police powers, and Health and Safety Code regulations, and general nuisance abatement.

CITY OF RIVERSIDE, OFFICE OF THE CITY ATTORNEY — Riverside, California
Certified Law Clerk — 2013
Drafted pleadings such as complaints, answers, and motions, including motions for the appointment of a receiver and other code enforcement litigation documents. Researched legal issues such as the retroactivity of land use ordinances.
Discussed legal principles and decision making factors with the judge. Observed trials, hearings, and settlement conferences. Ascertained the practical aspects of how to effectively advocate in court. Revised the City's CEQA Guidelines Resolution.

COUNTY OF ORANGE, OFFICE OF THE COUNTY COUNSEL — Santa Ana, California
Legal Intern — 2012
Assisted Advisory Attorneys with research on legal issues, such as park ordinances, lease terms, and Board of Supervisors resolutions. Accompanied Litigation Attorneys to court appearances for hearings and trials.

EDUCATION

UNIVERSITY OF LA VERNE, COLLEGE OF LAW (ULV) Ontario, California
Juris Doctorate May 2010
Rank: Third in Class; Magna Cum Laude; Dean's List; Full Tuition Scholarship.
Clubs: Law Review, Senior Articles Editor (2012–2013), Staff Editor (2011–2012); Delta Theta Phi International Law Fraternity.

OTTERBEIN COLLEGE Westerville, Ohio
Bachelor of Arts, Music June 2010
Rank: Magna Cum Laude

PROFESSIONAL ORGANIZATIONS, BAR ADMISSIONS, & SKILLS

Organizations: Leo A. Deegan Inn of Court (2015–Present); Riverside County Bar Association (2014–Present); Municipal Law Handbook Committee, California League of Cities, 2016 Edition.

Bar Admissions: State Bar of California (2014–Present); United States District Court for the Central, Northern, and Eastern Districts of California (2014–Present).

Skills & Training: Notary Public, California, Commission No. 2048801, expires November 12, 2017; Mediation, 40 hours, June 2011, met requirements under California Dispute Resolution Programs Act.

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 3. Silver & Wright, LLP				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	5	50	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	6	90	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	7	70	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	7	35	
			TOTAL		

GENERAL NOTES:
Newer Firm 2013, Good References

NAME: _____ TITLE: _____ DATE: _____

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM: SILVER & WRIGHT, LLP

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	7	10	RELATIVELY NEW FIRM (2013) WITH QUALIFIED ATTORNEYS TO HANDLE THE LEGAL SERVICES REQUESTED.
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	8	120	ATTORNEYS APPEAR TO BE KNOWLEDGABLE ABUT THE LEGAL SERVICES REQUESTED.
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	7	70	DEMONSTRATED KNOWLEDGE OF LEGAL SERVICES REQUESTED AND ABILITY TO HANDLE.
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6	30	REF ACROSS THE STATE FOR DIFFERENT SIZED AGENCIES.
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: LT. DATE: 11-4-15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 3. Silver & Wright, LLP				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	10		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	7		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	0		
			TOTAL		

GENERAL NOTES:

NAME: [signature] TITLE: SERGEANT DATE: 11-18-15

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LCW LIEBERT CASSIDY WHITMORE

2 WEST CENTURY BOULEVARD,
5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
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550 WEST "C" STREET,
SUITE 620
SAN DIEGO, CALIFORNIA 92101
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980 9TH STREET,
16TH FLOOR
SACRAMENTO, CALIFORNIA 95814
T: (916) 917-5178
F: (916) 588-1198

Liebert Cassidy Whitmore Proposal in Response to: The City of Banning Police Department RFP – Legal Representation for Pitchess Motions and Legal Advice Pertaining to Situations Involving "Use of Force"

LCW LIEBERT CASSIDY WHITMORE

6033 WEST CENTURY BOULEVARD, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
T: 310.981.2000 F: 310.337.0837

stiedemann@lcwlegal.com
310.981.2022

October 23, 2015

OCT 26 2015
City Clerk's Office

VIA FEDERAL EXPRESS

Lt. Phil Holder
c/o The Office of the City Clerk
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Re: ***Liebert Cassidy Whitmore Response to The City of Banning Police Department RFP - Legal Representation for Pitchess Motions and Legal Advice Pertaining to Situations Involving "Use of Force"***

Dear Lt. Holder:

Thank you for the opportunity to submit information regarding our expertise on *Pitchess* and Use of Force matters. We welcome the opportunity to provide these services to the City of Banning.

Liebert Cassidy Whitmore has represented public safety departments and their command staff for more than 35 years. We provide advice, counsel and representation to chiefs and their executives on a daily basis. We understand and accommodate the emergency nature of law enforcement related employee relations by being readily available to assist in addressing issues of administrative leave, administrative/criminal investigations, and investigative methodology and strategic planning.

A growing firm with 84 attorneys in five offices, LCW has the resources to tackle both large and varied assignments. We are proud of the depth of experience, varied personalities, and diversity of skills our firm offers our clients. Last year these clients included 71% of California's cities and 86% of counties. The attorneys with whom you will work are experts in and knowledgeable about public sector agencies, and more specifically, those agencies' law enforcement departments.

We have identified a stellar team of attorneys to assist the City, led by Partner Geoff Sheldon. We recommend that Geoff be the day to day contact for the City. A member of both our Litigation and Public Safety practice group Executive Committees, Geoff's practice is dedicated to these two areas. We've also included the following attorneys for your team: Partner Scott Tiedemann, Of Counsel Stefanie Vaudreuil, and Associates Paul Knothe, James Oldendorf, Jennifer Rosner and Leighton Henderson. With the exception of Stefanie, who works from our San Diego office, all team members work from our Los Angeles office.

This team regularly represents agencies in *Pitchess* Motions and provides advice pertaining to situations regarding Use of Force.

We have reviewed the Sample Agreement and respectfully request the following changes:

5.3 Indemnification.....and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property,

losses, costs, penalties, obligations, errors, omissions or liabilities ~~whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity~~ arising out of or in connection with the negligent performance of work....

b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such ~~claims or~~ liabilities arising out of or in connection with...

As the President/Managing Partner, I am authorized to bind our firm to the enclosed proposal. We would welcome the opportunity to assist the City in these matters. If we can provide additional information, or if you would like to interview any of our attorneys, please do not hesitate to contact me (310-981-2022 or stiedemann@lcwlegal.com) or Geoff Sheldon (310-981-2000 or gsheldon@lcwlegal.com) directly.

Very truly yours,

LIEBERT CASSIDY WHITMORE

J. Scott Tiedemann
President/Managing Partner

JST:csw

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Attorney Bios ..... Tab 2

Certificates of Good Standing ..... Tab 3

Company Profile

Liebert Cassidy Whitmore has had the privilege of representing public safety agencies for 35 years, proudly earning the trust and respect of several generations of police chiefs and sheriffs. We appreciate the emergency nature of employment issues in the public safety context. Our attorneys are always available to provide prompt and expert consultation on issues from administrative leave to interrogations to discipline.

Our firm understands the unique issues and responsibilities facing police departments. Our attorneys are well versed in evaluating the appropriateness of police tactics and uses of force (both lethal and non-lethal), internal affairs investigations, responding to a critical incident, the training standards set for peace officers by POST, the Public Safety Officers Procedural Bill of Rights Act (POBRA), the *Pitchess* procedures for discovery of confidential peace officer personnel information, Brady material issues that arise, and the overall nature and culture of law enforcement employment. A significant percentage of the litigation handled by Liebert Cassidy Whitmore involves law enforcement agencies. A major factor in our firm's success in police employment litigation is that on a daily basis, Liebert Cassidy Whitmore provides advice, counsel and representation to public agencies regarding a variety of issues that impact professional law enforcement administrators.

We are our law enforcement agency client's trusted advisors. We provide advice and counsel to law enforcement agencies on a myriad of personnel issues, including but not limited to: measuring an officer's behavior against existing department standards, such as a use of force or conduct unbecoming policy; we are consulted about policy decisions around updates to use of force policies, and whether a citizen review board should be implemented to review uses of force; we advise and help conduct internal affairs investigations into officers; we advise on *Pitchess* and Brady issues; and we assist with responding to critical incidents like officer-involved shootings to ensure that a personnel investigation that is POBRA compliant is initiated. We also regularly handle discipline hearings involving police misconduct, including alleged excessive uses of force. This discipline hearing work has included several high-profile matters such as the fatal shooting by a BART police officer of a BART rider [and the fatal beating of a homeless, mentally ill individual]. We also consult with our clients when officer- involved shootings occur and provide advice and counsel regarding the investigative process to insure the personnel investigation is proper and compliant with the POBR.

We welcome the opportunity to provide *Pitchess* defense services and Use of Force advice and counsel to the City and believe it would benefit from the depth of experience our firm offers. Members of our Public Safety Practice Group handle *Pitchess* Motions for multiple law enforcement agencies. Clients value our cost-effective and thorough advocacy in support of the confidentiality of peace officer personnel records. Our Firm co-authored the California Public Employment Relations (CPER) Pocket Guide to the Public Safety Officers Procedural Bill of Rights Act, which includes a chapter on the subject of peace officer personnel records. We recently also authored an amicus brief and argued at the California Supreme Court in support of peace officer privacy in the *Long Beach Police Officers Association* case.

Our expertise in litigation in the public sector is unmatched, giving us the ability to take on cases with minimal lead time and that involve complex matters. Our attorneys have experience in all aspects of administrative hearings and arbitrations and regularly prepare for and go to trial, arbitration and hearing. We are experts in all phases of litigation in both federal and state courts: pleading, discovery, motion practice, alternative dispute resolution, settlement and trial. We are also experts in post-trial proceedings, handling appeals from adverse judgments, developing defense strategies, and conducting peer reviews. We are also experienced appellate lawyers.

Members of the firm, including those identified in this proposal, have handled hundreds of *Pitchess* motions. We regularly provide advice to Chiefs, Sheriffs and their command staff regarding use of force incidents, including its application in officer discipline, policies, procedures, internal investigations and litigation. The firm has also defended agencies against allegations of excessive force, false arrest, and other civil rights violations.

We commit to provide the City with superior service, timely and efficient work product, and professional people with whom to work. We make it a priority that our clients have prompt, quality answers to their questions throughout the process. We also strive to work as efficiently as possible to minimize the costs to our clients.

We have offices in Los Angeles, San Francisco, Fresno, San Diego and Sacramento and have 84 attorneys, 4 paralegals, and a litigation support specialist on staff. We also have a Litigation Manager who assists firm litigators with litigation support at no additional cost to our clients.

In addition to our Firm Resume, we have also enclosed a certificate of good standing from the Secretary of State as well as screen shots from the State Bar of California for all proposed attorneys for your reference.

Organization and Staffing

We are proud of the depth of experience, variety of personalities, and diversity of skills that our firm offers our clients. The members of the firm with whom you will work are experts in and knowledgeable about the latest issues affecting law enforcement departments.

Our team provides advice daily to Chiefs and Sheriffs across the state. We represent these agencies in hundreds of discipline matters involving alleged unreasonable or excessive use of force and we thus have a deep understanding of these policies. From this personnel-related perspective, we provide advice that is objective and focused on long-term solutions for the agency.

Our Firm has a broad bench of experienced litigators who are unparalleled experts in all aspects of *Pitchess* Motions. Our attorneys regularly defend against *Pitchess* discovery requests in criminal, civil and administrative matters, and our expertise has resulted in limited intrusion into peace officer personnel files. Our strategy for opposing motions includes a careful review and analysis of each *Pitchess* motion to determine if there is good cause for the requested production and/or whether the scope of the request is overbroad. We then work with the department to prepare a strong written opposition to the motion, make sure the custodian of records is prepared, that notices are provided to the affected officers, and we do everything we can to make sure the motions are heard in an expeditious manner as possible. Because of our experience, we are uniquely proficient and cost effective in preparing opposition papers. For many clients, an opposition can be prepared in less than five hours, which saves costs.

The second, no less critical, step of the process is the motion hearing. We aggressively advocate to prevent, or limit, any disclosure of confidential information. Collectively, we have handled many hundreds of such hearings. We are generally successful at prevailing at or limiting the scope of the motion. In situations where the judge does order disclosure, we make every effort to limit the request as to what the defendant (or civil or administrative litigant) can recover from the peace officer's personnel file.

For the City of Banning we recommend partner Geoff Sheldon as the lead attorney and primary contact for the City. We have also included partner Scott Tiedemann on the team. Scott can be an asset to the City in terms of Use of Force, *Pitchess* and related advice and counsel and as a back up to Geoff

should the City need immediate assistance and Geoff not be available. We also include lower billing attorneys experienced in these matters as a way to keep costs down for the City. These include of counsel Stefanie Vaudreuil, associates Paul Knothe, James Oldendorph, Jennifer Rosner and Leighton Henderson. Brief bios are below and full resumes are enclosed.



Geoff Sheldon, Partner, Los Angeles Office

Length of employment at LCW: 15 years

Specialization: Public Safety Employment Law, Investigations, Litigation Services, , Wage and Hour

Legal training: JD, Southwestern Law School

Date of admittance to California Bar: 12/10/1996 (Bar #185560)

Years of practice: 18.5

We recommend that Geoff serve as the primary day to day contact with the Department.

Geoff is a member of the Firm's Public Safety Practice Group and Litigation and Administrative Hearing Practice Group Executive Committees. Geoff is a co-editor of several of the firm's newsletters, including the Briefing Room newsletter that serves the firm's law enforcement clients.

Geoff has personally handled or supervised other attorneys on approximately 100 *Pitchess* motions. Geoff also has an extensive record handling police officer administrative matters, and he regularly provides advice and counsel to departments on police personnel matters, including use of force incidents.

Geoff is an accomplished litigator, and he regularly represents police departments in litigation. For example, Geoff routinely represents employers and individual managers/supervisors alike in collective and class actions under the Fair Labor Standards Act and the California Labor Code, alleged violations of Title VII, the Fair Employment and Housing Act, the Americans with Disabilities Act, the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, the California and United States Constitutions, the Peace Officers Bill of Rights Act, the Firefighters Bill of Rights Act, writs of mandamus and other Superior Court writs, injunctions and other wrongful discharge actions.

Geoff has been acknowledged as an accomplished practitioner by others in the legal profession. In June 2015, for example, the Los Angeles and San Francisco Daily Journal named Geoff as one of the State's top 75 Labor and Employment Attorneys.

Recent Litigation Experience:

Berndt et al v. City of Los Angeles et al. (2015) - Approximately 20 Police officers employed by the City of Los Angeles' Police Department (LAPD) filed a lawsuit in federal court alleging various wage and hour violations under the Fair Labor Standards Act (FLSA) and provisions of state law. After the trial court granted the City's motion to dismiss, the only remaining claims were allegations that (1) the City's policy of paying police officers with compensatory time off

(CTO) for non-FLSA hours worked violated the FLSA, and (2) the City should have paid overtime to the plaintiffs using a 40-hour overtime threshold for a seven-day period rather than the 171-hour overtime threshold for a 28-day period that the City adopted pursuant to the FLSA's section 207(k) (also known as the 7(k) exemption). Regarding the 7(k) exemption, the plaintiffs argued they did not qualify for the exemption because they were purportedly no longer performing "law enforcement activities" when they were assigned to do administrative work pending internal investigations. The City successfully moved for summary judgment on both FLSA claim, and the plaintiffs appealed. The Ninth Circuit affirmed the District Court's decision and held that the FLSA regulations expressly permit employers to compensate employees with CTO for "non-FLSA" overtime, and the Ninth Circuit also agreed that the City properly established the 7(k) exemption and that the police officers did not present sufficient evidence to demonstrate that it did not apply to any of them individually. Geoff argued the City's case to the Ninth Circuit Court of Appeals.

County of Los Angeles v. Association for Los Angeles Deputy Sheriffs, et al. (2015) - Successfully represented the County in a case where after entering into MOUs, two public safety unions filed "class" grievances on behalf of approximately 10,000 current or former employees seeking MOU overtime pay for "donning and doffing" activities, as well as overtime for "off-the-clock" supervisory activities. After the County's Employee Relations Commission granted the unions' request for class arbitration, the County and its Sheriff's Department sued the Commission and the two unions for declaratory relief, injunctive relief and a writ of mandate. The unions, in turn, filed a cross-complaint seeking to litigate their 10,000 members' contractual overtime claims in a class action venued in Superior Court. Ultimately, the Court of Appeal issued a published opinion siding with the County/Sheriff's Department, i.e., the Court of Appeal held that since the parties never contracted for "class" arbitration the only way the various overtime claims could be pursued was in individual arbitrations.

Police Officer v. City (2014) - Prevailed in a police officer's appeal of his dismissal for dishonesty. The officer in question was hired by the City in 2006 as a lateral from another agency. In 2012, the City's Chief of Police received a "Brady letter" from the U.S. Department of Justice advising that the Department of Justice had learned that in 2003 the officer, while employed by another agency, had been involved in a conspiracy to plant narcotics on suspects. The City's Police Department conducted an internal investigation and terminated the officer for dishonesty because he had not been truthful about the incident on his application materials. A neutral arbitrator sustained the termination and the City Manager adopted the arbitrator's findings as his own. The City then prevailed after the officer challenged the termination in Superior Court.

Police Officer v. City (2014) - Police officer was terminated for excessive use of force. After an arbitrator reduced the discipline for the use of force charge, the officer was found psychologically unfit for duty and terminated after he refused to transfer to a non-sworn position as a reasonable accommodation. The termination was sustained at arbitration and also at Superior Court when the officer attempted to challenge the termination.

Police Officer v. City (2013) - An arbitrator upheld the termination of a police officer for, among other things, dishonesty, neglect of duty and failure to comply with Departmental orders.

Police Officer v. City (2012) - In a police officer discipline appeal hearing, a police department prevailed against a police sergeant who appealed his demotion to the rank of police officer. The officer in question had been a Sergeant for approximately 12 years. He had received a number of commendations, good performance ratings and was a selected as one of three

supervisors to lead his department's SWAT team. However, the sergeant's performance had slipped. He received two reprimands for failing to exercise good judgment in the line of duty, and then on March 17, 2011, he threatened and then assaulted a subordinate who had given him a "hard foul" during a pick-up basketball game involving SWAT team members. While he was under administrative investigation for that incident, he was discovered running one of his city's automatic red light cameras while giving the camera "the bird."

Association for Los Angeles Deputy Sheriffs, et al. v. County of Los Angeles, et al. (2012) - Handled a Fair Labor Standards Act collective/class action case where the U.S. District Court granted a County law enforcement employer's summary judgment motion. The lawsuit involved the "donning and doffing" claims of approximately 3,000 deputy sheriffs in two different, yet consolidated, collective action lawsuits filed against the County and its Sheriff. The district court also granted the County's motion to decertify the remaining "off-the-clock" work claims. The district court's rulings effectively ended two large collective/class action lawsuits after several years of litigation.

Petersen Law Firm v. City of Los Angeles (2009 and 2013) - The City and individual defendants prevailed on Anti-SLAPP motion in a case challenging investigation of police officers. After the matter was remanded, the trial court reconsidered the City's motion for attorney's fees and ruled that the City was entitled to recover the entire amount of attorney's fees and costs it requested.

Maciel v. City of Los Angeles (2008) - Plaintiff sued for violations of the Fair Labor Standards Act alleging he was entitled to overtime pay for: (1) time spent "donning" and doffing" his police uniform; and (2) various "off-the-clock" tasks performed pre-shift, post-shift and during unpaid meal periods. A federal District Court found in favor of the City on all claims after a seven-day bench trial.



Scott Tiedemann, Managing Partner,
Los Angeles Office

Length of employment at LCW: 15 years

Specialization: Public Safety, Employment Law, Investigations, Labor Relations, Litigation Services,

Legal training: JD, Loyola Marymount University School of Law

Date of admittance to California Bar: 12/12/1995 (Bar #180456)

Years of practice: 19.5

Scott Tiedemann is the firm's Managing Partner. Scott is leading advocate for, and trusted advisor to public safety agencies across California. He is called upon in high profile cases to advise public safety executives regarding how to conduct complex investigations, including how to manage media relations and navigate the procedural complexities of the Public Safety Officers and Procedural Bill of Rights. He has earned a reputation for successfully prosecuting many difficult cases involving allegations ranging from excessive force to sexual abuse to fraud. Scott has prevailed in multiple published appellate cases that have helped public safety

employers more effectively manage their employees.

Scott is currently prosecuting the termination appeals of multiple officers terminated in connection with an internationally renowned incident of excessive force resulting in the death of a citizen.

Litigation Experience:

Ferguson v. City of Cathedral City (2011) - The Court of Appeal upheld termination of a police officer for solicitation of prostitution after the officer declared an earlier settlement agreement with the City "null and void" under which he had been suspended without pay. The Court of Appeal also held that the City did not violate the officer's Skelly rights when the officer, who claimed to be unable to be able to drive the City for a Skelly meeting, was terminated without a Skelly meeting after he did not avail himself of various accommodations offered to him by the City to enable him to exercise his Skelly rights.

Thompson v. City of Monrovia (2010) - The Court of Appeal affirmed summary judgment in this alleged retaliation and harassment case brought by a Caucasian police officer based on alleged discriminatory treatment towards his African-American co-worker. Specifically, the officer claimed he was retaliated against for reporting alleged discriminatory treatment of his African-American co-worker and for testifying on the co-worker's behalf in a separate lawsuit brought by the co-worker. The officer also alleged the City failed to investigate the alleged harassment and retaliation. In a lengthy opinion, the Court of Appeal decisively rejected all of the officer's arguments. Key in the court's analysis was the long and well documented history of the officer's performance issues. On the harassment and hostile environment claims, the Court concluded that a Caucasian officer can premise these causes of action based on an association with or advocacy on behalf of another officer's protected classification but must show he was personally subjected to unwanted racial comments as a result of the association or advocacy and also, that the conduct was severe and pervasive, which the officer failed to so in this case.

Lopez v. Imperial County Sheriff's Office (2008) - Two correctional officers appealed a Personnel Board ruling upholding their terminations based upon a tie vote by the Board. The correctional officers argued that their terminations should be overturned on a tie vote. The Appellate Court rejected that position affirming the trial court's ruling that the terminations were not to be overturned but the officers were to receive a new hearing.

Benach v. County of Los Angeles (2007) - The California Court of Appeal held that removing a deputy sheriff from his special assignment as a pilot "without a concomitant loss of rank or pay" is not a punitive action which entitles the deputy sheriff to an administrative appeal under the Public Safety Officers Procedural Bill of Rights Act.

Tackett v. County of Imperial (2007) - Summary judgment was awarded in this lawsuit brought by a Sheriff Deputy claiming retaliation and race discrimination.



Stefanie Vaudreuil, Of Counsel, San Diego Office

Length of employment at LCW: 3 years

Specialization: Public Safety, Employment Law, Investigations, Labor Relations, Litigation Services,

Legal training: JD, Whittier Law School

Date of admittance to California Bar: 12/5/2000 (Bar # 210664)

Years of practice: 14.5

Stefanie is currently representing agencies in both *Pitchess* Motion hearings and a litigation matter involving alleged civil rights violations including use of force, false arrest, and false imprisonment. Prior to joining the firm, she provided civil rights litigation representation for the Orange County Sherriff's Department.

An experienced litigator, Stefanie represents public agencies at administrative hearings for employee discipline appeals and employee grievances arising out of bargaining agreements. She also represents public agencies in state and federal courts at all phases of litigation from initial pleadings through appeal. Stefanie has obtained favorable results through negotiated settlements, dismissal at the initial pleading stage, summary judgment, trial, and appeal. Stefanie has successfully argued before the California State Court of Appeal.

Litigation Experience (at LCW):

Firefighter/Paramedic v. City (2015) - Administrative law judge upheld termination of two paramedic/firefighters who provided inadequate care to multiple patients.

South Pasadena Police Officers Assn. v. City of South Pasadena (2015) - California Court of Appeal upheld judgment in favor of the City upon labor unions' petition for a writ of mandate to compel the City to revoke its change in contributions to retiree medical insurance. The Court found no violation of the U.S. or California Constitutions when, after exhausting meet and confer processes, the City unilaterally imposed a change in the City's contribution to the retiree medical insurance for current employees. The Court held the MOU's promise of retiree medical contributions was only binding until the expiration of the MOU. Employees who did not retire during the term of the MOU had no vested right to any level of City contributions to retiree medical after the MOU expired and another MOU entered into or an imposition of terms and conditions of employment after impasse.

McCurdy v. Western University of Health Care Sciences et al. (2015) - Plaintiff Jullie McCurdy sued the University for alleged violations of the California Fair Employment and Housing Act (FEHA). In June 2013, plaintiff was terminated from her employment due to poor performance. Subsequently, she filed the lawsuit alleging she was discriminated against because of a disability and race and harassed because of a disability. The University submitted a motion for summary judgment, or in the alternative summary adjudication, which was granted in its entirety by the Los Angeles County Superior Court. The court determined that the University met its burden of proving it had legitimate, nondiscriminatory reasons for terminating plaintiff's employment and that plaintiff had no evidence to prove she was discriminated against or harassed. Judgment was entered in favor of the University.



James Oldendorph, Associate, Los Angeles Office

Length of employment at LCW: 7 years

Specialization: Public Safety, Employment Law, Litigation Services, Retirement and Disability, Wage and Hour

Legal training: JD, Southwestern Law School

Date of admittance to California Bar: 5/26/2004 (Bar #230556)

Years of practice: 11.5

James regularly represents agencies in *Pitchess* Motion Hearings. The City of Monterey Park has him handle their *Pitchess* Motion matters, but he has also assists other police departments as well. He has handled approximately 40 such hearings in his career. Additionally, he is currently working with Stefanie Vaudreuil in a use of force litigation matter.

James has extensive litigation experience, including case evaluations, litigation planning and strategy, initial and responsive pleadings, discovery, law and motion practice, trial preparation, settlement negotiations, mediations and arbitrations in State Court and Federal Court matters and before administrative agencies. James represents employers and individual managers/supervisors in cases involving alleged violations of Title VII, the Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Peace Officers Bill of Rights Act, the Firefighters Bill of Rights Act, and collective and class actions under the Fair Labor Standards Act and the California Labor Code, as well as injunctions and other wrongful discharge actions.

Litigation Experience:

Deputy Sheriff v. Sheriff's Department (2013) - Deputy Sheriff was terminated based on his failure to perform his basic job duties as a Deputy Sheriff assigned to a jail and for falsifying Sheriff's Department documents. The Deputy was terminated for leaving his designated module area unattended and failing to obtain proper relief by his shift partners. During the periods of absence, the Deputy's module area containing inmate jail cells was left unattended and unmonitored. The Deputy falsified logs to make it appear as if he had monitored his assigned jail cells. The Appellant denied some of the factual allegations, and claimed that the Police Chief's punishment was too harsh. The County's Civil Service Commission rejected the former Deputy's arguments and upheld the termination.

Deputy Sheriff v. Sheriff's Department (2011) - Deputy Sheriff was terminated based on his failure to perform his basic job duties as a Deputy Sheriff assigned to Men's Central Jail and for falsifying Sheriff's Department documents. The Deputy was assigned to Men's Central Jail and was terminated for inappropriately accessing or hacking into the Sheriff's Department's computer system in order to create bar code "cheat sheets" which he and his fellow Deputies and Custody Assistants could use in lieu of conducting their required physical checks on the inmates in their cells. The Appellant admitted to the misconduct, but asserted that the Police Chief's level of discipline was too harsh. The Civil Service Commission rejected the former Deputy's arguments and upheld the termination.

Brotherhood of Locomotive Engineers and Trainmen, a Division of the Rail Conference, International Brotherhood of Teamsters; Glenn William Steele v. Southern California Regional Rail Authority, d/b/a Metrolink (2011) - the Los Angeles County Superior Court ruled that Metrolink's installation and operation of an audio and video monitoring system in the cabs of Metrolink locomotives did not violate the locomotive engineers' privacy rights, due process rights, and that the actions were not preempted by state law. The union for the engineers that operate the locomotives, and one individual engineer, had sued Metrolink seeking declaratory and injunctive relief, arguing that the engineers had a reasonable expectation of privacy in the cabs of the locomotives, and that Metrolink's monitoring system violated their procedural and substantive due process rights. They also claimed that the installation of the cameras and the policy adopted to govern their use were preempted by state law. The Court granted Metrolink's motion for summary judgment on all of Plaintiffs' causes of action, finding that there were no issues of material fact warranting trial. This ruling resulted in a victory for Metrolink on all claims.



Paul Knothe, Associate, Los Angeles Office

Length of employment at LCW: 3 years

Specialization: Public Safety, Employment Law, Labor Relations, Litigation Services, Wage and Hour

Legal training: JD, Georgetown University Law Center

Date of admittance to California Bar: 12/4/2007 (Bar #254011)

Years of practice: 7.5 years

Paul is currently assisting Scott Tiedemann in the prosecution of termination appeals of multiple officers terminated in connection with an internationally renowned incident of excessive force resulting in the death of a citizen. He is an experienced litigator and his practice includes matters in state and federal courts, including appellate courts pertaining to alleged discrimination and retaliation, wage-hour issues, and issues surrounding collectively bargained memoranda of understanding; handling all aspects of litigation, from case assessment and pre-trial motion practice, through all forms of discovery proceedings, and settlement, to trial. Paul has litigated both class-action and single or multi-plaintiff employment matters. Paul has extensive experience in handling employment litigation, grievance arbitrations, administrative hearings, and providing day-to-day legal counsel to clients.

Litigation Experience:

Association for Los Angeles Deputy Sheriffs v. County of Los Angeles (2015) - Published Court of Appeal decision holding that deputy sheriffs' associations that were parties to five MOUs providing for individual arbitration of wage/hour disputes could not combine claims and proceed instead in court in interest of "judicial efficiency." This opinion arose out of the same matter as *Los Angeles County v. Los Angeles County Employee Relations Commission* (see below).

Romero v. City of Barstow; City of Barstow v. Barstow Police Officers Association (2015) - Defeated a petition for writ of mandate and obtained an order confirming arbitration award where terminated police officer claimed that he was entitled to judicial review of binding

arbitration award under the POBR and Constitutional due process.



Jennifer Rosner, Associate, Los Angeles Office

Length of employment at LCW: 9 years

Specialization: Public Safety, Employment Law, Litigation Services, Retirement and Disability, Wage and Hour

Legal training: JD, Loyola Marymount University School of Law

Date of admittance to California Bar: 12/3/2003 (Bar #227676)

Years of practice: 11.5

Jennifer is a prolific litigator with an extensive background in lawsuits involving discrimination, harassment and retaliation, as well as disciplinary and due process issues. Jennifer has handled over 30 *Pitchess* motions and regularly advises several police departments. As a litigator, Jennifer has considerable experience with law enforcement issues, including the Public Safety Officers Procedural Bill of Rights Act, and in defending law enforcement agencies in officer discipline, Section 1983 claims and *Pitchess* Motion hearings. She has tried law enforcement lawsuits to verdict and/or judgment in state and federal court in cases involving claims for retaliation for exercising freedom of speech rights and union activities under 42 U.S.C. Section 1983 and false imprisonment. In one of her recent trials, Jennifer obtained a non-suit after nine-day jury trial involving a police officer who alleged numerous tort causes of action.

Litigation Experience:

Neely Nakamura v. City of Riverside Police Department, et al. (2013) - Successfully defended the City of Riverside and seven individual defendants, from demurrer through trial and the final non-suit, in a case where a police officer alleged eight causes of action. After 2 demurrers, which resulted in the dismissal of 4 of the individual defendants and 3 causes of action, Plaintiff's Third Amended Complaint alleged claims for: 1) Unlawful Search and Seizure; 2) Violation of the Public Safety Officer's Procedural Bill of Rights; 3) False Imprisonment; 4) Conversion; and 5) Violation of 42 U.S.C. section 1983. The Court granted summary adjudication as to all of Plaintiff's causes of action except the third cause of cause of action for false imprisonment against the City and the three individual defendants. The Court granted non-suit as to this cause of action after a nine day jury trial.

Jorge Castaneda v. County Of Orange (2012) - The Court of Appeal held that former Deputy Juvenile Correctional Officer Jorge Castaneda's only means for challenging the outcome of binding arbitration concerning his termination from employment was based on a petition pursuant to Code of Civil Procedure Section 1285, also known as the California Arbitration Act. Appellant's failure to do so was fatal to his appeal and the termination was upheld.

Kansaku v. Hermosa Beach (2012) - In this litigation, the City of Hermosa Beach prevailed in a dispute about a police officer's right to an administrative appeal under Government Code Section 3304(b) both in the trial court by way of summary judgment and in the Appellate Court where Melanie Poturica presented the oral argument.

Sellan, et al. v. Savelli, et al (2011) - On March 13, 2009, Plaintiffs Scott Kansaku, Donovan Sellan and David Bohacik filed a lawsuit against the City of Hermosa Beach, the Hermosa Beach Police Department Stephen Burrell, Gregory Savelli, Thomas Bohlin and Thomas Eckert. Plaintiffs alleged two causes of action under the Public Safety Officers Procedural Bill of Rights. ("POBR") and a third cause of action under 42 U.S.C. section 1983. Defendants removed the lawsuit to federal court. Following motions to dismiss, the individual defendants and the third cause of action were dismissed from the lawsuit. The lawsuit was then remanded back to the Superior Court for adjudication of the remaining state law claims. On August 10, 2010, the Court granted summary judgment against Plaintiff Scott Kansaku. The Court found that Defendants did not violate Plaintiff Kansaku's rights under the POBR.

Ramirez v. City of Hermosa Beach (2009) - Prevailed in an eight day jury trial which involved a section 1983/First Amendment/retaliation claim brought by a police officer naming the City, the Police Chief and various members of the command staff as individual defendants. The City was dismissed from Plaintiff's First Amendment claim prior to the jury trial. The jury returned with a verdict in favor of the individual Defendants. Specifically, the jury found that the individual Defendants did not retaliate against the officer based upon his First Amendment speech and/or activities as a member of the Hermosa Beach Police Officers Association.

Leighton Davis Henderson, Associate, Los Angeles Office



Length of employment at LCW: 3 years

Specialization: Public Safety, Employment Law, Litigation Services,

Legal training: JD, University of California, Hastings College of Law

Scholastic honors and professional affiliations:

Date of admittance to California Bar: 12/9/2011 (Bar #281123)

Years of practice: 3.5

Leighton primarily works as a litigator, representing public safety agencies, cities, and counties at all levels of the litigation process, including administrative hearings and grievance arbitrations, trial, and appeal. Most recently, Leighton successfully represented a police department in a police officer's appeal of his suspension, and secured the dismissal of two individual defendants (City employees) in a federal retaliation lawsuit. She recently defended a department against an overly-broad *Pitchess* Motion and was successful in substantially narrowing the records to be produced. Leighton has litigated actions brought under the Fair Employment and Housing Act, Title VII, the Uniformed Services Employment and Reemployment Act, the United States Constitution, and the Civil Rights Acts of 1866 and 1871. Leighton also works closely with her clients in order to help them avoid litigation, providing ongoing advice and counsel on a variety of personnel issues, including investigations into suspected employee misconduct, discipline, and compliance with the POBR, FBOR, and state and federal leave laws. Leighton is also a co-editor of several of the firm's newsletters, including the Briefing Room newsletter that serves the firm's law enforcement clients.

Litigation Experience:

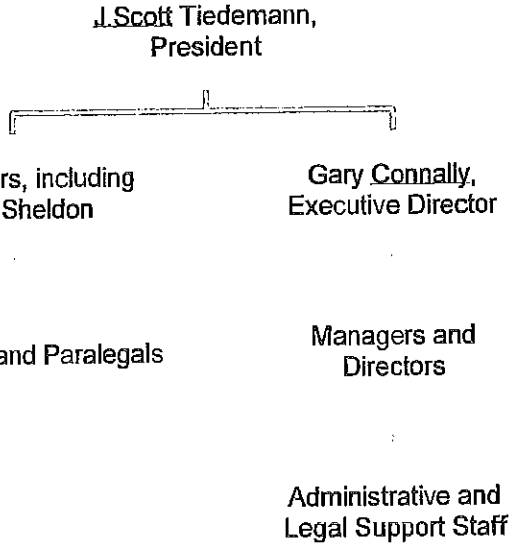
Police Officer v. City (2015) - Personnel Hearing Board upheld suspension of police officer for failure to comply with Departmental orders.

Police v. City and Individual Defendants (ongoing) - Federal district court granted motion to dismiss with prejudice, resulting in two individual defendants being dismissed from the lawsuit.

In addition to our litigators, we are very proud to have a Litigation Manager as part of our Management Team at the firm. She brings her experience and perspective of managing litigation to our firm, where she works closely with the attorneys on compliance with litigation guidelines, budgeting and defense strategy.

Neither the firm or any of its attorneys have been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar.

Organizational Chart



Relevant Services and References

A significant percentage of the litigation and administrative hearings handled by Liebert Cassidy Whitmore involves law enforcement agencies and their officers. The firm has handled hundreds of *Pitchess* Motion hearings as well as trials in federal and state court. While we are experts in pre-trial procedures and successful advocates at trial, a significant factor in our firm's success in police employment litigation is that on a daily basis, Liebert Cassidy Whitmore provides advice, counsel and representation to law enforcement command staff regarding a variety of issues that impact professional law enforcement administrators. Our firm understands the unique issues and responsibilities facing police departments. Our attorneys are well versed in the Public Safety Officers Procedural Bill of Rights,

the *Pitchess* procedure for discovery of peace officer personnel information, and the nature and culture of law enforcement employment.

As noted previously, members of the firm defend against *Pitchess* discovery requests in criminal, civil and administrative matters. We conduct a careful review and analysis of each *Pitchess* motion. We work with the department to prepare a strong written opposition to the motion, making sure we do everything we can to ensure the motions are heard in an expeditious manner as possible. Because of our experience, we are uniquely proficient and cost effective in preparing opposition papers. For many clients, an opposition can be prepared in less than five hours, which saves costs.

In the motion hearing, we aggressively advocate to prevent, or limit disclosure of confidential information, and we are generally successful at prevailing at or limiting the scope of the motion. In situations where the judge does order disclosure, we make every effort to limit the request as to what the defendant (or civil or administrative litigant) can recover from the peace officer's personnel file.

In addition to our successes in *Pitchess* Motion Hearings, we are also successful in representing law enforcement agencies in litigation and administrative hearings. We include below several recent victories as they may give the City insight on the type of work we handle for our law enforcement clients:

- *Chamberlin v. City of Downey* (2015) – Successfully prosecuted a termination of a City police officer for dishonesty. The officer in question called in sick under false pretenses, and during the appeal hearing the officer alleged a medical condition was responsible for his dishonesty and he alleged several violations of POBR and Penal Code section 632. The firm is now handling the officer's petition for writ of administrative mandamus challenging the decision to uphold his termination.

- *BART v. BART POA* (2014) - Represented BART Police Department in a final and binding arbitration proceeding. Successfully upheld the termination of a police officer who had been terminated by the police chief after the police officer was shown to have exhibited excessive use of force that led to the death of a BART rider.

- *Perez v. City of Westminster Police Department* (2014) - In a bench trial, a police officer alleged that the City of Westminster Police Department violated the POBRA by not providing him with all the admonitions required under the POBRA for officers who are suspected of misconduct. The trial court ruled that the officer did not prevail in proving his case for, among other things, he had not established that the claimed POBRA violations were intentional or that he was damaged by the violations.

- *Alaniz v. City of Los Angeles; Mata v. City of Los Angeles* (2014) – Decertified two collective action of approximately 2,5000 current and former police officers claiming uncompensated overtime by showing that their claims were individualized.

- *Ellins v. City of Sierra Madre* (2014) –Successfully defended the City of Sierra Madre against a former police officer who was terminated for insubordination and improper use of the CLETS system.

- *BART v. BART POA* (2013) - Represented BART Police Department as first-chair in a final and binding arbitration proceeding. Successfully upheld the termination of a police officer who had been terminated by the police chief after it was discovered he had been

drinking while on duty, had recreationally used drugs with a neighbor, and was subsequently accused of rape by the neighbor the same evening he used drugs with her.

- *Siegmund v. County of Orange* (2011) – Deputy sheriffs alleged that the County underpaid them for overtime worked in violation of the Fair Labor Standards Act. In an unpublished opinion, the Ninth Circuit Court of Appeals affirmed summary judgment for the County, finding that the deputy sheriffs failed to show that any employee was paid less than the FLSA requires for any pay period.

- *Batts et al. v. City of Los Angeles, et al.* (2010) – Successfully defended the City of Los Angeles, the Los Angeles Police Department, Chief William Bratton, and other high-level Police Department command staff in a retaliation action brought by nine police department sergeants who alleged they had suffered adverse employment actions because of their participation in a wage and hour litigation against the City. The alleged adverse actions included disciplinary investigations, relief from duty, suspension, transfer, and denial of promotion. Plaintiffs attempted to bring the matter as a class action, but the Court dismissed the class allegations. Following depositions of each Plaintiff, of Chief Bratton, and some individual defendants, LCW brought nine summary judgment motions, one for each Plaintiff. The Court granted all the motions, resulting in a defense victory on all claims.

- *Farris v. County of Riverside* (2011) – 150 deputy sheriff plaintiffs filed lawsuit claiming unpaid FLSA overtime related to donning and doffing and off the clock claims. Once discovery commenced, approximately 60 plaintiffs withdrew from the case, and approximately 90 plaintiffs were left at the time of trial. Judgment was entered in favor of the County for FLSA retaliation claims following a jury trial, and judgment was entered in part for the County (and in part for Plaintiffs) regarding FLSA unpaid overtime claims.

Like the City, Liebert Cassidy Whitmore also utilizes Microsoft Office Suite and is well versed in Word. Additionally, the firm has both internet as well as an extranet established which facilitates the safe transfer of files electronically between the firm and the client. The extranet is especially useful if there are large documents that need to be transferred or if both the firm and the client need to work on the document together.

We've been honored to work with the City of Banning and welcome you to contact those in the City who are most familiar with our work.

In our last fiscal year, we provided legal services to more than half of California's cities and counties (249 cities and 40 counties) in addition to over 100 special districts. When you add in the clients we've done training for, we've provided services to 71% of California's cities and 86% of counties in the last fiscal year. Simply put, the representation of public sector agencies in labor and employment matters is what we do, and thanks to 35 plus years of experience, we excel at it.

We include below references for clients as requested. You are welcome to contact any of them. Following our references we include a representative sample of the 400+ clients we provided service for last year. We have provided use of force advice and/or *Pitchess* Hearing advice and representation for these clients.

City of Indio
Richard Twiss, Chief of Police
46800 Jackson Street
Indio, CA 92201
(760) 391-4057
rtwiss@indiopd.org

City of Fullerton
Dan Hughes, Chief of Police
237 West Commonwealth Avenue
Fullerton, CA 92832
(714) 738-6825
dhughes@fullertonpd.org

City of Irvine
Mike Hamil, Chief of Police
1 Civic Center Plaza, PO Box 19575
Irvine, CA 92623
(949) 724-7101
mhamil@ci.irvine.ca.us

Riverside County
County of Riverside
Greg Priamos, County Counsel
Or
James "Jeb" Brown, Principal Deputy County Counsel
3535 10th Street, Suite 300
Riverside, CA 92501
(951) 955-6309 (Jeb)
(951) 955-6322 (Greg)
gpriamos@co.riverside.ca.us
jebbrown@co.riverside.ca.us

City of Covina
Police Chief Kim Raney
444 North Citrus Avenue
Covina, CA 91723
(626) 384-5600
kraney@covinaca.gov

City of Los Angeles
Wayne Song, Supervising Deputy City Attorney
200 North Main Street, 8th Floor
Los Angeles, CA 90012
(213) 978-2706
Wayne.Song@lacity.org

Los Angeles County Sheriff's Department
Christopher Keosian, Principal Deputy County Counsel
4900 South Eastern Avenue, Suite 101
City of Commerce, CA 90040
(323) 890-5416
ckeosia@lasd.org

City of Monterey Park
Jim Smith, Police Chief
320 West Newmark Ave.
Monterey Park, CA 91754
(626) 307-1222
Jsmith@montereypark.ca.gov

City of Pomona
Linda Matthews, Human Resources/Risk Management Director
505 South Garey Avenue
Pomona, CA 91766
(909) 620-2291
linda_matthews@ci.pomona.ca.us
Or
Paul Capraro, Police Chief
490 West Mission Boulevard
Pomona, CA 91766
(909) 620-2141
paul_capraro@ci.pomona.ca.us

Proposed Fee Schedule

Liebert Cassidy Whitmore is a public sector labor and employment law firm. Over 90% of our practice is working with public agencies across the state. Our rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients. Pricing is offered on a time-and-materials basis based on our firm's current hourly billable rates. The Firm's current hourly billable rates are:

Hourly Rates:

Scott Tiedemann	$325.00
Geoff Sheldon	$325.00
Stefanie Vaudreuil	$285.00
James Oldendorph	$245.00
Paul Knothe	$245.00
Jennifer Rosner	$245.00
Leighton Davis Henderson	$210.00

The Firm bills in increments of 1/10 hour. Invoices are payable upon receipt and due within 30 days.

Rates for Other Positions:

The Los Angeles office has three paralegals and an e-discovery and litigation technology specialist whom we use in all stages of the litigation process, thereby lowering the cost of litigation for our clients.

Paraprofessionals & Litigation Support	$75.00 - $150.00

Other Expenses:

Telephone consultation, court litigation and administrative proceedings, and attendance at the City Council meetings will be billed at the attorney's hourly rate. Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less.

We do not bill for secretarial or word processing time or telephone charges. Facsimile transmissions are billed at the rate of $.50 per page for outgoing faxes only. We make every effort to email documents rather than fax them. Copying is charged at fifteen cents ($.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

LCW LIEBERT CASSIDY WHITMORE

Firm Resume

A PROFESSIONAL LAW CORPORATION

EMPLOYMENT LAW | LABOR RELATIONS | EDUCATION LAW | MANAGEMENT TRAINING

www.lcwlegal.com

With offices in Los Angeles, San Francisco, Fresno, San Diego and Sacramento, Liebert Cassidy Whitmore is proud to have provided advice, training and representation to law enforcement management since 1980. Our lawyers are experts in the labor and employment issues faced by law enforcement agencies every day, and leaders in recognizing and confronting emerging trends. Equally important, our lawyers are accessible. An experienced attorney is always available to answer your questions, and assist you with issues as they arise.

Law Enforcement Representation

On a daily basis, LCW provides advice, counsel and representation to police chiefs, sheriffs, and their respective executives in a variety of issues that impact professional law enforcement administrators. A number of LCW attorneys have had the privilege of representing law enforcement professionals for 30 or more years. Having proudly earned the trust and respect of several generations of police chiefs, LCW accommodates the emergency nature of law enforcement related employee relations by being readily accessible to assist in addressing issues of administrative leave, administrative/criminal investigations, and investigative methodology and strategic planning. With its immense law enforcement related experience, LCW brings both legal acumen and practical knowledge to its client interactions. Finally, LCW may well be unique in the state, in having a senior partner who has not only represented law enforcement for 30 years, but who had 15 years of experience in representing police associations. This unique insiders knowledge is invaluable in effectively addressing issues confronting management. LCW is extremely well situated to become your daily counsel regarding these sensitive matters.

Internal Affairs Investigations

Our attorneys are experts in the Public Safety Officers Procedural Bill of Rights and are always available to provide timely advice to your internal affairs investigators. We routinely review investigations in order to assess the strengths and weaknesses of investigations and any discipline which may result.

Our lawyers have obtained important appellate court victories including the following recent cases: *Upland Police Officers Association v. City of Upland* (2003) 111 Cal.App.4th 1294; *Gilbert v. Sunnyvale* (2005) 130 Cal.App.4th 1264; *Steinert v. Covina* (2006) 146 Cal.App.4th 458; *Benach v. County of Los Angeles* (2007) 149 Cal.4th 836; and *Los Angeles Deputy Sheriffs v. County of Los Angeles, Los Angeles County Sheriff's Department et al* (2008) 166 Cal.App.4th 1625..

We continue to publish articles and present workshops on the topic of internal affairs investigations. Our workshops identify the key components of a successful investigation including how and when to begin an investigation, who should conduct the investigation, how to maintain confidentiality, how to organize and execute an effective investigation, and how to evaluate the facts and take corrective action once the investigation is completed.

Pitchess Motions

Peace officer personnel records are confidential as a matter of law. Our firm understands the importance of protecting the confidentiality of personnel records, and our lawyers are highly skilled at opposing Pitchess Motions in both civil and criminal cases. We ensure that personnel records are safeguarded to the fullest extent possible under the law.

Disciplinary Hearings

Every disciplinary case is serious, but those which occur in the law enforcement context are not only serious but also complicated by the special protections afforded to peace officers by laws including the Public Safety Officers Procedural Bill of Rights Act. Our lawyers have successfully handled hundreds of disciplinary cases over the years.

Negotiation Services

Members of Liebert Cassidy Whitmore have successfully negotiated hundreds of labor agreements for law enforcement agencies across the state. Negotiations are conducted according to the particular philosophy and circumstances of a given agency, and the agreements negotiated have run the gamut from brief understandings limited to benefit items to comprehensive labor agreements that define substantially all terms of employment. These comprehensive MOU's, through management rights, waivers and "zipper" type clauses, provide protection to management's ability to manage the agency. Members of the firm are experienced in collaborative/interest based bargaining techniques as well as the more traditional labor negotiations approach.

In addition to conducting negotiations for public employers, we continually work with public agencies that employ staff personnel to do their own negotiations. This arrangement has involved all aspects of consultation and related services, including writing initial bargaining proposals, reviewing counter-proposals, providing training and advice concerning negotiating strategies, and giving general advice when particular problems arise.

Our Approach to Negotiations

- We work with and for the chief administrative official and his/her designated staff, and through him/her with the Governing Body. We provide professional advice to assist the agency in determining its policy goals and objectives, which then become our goals and objectives; we see our job as applying our best efforts and skills to achieving them.

- We believe in carefully organizing for negotiations, with goals and objectives kept well in mind. The negotiating process, we believe, consists of definable stages, from preparatory activities to the preliminary bargaining phases, "hard bargaining," and finally to agreement, impasse procedure, or work action. Each stage of the process requires an organized approach in order to maximize the chances of attaining bargaining objectives.

- Our philosophy is not one of "union busting," but rather one of using a professional approach that seeks to achieve and maintain professional relationships, notwithstanding the adversarial aspects of the process.

- We call to the attention of our clients that in return for agreeing to competitive benefit adjustments, it is reasonable for them to seek to contractually protect and maximize their management discretion to set standards of service and retain the prerogative to direct, assign, and stimulate employees to meet them.

- We see the conclusion of negotiations as the beginning for establishing a constructive employer-employee organization-employee relations structure, which requires management training and ongoing involvement with agency management on our part.

- While one member of the firm handles a particular negotiating unit, at least one other designated attorney will be kept advised so that at all times the client has access to an attorney who is familiar with the status of the situation in each bargaining unit.

Local Agency Employment Law Services

We have worked closely with city attorneys, county counsels and general counsels, and have directly handled the representation for our local agency clients in literally hundreds of legal proceedings before civil service and personnel boards, arbitrators, the Public Employment Relations Board (PERB), State and federal EEO and other administrative agencies and the courts. These proceedings have covered the full spectrum of employer-

employee relations matters, including such matters as civil service appeals, recognition and unit representation matters, unfair labor practice charges and related negotiating issues, employment discrimination matters, pension and disability issues, wrongful termination and Fair Labor Standards Act claims.

Audit Services

The Firm has extensive experience in revising and developing general orders, policies and procedures. We are available to review individual policies and/or update entire manuals.

Liability for violations of the Fair Labor Standards Act (FLSA) is a significant concern for law enforcement agencies. Public safety officers work more overtime than almost anyone else. Members of the firm conduct comprehensive audits regarding agency's compliance with the FLSA. Additionally, the firm publishes a comprehensive guide, "Fair Labor Standards Act: A Public Sector Compliance Guide," that serves as a reference to agencies across the country.

To learn more about the FLSA Audits, log onto www.FLSAaudit.com where you can find detailed information about what an FLSA audit entails.

Retirement Practice

The firm provides advice and counsel to public agencies regarding the laws and regulations of public employee retirement plans, including PERS, the County 1937 Retirement Act, and local agency retirement laws, as well as on retiree health insurance issues. The firm defends public agencies that are sued regarding retirement issues, defends public agencies and their employees and retired employees in retirement in cases where PERS acts to reduce benefits, and represents public agencies in disability and industrial disability retirement appeals. The firm helps agencies defend against PERS and other retirement board audits and, where necessary, files administrative appeals to challenge any negative audit findings.

Members of the firm advise on all issues related to PERS, 1937 Act and STRS benefits. For example, we provide advice and counsel to clients regarding retirement formulas, the rules on reportable compensation, PERS and 37 Act contract amendments, disability retirement procedures and obligations, service credit, GASB issues, unfunded liabilities, retiree health benefits, vested rights and elected official benefits.

Retirement issues have major impacts on agency labor relations. The firm provides strategy and guidance during negotiations in regards to retirement benefits, including acting as chief negotiator. We review agency policies and collective bargaining agreements/memoranda of understanding to ensure that they comply with applicable law.

We represent agencies in retirement related administrative appeals and litigation, and have assisted agencies defend claims of underfunding as well as fiduciary obligations.

Litigation Services

Liebert Cassidy Whitmore attorneys strive to prevent employment disputes before they arise through education, training, audits, advice, planning, and cooperative employer-employee relations. When employment disputes do arise, our defense efforts are designed to meet each client's particular needs, goals, and budget.

We specialize in representing law enforcement agencies in the defense of legal actions and enjoy the reputation of a results-oriented, successful litigation firm. We are experts in all phases of litigation in both federal and state courts: pleading, discovery, motion practice, alternative dispute resolution, settlement and trial.

Our particular expertise is the defense of law enforcement agencies in actions brought by employees, former employees, applicants or other individuals alleging employment related claims such as violations of the California Fair Employment and Housing Act; Federal Civil Rights Acts (*e.g.*, section 1981 and 1983 claims); Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Meyers-Milias-Brown Act; Family and Medical Care Leave Acts; wrongful termination; and violation of state and/or federal constitutional rights such as due process, First Amendment and privacy rights.

The firm's attorneys have handled a number of cases that have culminated in jury trials resulting in defense verdicts. These cases included claims for violation of constitutional rights; violation of the Age Discrimination in Employment Act; violation of the physical handicap provisions contained in the Fair Employment and Housing Act; reverse discrimination; sex discrimination; sexual harassment; national origin discrimination; age discrimination; intentional infliction of emotional distress and retaliation claims under both state and federal laws.

Consulting and Training Services

One of the firm's greatest sources of accomplishment comes from its record of success in counseling and advising its clients on the best ways to avoid becoming a party to adversary proceedings. We were "pioneers" in the training field by creating "consortiums" of agencies. The thirty-two Employment Relations Consortiums (ERCs) are comprised of over 500 cities, counties, schools, community college districts, and state universities as well as other public sector agencies.

As part of our ERC services, we provide ongoing training on current developments in labor relations and personnel law on subjects including negotiation strategies; performance evaluations; disciplinary actions; employment discrimination, including harassment and ADA issues; Family and Medical Care Leave Acts; effective supervision; and grievance administration. Experience over the years confirms that not only have the member agencies found the consulting and training services helpful, but an invaluable opportunity for the exchange of ideas and information between agency management.

The firm provides individual training services to law enforcement agencies on a half-day or full-day basis. We customize these training programs to the precise needs of the client. For example, we provided on-site training programs to employees and/or supervisors and managers of over one hundred agencies last year.

Members of the firm make presentations on employment relations law issues to a variety of professional organizations including:

American Arbitration Association
American Bar Association
California Background Investigators Association
California County Counsels Association
California Fire Chiefs Association
California Law Enforcement Association of Records Supervisors
California Peace Officers Association
California Peace Officers Standards and Training (POST) Academy
California Police Chiefs Association
California Public Employer Labor Relations Association
California State Association of Counties
California State Bar Labor and Employment Law Section
California State Sheriffs Association
Fresno Police Academy

International Personnel Management Association
League of California Cities
Los Angeles County Bar Association Labor and Employment Law Symposium
National Employment Law Institute
National Institute of Municipal Law Officers
National Public Employer Labor Relations Association
Public Agency Risk Management Association
Professionals in Human Resources Association
Southern California Labor Relations Council
Southern California Personnel Management Association

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5250 N. Palm Avenue
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Fresno, CA 93704
tel: 559.256.7800

550 West "C" Street
Suite 620
San Diego, CA 92101
tel: 619.481.5900

980 9th Street
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Sacramento, CA 95814
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LCW LIEBERT CASSIDY WHITMORE



Geoffrey S. Sheldon

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Los Angeles

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The focus of Geoff's practice is complex state and federal litigation, public safety and wage and hour. Geoff routinely represents employers in complex litigation, including collective and class actions under the Fair Labor Standards Act and the California Labor Code, alleged violations of Title VII, the Fair Employment and Housing Act, the Americans with Disabilities Act, the Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act, the California and United States Constitutions, the Peace Officers Bill of Rights Act, the Firefighters Bill of Rights Act, writs of mandamus and other Superior Court writs, injunctions and other wrongful discharge actions. Geoff has compiled a record of success for the firm's clients through law and motion, trial, settlement, and, when necessary, appeal.

While Geoff represents all types of employers, he has extensive experience counseling and representing law enforcement and fire agencies. In this regard, Geoff provides advice and counsel to firm clients on a host of legal issues, including civil liability, public employee discipline, fitness-for-duty and disability accomodations issues, and he has an impressive track record of successfully prosecuting employee discipline and grievance arbitration matters involving these employees. Geoff also handles other administrative matters for firm clients, such as DFEH and EEOC charges, Public Record Act requests, alleged Brown Act violations and internal investigations,

In addition to his work on behalf of our clients, Geoff co-authors the firm's public safety monthly newsletters, *Briefing Room* and *Fire Watch*.

In June 2015, Geoff was named by the Los Angeles and San Francisco Daily Journal as one of the State of California's Top 75 Labor and Employment lawyers. Geoff was also recognized as a "Rising Star" in the field of labor and employment law in Law & Politics Magazine (e.g., Los Angeles Magazine) for five straight years, i.e., from 2004-08.

Prior to joining Liebert Cassidy Whitmore, Geoff worked for a large litigation defense firm where he represented clients in products liability, tort and commercial litigation.

Education

JD, Southwestern Law School, Los Angeles
BA, University of Massachusetts at Amherst

Legal Expertise

Class Action Litigation
Employment Law
Investigations
Litigation Services
Public Safety
Wage and Hour

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Geoffrey S. Sheldon

Representative Matters

Administrative Hearings:

Police Officer v. City (2015) - Successfully prosecuted the dismissal of a peace officer for dishonesty. Officer had a history of absenteeism, and he requested a shift off using false pretenses. The officer attempted to blame his conduct on alcohol abuse and retained an expert to support his alleged defense, but City and its expert rebutted the defense.

Police Officer v. City (2015) - City prevailed in appeal by police officer who appealed her removal from a canine assignment.

Police Officer v. City (2014) - Prevailed in a police officer's appeal of his dismissal for dishonesty. The officer in question was hired by the City in 2006 as a lateral from another agency. In 2012, the City's Chief of Police received a "Brady letter" from the U.S. Department of Justice advising that the Department of Justice had learned that in 2003 the officer, while employed by another agency, had been involved in a conspiracy to plant narcotics on suspects. The City's Police Department conducted an internal investigation and terminated the officer for dishonesty because he had not been truthful about the incident on his application materials. A neutral arbitrator sustained the termination and the City Manager adopted the arbitrator's findings as his own. The City then prevailed after the officer challenged the termination in Superior Court.

Police Officer v. City (2014) - Successfully prosecuted termination of a police officer in a long running dispute involving excesive force and whether the officer was psychologically fit for duty.

Police Officer v. City (2014) - Police officer was terminated for excessive use of force. After an arbitrator reduced the discipline for the use of force charge, the officer was found psychologically unfit for duty and terminated after he refused to transfer to a non-sworn position as a reasonable accommodation. The termination was sustained at arbitration and also at Superior Court when the officer attempted to challenge the termination.

Police Officer v. City (2013) - Prevailed in termiantion appeal by police officer for neglect of duty and failure to comply with Departmental orders. The officer had a history of "kissing off" work, and he was terminated after it was discovered he conductd a negligent DUI stop that led to a traffic accident.

Police Officer v. City (2013) - An arbitrator upheld the termination of a police officer for, among other things, dishonesty, neglect of duty and failure to comply with Departmental orders.

Police Officer v. City (2012) - In a police officer discipline appeal hearing, a police department prevailed against a police sergeant who appealed his demotion to the rank of police officer. The officer in question had been a Sergeant for approximately 12 years. He had received a number of commendations, good performance ratings and was a selected as one of three supervisors to lead his department's SWAT team. However, the sergeant's performance had slipped. He received two reprimands for failing to exercise good judgment in the line of duty, and then on March 17, 2011, he threatened and then assaulted a subordinate who had given him a "hard foul" during a pick-up basketball game involving SWAT team members. While he was under administrative investigation for that incident, he was discovered running one of his city's automatic red light cameras while giving the camera "the bird."

Appellate:

Berndt et al v. City of Los Angeles et al. (2015) - Approximately 20 Police officers employed by the City of Los Angeles' Police Department (LAPD) filed a lawsuit in federal court alleging various wage and hour violations under the Fair Labor Standards Act (FLSA) and provisions of state law. After the trial court granted the City's motion to dismiss, the only remaining claims were allegations that (1) the City's policy of paying police officers with compensatory time off (CTO) for non-FLSA hours worked violated the FLSA, and (2) the City should have paid overtime to the plaintiffs using a 40-hour overtime threshold for a seven-day period rather than the 171-hour overtime threshold for a 28-day period that the City adopted pursuant to the FLSA's section 207(k) (also known as the 7(k) exemption). Regarding the 7(k) exemption, the plaintiffs argued they did not qualify for the exemption because they

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were purportedly no longer performing "law enforcement activities" when they were assigned to do administrative work pending internal investigations. The City successfully moved for summary judgment on both FLSA claim, and the plaintiffs appealed. The Ninth Circuit affirmed the District Court's decision and held that the FLSA regulations expressly permit employers to compensate employees with CTO for "non-FLSA" overtime, and the Ninth Circuit also agreed that the City properly established the 7(k) exemption and that the police officers did not present sufficient evidence to demonstrate that it did not apply to any of them individually. Geoff argued the City's case to the Ninth Circuit Court of Appeals.

County of Los Angeles v. LA County Employee Relations Commission, et al. (2015) - Successfully represented the County in a case where after entering into MOUs, two public safety unions filed "class" grievances on behalf of approximately 10,000 current or former employees seeking MOU overtime pay for "donning and doffing" activities, as well as overtime for "off-the-clock" supervisory activities. After the County's Employee Relations Commission granted the unions' request for class arbitration, the County and its Sheriff's Department sued the Commission and the two unions for declaratory relief, injunctive relief and a writ of mandate. The unions, in turn, filed a cross-complaint seeking to litigate their 10,000 members' contractual overtime claims in a class action venued in Superior Court. Ultimately, the Court of Appeal issued a published opinion siding with the County/Sheriff's Department, i.e., the Court of Appeal held that since the parties never contracted for "class" arbitration the only way the various overtime claims could be pursued was in individual arbitrations.

Blythe v. County of Riverside (2010) - Court of Appeal reversed trial court on issue involving mitigation of damages. Court of Appeal found that County did provide evidence of comparable employment and trial court did not have sufficient evidence to support contrary holding.

Litigation:

Biggers v. City of Indio (2015) - Prevailed for City in police officer's peittion for writ of administrative mandamus challenging his termination for dishonesty associated with false statements on his application materials.

Bazua v. City of Montebello (2014) - Former Community Development Director sued City alleging wrongful termiation under multiple theories, including whistlelower retailation and defamation. City prevailed on its Motion for Summary Judgment on all claims.

Association for Los Angeles Deputy Sheriffs, et al. v. County of Los Angeles, et al. (2012) - Handled a Fair Labor Standards Act collective/class action case where the U.S. District Court granted a County law enforcement employer's summary judgment motion. The lawsuit involved the "donning and doffing" claims of approximately 3,000 deputy sheriffs in two different, yet consolidated, collective action lawsuits filed against the County and its Sheriff. The district court also granted the County's motion to decertify the remaining "off-the-clock" work claims. The district court's rulings effectively ended two large collective/class action lawsuits after several years of litigation.

Rosales v. County of Los Angeles (2011) - In a federal lawsuit a County client defeated a motion for conditional certification of a collective action filed by a potential lead plaintiff in a Fair Labor Standards Act ("FLSA") wage and hour action.

Moon v. City of Downey (2010) - Summary judgment obtained in this sexual orientation discrimination, harassment and retaliation FEHA case involving a City fire fighter.

Petersen Law Firm v. City of Los Angeles (2009 and 2013) - The City and individual defendants prevailed on Anti-SLAPP motion in a case challenging investigation of police officers. After the matter was remanded, the trial court reconsidered the City's motion for attorney's fees and ruled that the City was entitled to recover the entire amount of attorney's fees and costs it requested.

Bentley v. County of Los Angeles, et al (2009) - In a federal lawsuit a County client defeated a motion for conditional certification of a collective action filed by a potential lead plaintiff in a Fair Labor Standards Act ("FLSA") wage and hour action.

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Geoffrey S. Sheldon

Maciel v. City of Los Angeles (2008) - Plaintiff sued for violations of the Fair Labor Standards Act alleging he was entitled to overtime pay for: (1) time spent "donning" and doffing" his police uniform; and (2) various "off-the-clock" tasks performed pre-shift, post-shift and during unpaid meal periods. A federal District Court found in favor of the City on all claims after a seven-day bench trial.

Affiliations

State Bar of California, Labor & Employment Section

Los Angeles County Bar Association

Awards

Top 75 Labor & Employment Lawyers, *Daily Journal* (2015)

Selected for inclusion in *Southern California Rising Stars 2004-2008*

Publications

Privacy in the Workplace: Is the Ninth Circuit's Expectation Reasonable?, *Employee Relations Department Newsletter*, February 2010, with James E. Oldendorph

Formal v. Informal Policy, Which Will Prevail?, *Los Angeles/San Francisco Daily Journal*, January 2010, with James E. Oldendorph

The Lilly Ledbetter Fair Pay Act: The Death of the Statute of Limitations Defense?, *CPER Journal*, May 2009, with James E. Oldendorph

Presentations

Discipline Under A Statewide Peace Officer Bill Of Rights and The Political Pressures Today On Bills Of Rights - Labor Relation Information System - LRIS - Las Vegas - November 6, 2015

LCW Webinar Recording: Internal Investigations in Light of Today's Media and Culture - Liebert Cassidy Whitmore - October 14, 2015

Public Sector Employment Law Update - Orange County Consortium - Buena Park - September 24, 2015

Case Law Updates in Employee Discipline, Internal Affairs Investigations, & "Brady" Protocol - Riverside County Law Enforcement Executives Association (RCLEEA) - Indio - September 17, 2015

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Scott Tiedemann is the Managing Partner of Liebert Cassidy Whitmore, California's largest education and public sector labor and employment law firm.

Scott is a leading advocate for, and trusted advisor to public safety agencies across California. He is called upon in high profile cases to advise public safety executives regarding how to conduct complex investigations, manage media relations and navigate the procedural complexities of the Public Safety Officers and Firefighters Procedural Bill of Rights. He has earned a reputation for successfully prosecuting many difficult cases involving allegations ranging from excessive force to sexual abuse to fraud.

Scott has prevailed in multiple published appellate cases that have helped public safety employers more effectively manage their employees. His published decisions on behalf of public safety employers include, among others: *Upland Police Officers Association v. City of Upland* (2003) 111 Cal.App.4th 1294, *Benach v. County of Los Angeles* (2007) 149 Cal.4th 836 and *Thompson v. City of Monrovia* (2010) 186 Cal.App.4th 860, and *Ferguson v. City of Cathedral City* (2011) 197 Cal.App.4th 1161.

Scott represents a wide variety of other government agencies and schools in labor and employment matters as well. He is a skilled litigator in federal and state courts and a successful appellate attorney who has handled a variety of litigation matters, including trials and administrative hearings. Scott is also experienced in labor, including relations serving as lead negotiator in collective bargaining with safety and general employee bargaining units.

Scott's practice also includes investigations, counseling and management training. He frequently speaks at national and statewide conferences on subjects such as disciplinary investigations, workplace harassment, employment discrimination, free speech, privacy and ethics.

Scott frequently is asked to lend his knowledge and expertise to other professional organizations. He is General Counsel to the Los Angeles County Police Chiefs Association, served as Chair of the Southern California Police Legal Advisors Committee, served as the Chair of the Labor Relations subcommittee on the dissolution of redevelopment agencies for the League of California Cities, and served on the Board of Advisors of the California Public Employee Relations (CPER) program. He is also LCW's representative to the Employment Risk Management Authority.

Scott authored the CPER Pocket Guide to the Firefighters Procedural Bill of Rights and Chapter 8 (The Firefighters Procedural Bill of Rights Act) of California Public Sector Employment Law book, State Bar of California/LexisNexis (2011) and is one of the authors of the Public Sector Case Notes for the California State Bar Labor & Employment Law Review.

Education

JD, Loyola Marymount University School of Law
BA, Loyola Marymount University

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J. Scott Tiedemann

Legal Expertise

Employment Law
Investigations
Labor Relations and
Negotiation Services
Litigation Services
Public Safety

Representative Matters

Administrative Hearings:

Police Officers v. City (2015) - Currently prosecuting the termination appeals of multiple officers terminated in connection with an internationally renowned incident of excessive force resulting in the death of a citizen.

Police Officer v. City (2014) - A hearing officer upheld the termination of a police officer who misappropriated evidence - stolen power tools - and put it to use in his construction business. The officer claimed that an employee of a home improvement warehouse from which the property was originally stolen gave him permission to keep the tools.

Police Officer v. City (2014) - A former police officer abandoned his appeal after the Department's presentation of its case in the Department proved the former officer had taken a title loan on his vehicle and then sold the same vehicle to an unsuspecting buyer from whom the vehicle was repossessed.

Appellate:

Hinderliter v. City of La Habra (2013) - After a personnel board upheld the termination of a police officer for dishonesty, a superior court judge determined that the dishonesty did not warrant termination of the officer's employment. The Court of Appeal reversed the trial court, holding substantial evidence supported the trial court's finding that the officer repeatedly lied to a superior officer and that the trial court erred in finding the City abused its discretion by terminating the officer.

Alice Robin v. City of Monrovia (2013) - Appellant Robin sued the City for allegedly retaliating against her, in violation of Title VII, after she filed complaints with the Equal Employment Opportunity Commission. At trial, the jury was instructed to consider whether four separate actions by the City – including the offer of a retirement package known as the "Golden Handshake" – were retaliatory acts. The jury returned a verdict in favor of the City and the Ninth Circuit Court of Appeals affirmed. Robin appealed on the grounds that the trial court erred by not giving a jury instruction that the settlement agreement offered to her as part of the Golden Handshake did not comply with the Older Workers Benefit Protection Act (OWBPA). The Ninth Circuit rejected this argument, but it did conclude that the district court erred by declining to give an instruction setting forth the OWBPA's requirements. Although the Court found error, it concluded that it was harmless based on the evidence at trial because it is more probable than not that the jury would have reached the same verdict even with the OWBPA instruction.

Ferguson v. City of Cathedral City (2011) - The Court of Appeal upheld termination of a police officer for solicitation of prostitution after the officer declared an earlier settlement agreement with the City "null and void" under which he had been suspended without pay. The Court of Appeal also held that the City did not violate the officer's *Skelly* rights when the officer, who claimed to be unable to be able to drive the City for a *Skelly* meeting, was terminated without a *Skelly* meeting after he did not avail himself of various accommodations offered to him by the City to enable him to exercise his *Skelly* rights.

Thompson v. City of Monrovia (2010) - In a case handled by Scott Tiedemann and Judith Islas, the Court of Appeal, second judicial district, affirmed summary judgment in this alleged retaliation and harassment case brought by a Caucasian police officer based on alleged discriminatory treatment towards his African-American co-worker. Specifically, the officer claimed he was retaliated against for reporting alleged discriminatory treatment of his African-

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American co-worker and for testifying on the co-worker's behalf in a separate lawsuit brought by the co-worker. The officer also alleged the City failed to investigate the alleged harassment and retaliation. In a lengthy opinion, the Court decisively rejected all of the officer's arguments. Key in the court's analysis was the long and well documented history of the officer's performance issues. On the harassment and hostile environment claims, the Court concluded that a Caucasian officer can premise these causes of action based on an association with or advocacy on behalf of another officer's protected classification but must show he was personally subjected to unwanted racial comments as a result of the association or advocacy and also, that the conduct was severe and pervasive, which the officer failed to so in this case.

Lopez v. Imperial County Sheriff's Office (2008) - Two correctional officers appealed a Personnel Board ruling upholding their terminations based upon a tie vote by the Board. The correctional officers argued that their terminations should be overturned on a tie vote. The Appellate Court rejected that position affirming the trial court's ruling that the terminations were not to be overturned but the officers were to receive a new hearing.

Benach v. County of Los Angeles (2007) - The California Court of Appeal held that removing a deputy sheriff from his special assignment as a pilot "without a concomitant loss of rank or pay" is not a punitive action which entitles the deputy sheriff to an administrative appeal under the Public Safety Officers Procedural Bill of Rights Act.

Litigation:

Silberman v. Greater Los Angeles County Vector Control District (2009) - In an age and religious discrimination case, judgment was entered in favor of the employer disposing of all of Plaintiff's claims resulting from a prior reorganization leading to layoffs.

Tackett v. County of Imperial (2007) - Summary judgment was awarded in this lawsuit brought by a Sheriff Deputy claiming retaliation and race discrimination.

Ho v. City of Azusa (2007) - Obtained a summary judgment on behalf of the city in this case brought by the union president alleging first amendment retaliation.

Affiliations

Los Angeles County Police Chiefs Association

California State Bar Labor & Employment Association

Awards

Selected for inclusion in Southern California *Super Lawyers* (2014-2015)

Top 75 Labor & Employment Lawyers, *Daily Journal* (2013)

Selected for inclusion in Southern California *Rising Stars* (2010-2011)

Publications

What You Need to Know About Regionalizing Public Safety Responsibilities, *Western City Magazine*, October 2010, with Jack Hughes

When the 5th Won't Help You, *Los Angeles/San Francisco Daily Journal*, February 2009, with Morin I. Jacob

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J. Scott Tiedemann

Presentations

Public Sector Employment Law Update - Southern California Personnel Management Association (SCPMA-HR) Annual Conference - Alhambra - March 10, 2016

Legislative and Legal Update - Southern California Public Labor Relations Council (SCPLRC) Annual Conference - Lakewood - February 18, 2016

Badda Bing, Badda Boom: Don't Delay in Creating a High Performance Department and Agency - Orange County Consortium - Fullerton - December 17, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - City of Torrance - Torrance - November 24, 2015

POBR Rights - City of Beverly Hills Police Department - Beverly Hills - November 18, 2015

POBR Rights - City of Beverly Hills Police Department - Beverly Hills - October 30, 2015

Labor Relations Game Show - California Public Employers Labor Relations Association (CALPELRA) Annual Conference - Monterey - October 22, 2015

"Badda Bing Badda Boom" Don't Delay in Creating a High Performing Agency- Management Tips from the Leaders of a High Performing Law Firm - City of Fountain Valley - Fountain Valley - September 29, 2015

Dealing Effectively with Public Safety Personnel - California Joint Powers Insurance Authority (CalJPIA) Risk Management Educational Forum - San Francisco - September 24, 2015

Public Safety Legal Update: the Good, the Bad, and the Just Plain Ugly - California Fire Chiefs Association (CFCA) Annual Conference - Long Beach - September 23, 2015

Preventing Workplace Harassment, Discrimination and Harassment - City of Los Angeles - Los Angeles - September 3, 2015

Principles for Public Safety Employment - University of California, Los Angeles Police Department (UCPD UCLA) Monthly Sergeants Meeting - Los Angeles - August 19, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - City of Carlsbad - Carlsbad - August 13, 2015

Badda Bing, Badda Boom: Don't Delay in Creating a High Performance Department and Agency - East Inland Empire ERC - Fontana - June 11, 2015

LCW Webinar Recording: Transfer with Impunity or Punitive Action - Liebert Cassidy Whitmore - June 10, 2015

Badda Bing, Badda Boom: Don't Delay in Creating a High Performance Department and Agency - West Inland Empire ERC - Chino Hills - May 28, 2015

Badda Bing, Badda Boom: Don't Delay in Creating a High Performance Department and Agency - Ventura/Santa Barbara ERC - Santa Paula - May 20, 2015

Disability Discrimination/ Family and Medical Care Leave/ Workers' Compensation/ Disability Retirement: Administering Overlapping Laws - Gateway Public ERC - Norwalk - May 14, 2015

Badda Bing, Badda Boom: Don't Delay in Creating a High Performance Department and Agency - Coachella

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J. Scott Tiedemann

Valley ERC - Cathedral City - May 7, 2015

Public Sector Employment Law Update - Coachella Valley ERC - Cathedral City - May 7, 2015

Badda Bing Badda Boom - Los Angeles County Chiefs of Police Association - Palm Springs - April 23, 2015

Badda Bing, Badda Boom: Don't Delay in Creating a High Performance Department and Agency - Central Coast ERC - Paso Robles - April 15, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - City of Buena Park - Buena Park - March 10, 2015

Badda Bing Badda Boom II: Advanced Succession Planning Strategies from the LCW "Family" - California Police Chiefs Association (CPCA) 2015 Annual Training Symposium - Riverside - February 25, 2015

Public Sector Employment Law Update - Southern California Public Labor Relations Council (SCPLRC) 2015 Annual Conference - Lakewood - February 19, 2015

Cameras In Our Communities Panel - Independent Cities Association Winter Seminar - Santa Barbara - January 31, 2015

Grievances Training - City of Westminster Police Department - Westminster - December 17, 2014

Labor Relations Game Show - California Public Employer Labor Relations Association 2014 Annual Training Conference - Monterey - November 20, 2014

21st Century Public Safety Officer:
The Unique Challenges Facing Millennial Officers and Firefighters, and the Departments Who Hire Them - California Public Employer Labor Relations Association 2014 Annual Training Conference - Monterey - November 19, 2014

Badda Bing, Badda Boom: Don't Delay in Creating a High Performance Department and Agency - City of La Habra - City Supervisor Group Meeting - La Habra - November 6, 2014

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LCW LIEBERT CASSIDY WHITMORE



Stefanie K. Vaudreuil

Of Counsel

San Diego

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Stefanie Vaudreuil has spent her legal career providing counsel and advice to and litigating on behalf of public agencies, including fire departments/districts, law enforcement, cities, counties, special districts, school districts, charter schools, community colleges, and county offices of education. Stefanie also is experienced in advising and representing independent schools. Stefanie, the daughter of a retired fire marshal, has a special interest in working with fire departments and districts. She understands and appreciates the unique culture that is the fire service.

Stefanie regularly and promptly advises public agencies and independent schools on all aspects of employment law, including employee leaves, disability accommodation and interactive process, discipline, first amendment rights, employment contracts, agency policies and procedures. In addition to providing employment law advice, Stefanie advises independent schools on a wide variety of subjects, such as pupil records, school security, student discipline, enrollment contracts, suspensions and expulsions, student harassment, international students, restraining orders, among others.

Stefanie represents public agencies at administrative hearings for employee discipline appeals and employee grievances arising out of bargaining agreements. She also is an experienced litigator representing public agencies and independent schools in state and federal courts at all phases of litigation from initial pleadings through appeal. Stefanie has obtained favorable results through negotiated settlements, dismissal at the initial pleading stage, summary judgment, trial, and appeal. Stefanie has successfully argued before the California State Court of Appeal.

Prior to joining Liebert Cassidy Whitmore, Stefanie was a partner in a national law firm, where she represented public and private employers in discrimination, harassment, wage and hour, and civil rights litigation. Before that, Stefanie was an associate with a firm that exclusively represented California K-12 school districts and county offices of education.

Stefanie is also a contributing author to the firm's *California Public Agency Labor & Employment Blog*.

Stefanie is an avid music fan, lover of literature, international traveler, and working on her golf game.

Education

JD, Whittier Law School
MA, California State University, Sacramento
BA, California State Polytechnic University, Pomona

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Stefanie K. Vaudreuil

Legal Expertise

Employment Law
Investigations
Labor Relations and
Negotiation Services
Litigation Services
Private Education Law
Public Education Law
Public Safety

Representative Matters

Administrative Hearings:

Firefighter/Paramedic v. City (2015) - Administrative law judge upheld termination of two paramedic/firefighters who provided inadequate care to multiple patients.

Litigation:

South Pasadena Police Officers Assn. v. City of South Pasadena (2015) - California Court of Appeal upheld judgment in favor of the City upon labor unions' petition for a writ of mandate to compel the City to revoke its change in contributions to retiree medical insurance. The Court found no violation of the U.S. or California Constitutions when, after exhausting meet and confer processes, the City unilaterally imposed a change in the City's contribution to the retiree medical insurance for current employees. The Court held the MOU's promise of retiree medical contributions was only binding until the expiration of the MOU. Employees who did not retire during the term of the MOU had no vested right to any level of City contributions to retiree medical after the MOU expired and another MOU entered into or an imposition of terms and conditions of employment after impasse.

McCurdy v. Western University of Health Care Sciences et al. (2015) - Plaintiff Jullie McCurdy sued the University for alleged violations of the California Fair Employment and Housing Act (FEHA). In June 2013, plaintiff was terminated from her employment due to poor performance. Subsequently, she filed the lawsuit alleging she was discriminated against because of a disability and race and harassed because of a disability. The University submitted a motion for summary judgment, or in the alternative summary adjudication, which was granted in its entirety by the Los Angeles County Superior Court. The court determined that the University met its burden of proving it had legitimate, nondiscriminatory reasons for terminating plaintiff's employment and that plaintiff had no evidence to prove she was discriminated against or harassed. Judgment was entered in favor of the University.

Negotiations:

Casa Ramona Academy Charter School - Teachers Association

Affiliations

Robert A. Banyard Inn of Court (2001-2011)

Publications

The California Supreme Court Holds that a Supervisor's Daily Log is not a "File Used for Any Personnel Purposes" Under the Firefighters Procedural Bill of Rights, August 2015

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Stefanie K. Vaudreuil

Your Employee Did What?? – HR Lessons Learned From Real Cases, *Small School Districts Association (SSDA) Newsletter*, December 2014

A Supervisor's Daily Log is Considered an "Other File Used for Any Personnel Purposes" under the FBOR, *FDAC Report VOL 10 Issue 1*, February 2014, with Gage Dungy

Court of Appeal Holds that a Supervisor's Daily Log is Considered an "Other File Used for Any Personnel Purposes" under the FBOR and Confirmed a Firefighter's Right to Review and Respond to Adverse Comments Placed in Such a Daily Log, November 2013, with Gage Dungy

Social media leaves schools, courts in the dust, *The Daily Journal*, July 2013

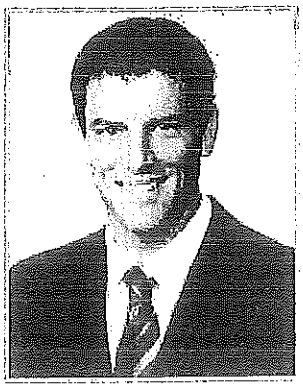
Presentations

Public Safety Legal Update: the Good, the Bad, and the Just Plain Ugly - California Fire Chiefs Association (CFCA) Annual Conference - Long Beach - September 23, 2015

Finding the facts: Disciplinary and Harassment Investigations - San Diego ERC - San Marcos - April 9, 2015

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LCW LIEBERT CASSIDY WHITMORE



James E. Oldendorph Jr.

Associate

Los Angeles

[redacted]
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Fax: 310.337.0837

James is an experienced litigator, and has successfully represented clients in employment litigation matters in both State and Federal court from inception through discovery, pre-trial proceedings, and settlement or trial. James represents and advises employers and individual managers/supervisors in cases involving alleged violations of Title VII, the Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Peace Officers Bill of Rights Act, the Firefighters Bill of Rights Act, and collective and class actions under the Fair Labor Standards Act and the California Labor Code, as well as injunctions, wage and hour claims, and wrongful discharge actions.

James is also experienced in representing LCW clients in various administrative appeal hearings, including matters before the Office of Administrative Hearings, Los Angeles County Civil Service Commission, ERCOM, and the Employment Development Department. While James represents all types of employers, he focuses his practice on representing law enforcement and fire agencies, and has successfully prosecuted numerous employee discipline and grievance matters involving these employees. James also handles other administrative matters for firm clients, such as DFEH and EEOC charges, and he provides advice and counsel to firm clients on a host of legal issues involving employment and labor law.

Additionally, James is fluent in Spanish, and utilizes this skill in consulting with LCW's Spanish speaking clients and in translating and drafting correspondence and contracts in Spanish.

Prior to joining Liebert Cassidy Whitmore's Los Angeles office, James' practice included a diverse civil trial practice including commercial litigation, products liability, consumer warranty law, collections and toxic tort litigation.

James was recognized as a "Rising Star" in the field of Employment Litigation: Defense in *Super Lawyers Magazine* in March 2015.

Education

JD, Southwestern Law School, Los Angeles
BA, University of California, Santa Barbara

Legal Expertise

Employment Law
Litigation Services
Public Education Law
Public Safety
Retirement, Health and Disability
Wage and Hour

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James E. Oldendorph Jr.

Representative Matters

Administrative Hearings:

Deputy Sheriff v. Sheriff's Department (2013) - Deputy Sheriff was terminated based on his failure to perform his basic job duties as a Deputy Sheriff assigned to Men's Central Jail and for falsifying Sheriff's Department documents. The Deputy was terminated for leaving his designated module area unattended and failing to obtain proper relief by his shift partners. During the periods of absence, the Deputy's module area containing inmate jail cells was left unattended and unmonitored. The Deputy falsified logs to make it appear as if he had monitored his assigned jail cells. The Appellant denied some of the factual allegations, and claimed that the Police Chief's punishment was too harsh. The Civil Service Commission rejected the former Deputy's arguments and upheld the termination.

Firefighter/Paramedic v. City (2012) - City firefighter/paramedic was suspended for three shifts based on his failure to perform his basic job duties as a firefighter/paramedic, including failure to respond to a call for service, failure to report for duty, and failure to have Fire Department apparatus, equipment and supplies in a response-ready condition. The Appellant denied most of the factual allegations, and claimed that the Fire Chief's punishment was unreasonable. The Administrative Law Judge with the Office of Administrative Hearings rejected the firefighter/paramedic's arguments and upheld the three-shift suspension.

Deputy Sheriff v. Sheriff's Department (2011) - Deputy Sheriff was terminated based on his failure to perform his basic job duties as a Deputy Sheriff assigned to Men's Central Jail and for falsifying Sheriff's Department documents. The Deputy was assigned to Men's Central Jail and was terminated for inappropriately accessing or hacking into the Sheriff's Department's computer system in order to create bar code "cheat sheets" which he and his fellow Deputies and Custody Assistants could use in lieu of conducting their required physical checks on the inmates in their cells. The Appellant admitted to the misconduct, but asserted that the Police Chief's level of discipline was too harsh. The Civil Service Commission rejected the former Deputy's arguments and upheld the termination.

Litigation:

Brotherhood of Locomotive Engineers and Trainmen, a Division of the Rail Conference, International Brotherhood of Teamsters; Glenn William Steele v. Southern California Regional Rail Authority, d/b/a Metrolink (2011) - In a case handled by Steve Berliner and James Oldendorph of Liebert Cassidy Whitmore's Los Angeles office, the Los Angeles County Superior Court ruled that Metrolink's installation and operation of an audio and video monitoring system in the cabs of Metrolink locomotives did not violate the locomotive engineers' privacy rights, due process rights, and that the actions were not preempted by state law. The union for the engineers that operate the locomotives, and one individual engineer, had sued Metrolink seeking declaratory and injunctive relief, arguing that the engineers had a reasonable expectation of privacy in the cabs of the locomotives, and that Metrolink's monitoring system violated their procedural and substantive due process rights. They also claimed that the installation of the cameras and the policy adopted to govern their use were preempted by state law. The Court granted Metrolink's motion for summary judgment on all of Plaintiffs' causes of action, finding that there were no issues of material fact warranting trial. This ruling resulted in a victory for Metrolink on all claims.

Affiliations

State Bar of California, Labor & Employment Section

Los Angeles County Bar Association

Long Beach Junior Chamber of Commerce

Awards

Selected for inclusion in Southern California *Super Lawyers Rising Stars* in the field of Labor and Employment, 2015

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James E. Oldendorph Jr.

Publications

Fallout from Amazon security screening case may be far reaching, *Los Angeles/San Francisco Daily Journal*, March 2014

Privacy in the Workplace: Is the Ninth Circuit's Expectation Reasonable?, *Employee Relations Department Newsletter*, February 2010, with Geoffrey S. Sheldon

Formal v. Informal Policy, Which Will Prevail?, *Los Angeles/San Francisco Daily Journal*, January 2010, with Geoffrey S. Sheldon

The Lilly Ledbetter Fair Pay Act: The Death of the Statute of Limitations Defense?, *CPER Journal*, May 2009, with Geoffrey S. Sheldon

Presentations

12 Steps to Avoiding Liability - Ventura/Santa Barbara ERC - Ventura - April 6, 2016

Employee Due Process Rights and 'Skelly:' A Guide to Implementing Public Employee Discipline - East Inland Empire ERC - Fontana - March 10, 2016

The Art of Writing the Performance Evaluation - Gateway Public ERC - Lakewood - December 3, 2015

The ABC's of Sustaining Discipline - Gateway Public ERC - South Gate - September 3, 2015

Managing the Marginal Employee - South Bay ERC - Rolling Hills Estates - June 2, 2015

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LCW LIEBERT CASSIDY WHITMORE



Paul D. Knothe

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Paul Knothe is an associate in Liebert Cassidy Whitmore's Los Angeles office. Paul advises and represents clients in the areas of employment law and labor relations. Paul has extensive experience in handling employment litigation, grievance arbitrations, administrative hearings, and providing day-to-day legal counsel to clients.

Paul's litigation practice includes matters in state and federal courts, including appellate courts pertaining to alleged discrimination and retaliation, wage-hour issues, and issues surrounding collectively bargained Memoranda of Understanding; handling all aspects of litigation, from case assessment and pre-trial motion practice, through all forms of discovery proceedings, and settlement, to trial. Paul has litigated both class-action and single or multi-plaintiff employment matters.

Paul also regularly conducts thorough workplace investigations, with a focus on high-profile incidents or allegations against senior management personnel.

Prior to joining LCW, Paul practiced labor and employment law in both the public and private sectors.

Education

JD, Georgetown University Law Center, Washington, DC
BA, University of Richmond, Virginia

Legal Expertise

Class Action Litigation
Employment Law
Labor Relations and
Negotiation Services
Litigation Services
Public Safety
Wage and Hour

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Representative Matters

Administrative Hearings:

Police Officers v. City (2015) - Currently prosecuting the termination appeals of multiple officers terminated in connection with an internationally renowned incident of excessive force resulting in the death of a citizen.

Appellate:

Association for Los Angeles Deputy Sheriffs v. County of Los Angeles (2015) - Published Court of Appeal decision holding that deputy sheriffs' associations that were parties to five MOUs providing for individual arbitration of wage/hour disputes could not combine claims and proceed instead in court in interest of "judicial efficiency." This opinion arose out of the same matter as *Los Angeles County v. Los Angeles County Employee Relations Commission*.

Litigation:

Romero v. City of Barstow; City of Barstow v. Barstow Police Officers Association (2015) - Defeated a petition for writ of mandate and obtained an order confirming arbitration award where terminated police officer claimed that he was entitled to judicial review of binding arbitration award under the POBR and Constitutional due process.

Los Angeles County v. Los Angeles County Employee Relations Commission (2013) - Obtained a writ of mandate overturning the order of the Employee Relations Commission combining into one multi-class action approximately 10,000 wage-hour claims that were required to be brought individually under the terms of five Memoranda of Understanding between the Association and the County.

Publications

Attorney General Issues Opinion Approving *Brady* List Procedures, October 2015

Presentations

LCW Webinar Recording: Transfer with Impunity or Punitive Action - Liebert Cassidy Whitmore - June 10, 2015

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LCW LIEBERT CASSIDY WHITMORE



Jennifer Rosner
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Jennifer is a prolific litigator with an extensive background in lawsuits involving discrimination, harassment and retaliation, as well as disciplinary and due process issues. As a litigator, Jennifer has considerable experience with law enforcement issues, including the Public Safety Officers Procedural Bill of Rights Act, and in defending law enforcement agencies in officer discipline, Section 1983 claims and *Pitchess* Motion hearings. She has tried law enforcement lawsuits to verdict and/or judgment in state and federal court in cases involving claims for retaliation for exercising freedom of speech rights and union activities under 42 U.S.C. Section 1983 and false imprisonment. In one of her recent trials, Jennifer obtained a non-suit after nine-day jury trial involving a police officer who alleged numerous tort causes of action. Jennifer has been successful in obtaining summary judgment on behalf of clients in many of her litigation matters in both state and federal court and also has extensive appellate experience.

In addition to her work as a litigator, Jennifer represents clients in numerous administrative appeal hearings and has a strong record of success on behalf of the firm's clients in in upholding their disciplinary decisions. Jennifer also frequently responds to requests from clients for advice and guidance in the areas of leave rights, disability interactive process, disability retirement, discipline, termination, Family Medical Leave Act, Fair Labor Standards Act, investigations, retaliation and discrimination. She also works extensively with local agencies on every facet of the disability accommodation process, including identifying disabilities, requesting medical documentation and evaluation, evaluating leave rights of disabled employees, engaging in the interactive process, identifying possible reasonable accommodations, complying with applicable disability laws, and, when necessary, disability retirements. Jennifer is a prolific trainer on numerous employment law issues, including disability and the interactive process, industrial disability retirement, investigations, discipline, managing the marginal employment, the Fair Labor Standards Act, Ethics, harassment, discrimination and retaliation. She was named a Southern California Rising Start in Employment Litigation in 2013.

Education

JD, Loyola Marymount University School of Law
BA, University of California, Los Angeles

Legal Expertise

Employment Law
Litigation Services
Public Safety
Retirement, Health and Disability
Wage and Hour

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Jennifer Rosner

Representative Matters

Appellate:

A. v. City of Desert Hot Springs (2015) - Successfully handled a case where a criminal defendant filed a writ of mandate seeking the Court of Appeal conduct an independent in camera review of a City of Desert Hot Spring Police Officer's personnel file and order disclosure of all discoverable material relating to his *Pitchess* motion, including investigation files. Defendant also requested that the Court of Appeal disclose any *ex parte* communications that the trial court Judge had with the DA and City during the in camera *Pitchess* and *Brady* proceedings. The City opposed the writ and argued that the Defendant had already obtained the limited information to which he was entitled i.e, the contact information of any complainants pertaining to specific allegations of misconduct subject to a protective order. He was not entitled to any additional documents nor to the sealed *ex parte* communications that the trial court Judge had with the DA and City during the *in camera* proceedings. After briefing, the Court of Appeal denied Defendant's writ petition.

Jorge Castaneda v. County Of Orange (2012) - The Court of Appeal held that former Deputy Juvenile Correctional Officer Jorge Castaneda's only means for challenging the outcome of binding arbitration concerning his termination from employment was based on a petition pursuant to Code of Civil Procedure Section 1285, also known as the California Arbitration Act. Appellant's failure to do so was fatal to his appeal and the termination was upheld.

Kansaku v. Hermosa Beach (2012) - In this litigation, the City of Hermosa Beach prevailed in a dispute about a police officer's right to an administrative appeal under Government Code Section 3304(b) both in the trial court by way of summary judgment and in the Appellate Court where Melanie Poturica presented the oral argument.

Jessica Jackson v. Los Angeles Unified School District (2011) - Successfully defended summary judgment in favor of the District in a case involving racial harassment, discrimination, failure to prevent and retaliation.

Crosby v. South Orange Community College District (2009) - The Court of Appeal sustained a trial court ruling that a college could impose reasonable time, place and manner regulations on the use of internet access in a college library.

Litigation:

Neely Nakamura v. City of Riverside Police Department, et al. (2013) - Successfully defended the City of Riverside and seven individual defendants, from demurrer through trial and the final non-suit, in a case where a police officer alleged eight causes of action. After 2 demurrers, which resulted in the dismissal of 4 of the individual defendants and 3 causes of action, Plaintiff's Third Amended Complaint alleged claims for: 1) Unlawful Search and Seizure; 2) Violation of the Public Safety Officer's Procedural Bill of Rights; 3) False Imprisonment; 4) Conversion; and 5) Violation of 42 U.S.C. section 1983. The Court granted summary adjudication as to all of Plaintiff's causes of action except the third cause of cause of action for false imprisonment against the City and the three individual defendants. The Court granted non-suit as to this cause of action after a nine day jury trial.

Jowski v. City of Hesperia (2012) - The Court found that the City was entitled to summary judgment against Jowski and his claims for disability discrimination and retaliation under the FEHA. Jowski was an insulin dependent diabetic. The City released Jowski after four months of probation with the City because he could not perform the essential functions of the Code Enforcement Officer position, which included communicating and interacting with members of the public. The Court found that Jowski could not demonstrate that he was performing competently in his job position or that his disability was a factor in the City's decision to release him from probation. The Court found that the City had legitimate, non-discriminatory and non-retaliatory reasons for releasing Jowski from employment.

Marvin, et al. v. Housing Authority of the City of Los Angeles (2011) - The Court found that HACLA was entitled to summary judgment because the 3 Plaintiffs had not exhausted their administrative remedies. In addition, the court

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found that Plaintiffs were unable to demonstrate that they engaged in protected activity or show a causal link between their complaints to HACLA and any adverse action taken against them by HACLA under the whistleblower retaliation statutes. Finally, the Court found that it was undisputed that the Plaintiffs were added to the list of positions, which were proposed for elimination because they were not essential to the daily operations of HACLA, and it would be more cost effective to contract out for those services. The Court found that these were legitimate, non-retaliatory reasons for Plaintiffs' layoffs.

Sellan, et al. v. Savelli, et al (2011) - On March 13, 2009, Plaintiffs Scott Kansaku, Donovan Sellan and David Bohacik filed a lawsuit against the City of Hermosa Beach, the Hermosa Beach Police Department Stephen Burrell, Gregory Savelli, Thomas Bohlin and Thomas Eckert. Plaintiffs alleged two causes of action under the Public Safety Officers Procedural Bill of Rights. ("POBR") and a third cause of action under 42 U.S.C. section 1983. Defendants removed the lawsuit to federal court. Following motions to dismiss, the individual defendants and the third cause of action were dismissed from the lawsuit. The lawsuit was then remanded back to the Superior Court for adjudication of the remaining state law claims. On August 10, 2010, the Court granted summary judgment against Plaintiff Scott Kansaku. The Court found that Defendants did not violate Plaintiff Kansaku's rights under the POBR.

Yevnovkian v. Los Angeles Unified School District (2010) - Successfully represented the District against a petition for writ of mandate seeking reinstatement of a teacher who resigned and retired via a supplemental retirement program.

Ramirez v. City of Hermosa Beach (2009) - Prevailed in an eight day jury trial which involved a section 1983/First Amendment/retaliation claim brought by a police officer naming the City, the Police Chief and various members of the command staff as individual defendants. The City was dismissed from Plaintiff's First Amendment claim prior to the jury trial. The jury returned with a verdict in favor of the individual Defendants. Specifically, the jury found that the individual Defendants did not retaliate against the officer based upon his First Amendment speech and/or activities as a member of the Hermosa Beach Police Officers Association.

Jessica Jackson v. Los Angeles Unified School District (2009) - won summary judgment in favor of the District in a case involving racial harassment, discrimination, failure to prevent and retaliation.

Awards

Selected for inclusion in Southern California *Super Lawyers Rising Stars* in the field of Employment Litigation: Defense, 2013

Publications

It's Not FMLA Unless I Say So!, *FDAC Report VOL 10 Issue* 2, May 2014

Extending Qualified Immunity To Private Individuals, *Employment and Appellate Law360*, May 2012, with Jeffrey C. Freedman

Presentations

Sick and Disables Employees - San Diego ERC - La Mesa - May 5, 2016

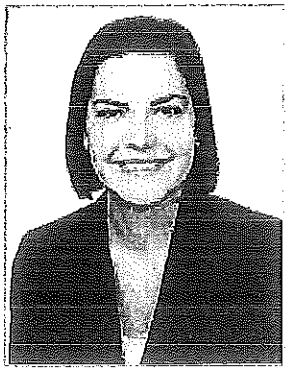
Advanced Investigations of Harassment Complaints - San Diego ERC - La Mesa - May 5, 2016

Advanced Disability GPS for Public Employers - Liebert Cassidy Whitmore - South Gate, CA - November 17, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - Orange County Consortium - Costa Mesa - November 5, 2015

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LIEBERT CASSIDY WHITMORE



Leighton Davis Henderson

Associate

Los Angeles

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Fax: 310.337.0837

Leighton Davis Henderson provides representation and legal counsel to Liebert Cassidy Whitmore clients in matters pertaining to employment and labor law. Leighton primarily works as a litigator, representing public safety agencies, cities, and counties at all levels of the litigation process, including administrative hearings and grievance arbitrations, trial, and appeal. Most recently, Leighton successfully represented a police department in a police officer's appeal of his suspension, and secured the dismissal of two individual defendants (City employees) in a federal retaliation lawsuit. Leighton has litigated actions brought under the Fair Employment and Housing Act, Title VII, the Uniformed Services Employment and Reemployment Act, the United States Constitution, and the Civil Rights Acts of 1866 and 1871. Leighton also works closely with her clients in order to help them avoid litigation, providing ongoing advice and counsel on a variety of personnel issues, including investigations into suspected employee misconduct, discipline, and compliance with the POBR, FBOR, and state and federal leave laws.

In addition to her work on behalf of our clients, Leighton authors the firm's monthly newsletters, *Client Update, Briefing Room,* and *Fire Watch*. Leighton also travels throughout Southern and Central California to provide trainings on various employment and management topics including social media, performance evaluations, and preventing harassment, discrimination, and retaliation.

Prior to joining Liebert Cassidy Whitmore, Leighton clerked at the Office of the District Attorney for the County of Orange. She was also a Judicial Extern for the Honorable James R. Lambden at the California Court of Appeal and the Honorable Thierry Patrick Colaw at Orange County Superior Court. Leighton was a commencement speaker at the University of California, Hastings College of the Law, as well as a member of the Moot Court Board.

Education

JD, University of California, Hastings College of Law
BA, University of California, Los Angeles

Legal Expertise

Employment Law
Litigation Services
Public Education Law
Public Safety

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Representative Matters

Administrative Hearings:

Police Officer v. City (2015) - Personnel Hearing Board upheld suspension of police officer for failure to comply with Departmental orders.

Litigation:

Police v. City and Individual Defendants (ongoing) - Federal district court granted motion to dismiss with prejudice, resulting in two individual defendants being dismissed from the lawsuit.

Publications

District Did Not Waive Attorney-Client Privilege By Inadvertently Disclosing Privileged Documents In Response To A PRA Request, September 2015

License Plate Data Collected and Stored by Sheriff's Department Was Exempt from Disclosure Under PRA Exemption for Records of Police Investigation, July 2015

Billing Statements Sent from Outside Law Firms to Los Angeles County Were Protected from Disclosure Under PRA as Attorney-Client Privileged Communications, June 2015

Public Sector Case Notes, *California Labor & Employment Law Review*, May 2013, with Bruce Barsook

Presentations

Legal Issues Related to Generational Diversity and Succession Planning: The Future is Here - West Inland Empire ERC - Rancho Cucamonga - May 12, 2016

Difficult Conversations - West Inland Empire ERC - Rancho Cucamonga - May 12, 2016

Retaliation - Imperial Valley ERC - Imperial - December 3, 2015

Social Media - Imperial Valley ERC - Imperial - December 3, 2015

Embracing Diversity - San Gabriel Valley ERC - Alhambra - November 18, 2015

Difficult Conversations - San Gabriel Valley ERC - Alhambra - November 18, 2015

Privacy Issues in the Workplace - South Bay ERC - Torrance - November 5, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - City of Glendale - Glendale - November 3, 2015

Panel Presentation - Disability Management Employer Coalition (DMEC) October 2015 Chapter Meeting - Long Beach - October 14, 2015

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Preventing Workplace Harassment, Discrimination and Retaliation - City of Glendale - Glendale - September 22, 2015

Preventing Workplace Harassment - City of Hesperia - Hesperia - June 18, 2015

The Art of Writing the Performance Evaluation - City of Vista - Vista - June 15, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - City of Newport Beach - Newport Beach - June 11, 2015

Prevneting Workplace Harassment, Discrimination and Retaliation - City of Culver City Police Department - Culver City - June 3, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - City of Newport Beach - Newport Beach - June 2, 2015

Embracing Diversity - City of Pasadena - Pasadena - May 12, 2015

LCW Webinar Recording: New Requirements Under CA Leave Law: What CA Employers Need to Know! - Liebert Cassidy Whitmore - April 2, 2015

Social Media - Coachella Valley ERC - Rancho Mirage - April 1, 2015

Managing the Marginal Employee - Coachella Valley ERC - Rancho Mirage - April 1, 2015

Social Media - San Gabriel Valley ERC - Alhambra - March 11, 2015

12 Steps to Avoiding Liability - San Gabriel Valley ERC - Alhambra - March 11, 2015

Social Media - Los Angeles County Human Resources Consortium - Los Angeles - February 19, 2015

Top 10 Do's and Don'ts in Conducting Performance Evaluations - Public Agency Risk Managers Association (PARMA) 2015 Annual Confeence - Anaheim - February 11, 2015

Social Media - West Inland Empire ERC - Diamond Bar - January 15, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - West Inland Empire ERC - Diamond Bar - January 15, 2015

Social Media - East Inland Empire ERC - Fontana - January 8, 2015

Preventing Workplace Harassment, Discrimination and Retaliation - East Inland Empire ERC - Fontana - January 8, 2015

Social Media - Central Coast ERC - San Luis Obispo - November 12, 2014

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State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION

FILE NUMBER:	C1057793
FORMATION DATE:	10/21/1981
TYPE:	DOMESTIC CORPORATION
JURISDICTION:	CALIFORNIA
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 19, 2015.

ALEX PADILLA
Secretary of State

RML

NP-25 (REV 01/2015)

THE STATE BAR OF CALIFORNIA

Monday October 19 2015

ATTORNEY SEARCH

Geoffrey Scott Sheldon - #185560

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	185560		
Address:	Liebert Cassidy Whitmore 6033 W Century Blvd #500 Los Angeles, CA 90045 Map it	**Phone Number:**	(310) 981-2000
		Fax Number:	(310) 337-0837
		e-mail:	gsheldon@lcwlegal.com
County:	Los Angeles	**Undergraduate School:**	Univ of Massachusetts; Amherst MA
District:	District 2		
Sections:	Labor & Employment	**Law School:**	Southwestern Univ SOL; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
12/10/1996	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

Monday October 19 2015

THE STATE BAR OF CALIFORNIA

ATTORNEY SEARCH

J Scott Tiedemann - #180456

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	180456		
Address:	Liebert Cassidy Whitmore 6033 W Century Blvd #500 Los Angeles, CA 90045 Map it	**Phone Number:**	(310) 981-2000
		Fax Number:	(310) 337-0837
		e-mail:	stiedemann@lcwlegal.com
County:	Los Angeles	**Undergraduate School:**	Loyola Marymount Univ; Los Angeles CA
District:	District 2		
Sections:	Law Practice Mgmt Labor & Employment Litigation	**Law School:**	Loyola Law School; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
12/12/1995	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

Friday October 23, 2015

THE STATE BAR OF CALIFORNIA

ATTORNEY SEARCH

Stefanie Kristin Vaudreuil - #210664

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	210664		
Address:	Liebert Cassidy Whitmore 550 West C St Ste 620 San Diego, CA 92101 Map it	**Phone Number:**	(619) 481-5900
		Fax Number:	(619) 446-0015
		e-mail:	svaudreuil@lcwlegal.com
County:	San Diego	**Undergraduate School:**	California St Polytechnic Univ; Pomona CA
District:	District 4		
Sections:	Labor & Employment	**Law School:**	Whittier Coll SOL; CA

Status History

Effective Date	Status Change
Present	Active
12/5/2000	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

Friday, October 23, 2015

THE STATE BAR OF CALIFORNIA

ATTORNEY SEARCH

Paul David Knothe - #254011

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	254011		
Address:	Liebert Cassidy Whitmore 6033 West Century Blvd 5th Fl Los Angeles, CA 90045 Map it	**Phone Number:**	(310) 981-2029
		Fax Number:	(310) 337-0837
		e-mail:	pknothe@lcwlegal.com
County:	Los Angeles	**Undergraduate School:**	Univ of Richmond; Richmond VA
District:	District 2		
Sections:	Labor & Employment	**Law School:**	Georgetown Univ Law Ctr; Washington DC

Status History

Effective Date	Status Change
Present	Active
12/4/2007	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

Friday October 23, 2015

THE STATE BAR OF CALIFORNIA

ATTORNEY SEARCH

James Edward Oldendorph Jr - #230556

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	230556		
Address:	Liebert Cassidy Whitmore 6033 W Century Blvd Ste 500 Los Angeles, CA 90045 Map it	**Phone Number:**	(310) 981-2000
		Fax Number:	(310) 337-0837
		e-mail:	joldendorph@lcwlegal.com
County:	Los Angeles	**Undergraduate School:**	Univ of California Santa Barbara; CA
District:	District 2		
Sections:	Labor & Employment	**Law School:**	Southwestern Univ SOL; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
5/26/2004	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

Friday October 23, 2015

THE STATE BAR OF CALIFORNIA

ATTORNEY SEARCH

Jennifer Michelle Rosner - #227676

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	227676		
Address:	Liebert Cassidy Whitmore 6033 W Century Blvd Ste 500 Los Angeles, CA 90045 Map it	**Phone Number:**	(310) 981-2000
		Fax Number:	(310) 337-0837
		e-mail:	jrosner@lcwlegal.com
County:	Los Angeles	**Undergraduate School:**	Univ of California at Los Angeles; CA
District:	District 2		
Sections:	Labor & Employment	**Law School:**	Loyola Law School; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
12/3/2003	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

Friday October 23, 2015

THE STATE BAR OF CALIFORNIA

ATTORNEY SEARCH

Leighton Davis Henderson - #281123

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	281123		
Address:	Liebert Cassidy Whitmore 6033 W Century Blvd 5th Floor Los Angeles, CA 90045 Map it	**Phone Number:**	(310) 981-2034
		Fax Number:	Not Available
		e-mail:	ldavis@lcwlegal.com
County:	Los Angeles	**Undergraduate School:**	Univ of California at Los Angeles; CA
District:	District 2		
Sections:	Labor & Employment	**Law School:**	UC Hastings COL; San Francisco CA

Status History

Effective Date	Status Change
Present	Active
12/9/2011	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 4. Liebert Cassidy Whitmore				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	8	80	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	8	80	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	9	45	
			TOTAL		

GENERAL NOTES:
Case experience, excellent ref.

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NAME: Chief Diaz TITLE: Chief DATE: 11/05/15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM: LIEBERT/CASSIDY/WHITMORE

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	9	90	QUALITY FIRM WITH EXTENSIVE YEARS OF SERVICE PROVIDING LEGAL SERVICES REQUESTED
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	9	135	QUALITY ATTORNEYS ABLE TO HANDLE SERVICES REQUESTED
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	9	90	DEMONSTRATED KNOWLEDGE OF WORK REQUESTED AND ABILITY TO HANDLE IN A TIMELY FASHION
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	8	40	GOOD REFERENCES FROM DIFFERENT AGENCY SIZES.
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: Lt. DATE: 11-4-15

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CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 4. Liebert Cassidy Whitmore				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	5		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	5		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	0		
			TOTAL		
GENERAL NOTES:					

609

NAME: R L [illegible] TITLE: SERGEANT DATE: 11-18-15

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Proposal

for

Consultant/Firm to Provide Legal Representation for *Pitchess* Motion Hearings and Legal Advice on Incidents Involving "Use of Force" by Members of the Banning Police Department

Submitted by:

HURRELL CANTRALL LLP

700 SOUTH FLOWER STREET, SUITE 900

LOS ANGELES, CALIFORNIA 90017-4121

TELEPHONE (213) 426-2000

FACSIMILE (213) 426-2020

WWW.HURRELLCANTRALL.COM

October 26, 2015

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COMPANY PROFILE

Hurrell Cantrall LLP seeks to be selected as the City of Banning's legal firm to provide representation for *Pitchess* motion hearings, as well as to provide legal advice regarding "use of force" incidents by the Banning Police Department. In presenting this Proposal, we affirm our ability to comply with the City's Contract Services Agreement.

Hurrell Cantrall LLP is primarily a litigation and appellate law firm. Our practice is concentrated on governmental entity liability with an emphasis on claims arising out of alleged common law tort and statutory and constitutional violations. In particular, we frequently defend claims of constitutional and statutory civil rights claims, as well as state claims brought under the California Government Claims Act. Our client base is presently made up of approximately 85% of public agencies, governmental entities, and institutions. Other robust practice areas include general liability, employment law, products liability and toxic tort litigation, professional liability, and appeals for public and private sector clients, in state and federal court.

Our firm is uniquely qualified to provide the City's requested legal services. We specialize in "use of force" cases, with close to two decades in servicing law enforcement agencies in this nuanced area of law. Relevant clients include the Los Angeles County Sheriff's Department and Probation Department, and the City of Los Angeles Police Department. As part of our litigation representation for law enforcement agencies, we frequently defend clients in *Pitchess* motion hearings. This is typically part of our handling of civil rights cases for law enforcement agencies.

As discussed in detail below, Hurrell Cantrall LLP is devoted to providing superior legal defense services in an efficient and cost-effective manner in California. We focus on establishing good working relationships with our clients to obtain the best possible outcome in each matter. The ability to effectively communicate and our attention to detail has resulted in great success for our clients.

Hurrell Cantrall LLP presently employs twenty-five attorneys. Its attorneys have active and current memberships and are in good standing before the State Bar of California and various federal courts in California. Many of the firm's attorneys are also licensed in other states. We also employ five experience paralegals and twelve full-time support staff. A benefit of being a mid-sized firm in Downtown Los Angeles is that each of our clients receives personal attention from the attorneys and professionals assigned to their cases.

Our approach to defending cases has consistently led to defense verdicts, dismissals, summary judgments, favorable appellate decisions, and nominal settlements. In addition to having significant trial experience in the areas of governmental liability, employment litigation, and general civil practice, we also assist our clients in developing strategies to avoid litigation at the organizational level.

Hurrell Cantrall LLP's company profile documentation, including copies of its business licenses, professional certifications, and other credentials have been included in Appendix A at the end of the Proposal.

ORGANIZATION AND STAFFING

PROPOSED ATTORNEYS

We propose the following attorneys to provide services on behalf of the City of Banning. Detailed resumes for each attorney below can be found in Appendix B.

Thomas C. Hurrell

Thomas C. Hurrell, California Bar No. 119876, is proposed as lead attorney and primary contact person on all services provided to the City. He has been licensed to practice law for almost 30 years. He received his undergraduate degree from the University of California, San Diego, and his J.D. from Case Western Reserve University. After approximately seven years of practice, he became one of the youngest members of the American Board of Trial Advocates.

Mr. Hurrell is the Managing Partner of Hurrell Cantrall LLP and has tried well over 150 cases. He has successfully tried cases on behalf of government entity clients, including law enforcement agencies, in state and federal courts, in cases involving claims under the Government Claims Act and violations of civil rights under 42 U.S.C. § 1983 and *Civil Code* §§ 51, 51.7, and 52.1, resulting in defense verdicts. He has also tried numerous general liability and employment law cases, which have resulted in defense verdicts.

In addition, Mr. Hurrell is a sought after lecturer on topics related to use of force. He, as well as other attorneys in the firm, have presented before law enforcement agencies and related organizations, as well as at continuing education seminars, on how municipalities can best handle police liability claims.

Mr. Hurrell has been chosen as *Attorney of the Year* by the Los Angeles County Sheriff's Department and has been selected as a *Super Lawyer* for several years, including the present year.

Mariam Kaloustian

Mariam Kaloustian, California Bar No. 236702, is proposed as a competent, substitute/backup for legal representation who will assist as needed on all services provided to the City. Ms. Kaloustian has been with the firm since 2005 and was named a Partner of Hurrell Cantrall LLP in 2011. She is a graduate of the University of Southern California and Loyola Law School.

Ms. Kaloustian practices extensively in state and federal court, in areas of public entity, employment and general liability. Her expertise is defending law enforcement agencies and its employees against constitutional and statutory civil rights claims. She has a high success rate in defending these cases by early disposition at either the pleading or summary judgment stages. In many of these cases, *Pitchess* motions have been defended by Ms. Kaloustian or in the cases she supervises.

She has co-chaired numerous state and federal trials that have resulted in defense verdicts. Most recently, in May 2015, Ms. Kaloustian was instrumental in obtaining a dismissal in of a lawsuit filed against a police officer for violations of civil rights.

STATEMENT OF QUALIFICATIONS OF HURRELL CANTRALL LLP ATTORNEYS

Hurrell Cantrall LLP's attorneys have never been sued for malpractice, been subject to complaints filed or had discipline imposed by the California State Bar.

Qualified Professional Support Staff

Hurrell Cantrall LLP employs a professional support staff consisting of seven highly trained and reliable litigation secretaries, five experienced paralegals, and a full-time docket clerk. The majority of this professional support staff has been with the firm for over ten years. We offer continuing education for these staff members, which is vital in keeping the firm up to date in general law firm organization, calendaring techniques, and trial readiness technologies. We also utilize paralegals whenever possible, with the intention to keep costs of litigation down for the client.

Commitment to Diversity

Hurrell Cantrall LLP is committed to developing and fostering a professional work environment that reflects the rich diversity of our community and those we serve. We firmly believe a diverse workplace is an important asset that encourages the free flow of ideas and cultivates the conception of innovative solutions that exceed the expectation and needs of our clients. Consequently, we have brought together a group of superb lawyers with different backgrounds and life experiences, as reflected below and in the biographic profiles of our respective attorneys on our website at www.HurrellCantrall.com. This diversity enables us to view factual and legal issues from various perspectives with the goal of yielding excellent results and discouraging future lawsuits against the client.

Firm Statistics

Total Attorneys/Of Counsel 25

Female partners.....71%
Male partners.....29%

Minority Partners.....30%
Minority Attorneys 32%
Minority Professional Support Staff.....68%

Hurrell Cantrall LLP is an equal opportunity employer. The firm does not discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, marital status, disability, status as a veteran, or any other legally protected characteristic.

RELEVANT EXPERIENCE AND EXPERTISE

Hurrell Cantrall LLP has been providing legal services to the law enforcement community for almost two decades. Over the course of that time, we have handled hundreds of cases involving the representation of the Los Angeles County Sheriff's Department and the Los Angeles Police Department and their respective employees in a whole range of matters, including allegations of violations of the First, Fourth, Fifth, Sixth, Eighth, and Fourteenth Amendments of the U.S. Constitution, battery/assault, excessive force, sexual battery/assault, malicious prosecution, conspiracy, and violations of the Bane Act, Ralph Act, and Unruh Civil Rights Act. Approximately 60% of our practice is devoted to defending these types of cases at any given time. In the course of our representation of these law enforcement entities, we regularly defend against and oppose *Pitchess* motions brought by the plaintiffs and advise our clients on the legality of using force under the circumstances. We also make recommendations on changes to policies to avoid future litigation.

We frequently oppose *Pitchess* motions in the litigated matters we handle. However, the nature of these motions is such that they would be similarly handled outside the context of a lawsuit. The *Pitchess* motions that we have opposed have arisen in lawsuits involving claims of excessive force, sexual assault, false arrest/imprisonment, battery, and violation of civil rights. The plaintiffs in those cases have sought the production of a wide variety of documents, including the conclusions and reports of internal affairs investigations, personnel records, prior complaints, and psychological or other medical information concerning law enforcement personnel. We have prevailed on opposing such motions on the grounds that the parties seeking the information fail to demonstrate the existence of good cause. More specifically, we have successfully argued in opposition to these motions that the party seeking it cannot show any materiality between the information sought and the pending litigation. Furthermore, we have been victorious at arguing that certain documents, such as conclusions and reports of internal affairs investigations, are absolutely privileged and thus not discoverable. Additionally, we have been successful at preventing the disclosure of documents, in their entirety, after in-camera reviews of the documents by the courts. Lastly, we have also been successful at limiting the extent of disclosure of the information requested in *Pitchess* motions.

In addition to the foregoing, we are often called upon by law enforcement entities or their in-house counsel to advise on a variety of legal issues affecting law enforcement officers, including specifically on topics involving use of force. The law on use of force, and the applicability of qualified immunity in use of force incidents, is a frequently evolving area of law, particularly as technological advances results in the increased availability of new tools for officers. For example, while electronic control weapons (ECW), such as tasers, have been available for use for over a decade, the legal questions surrounding the circumstances in which a taser may be used by law enforcement did not become clearer until the development of relatively recent case law. Because inadequate or deficient law enforcement training may form a basis for a civil rights claim where the failure to train amounts to deliberate indifference, department policies play a crucial role in what training is mandated and how it is delivered. Therefore, we are occasionally consulted for recommendations on best practices based on the evolving case law to reduce the risk of litigation, while ensuring that law enforcement officers are given the tools they need to protect themselves and the community they serve.

PROJECT APPROACH

Hurrell Cantrall LLP recognizes that a firm must partner with its client to best achieve desired results. Therefore, we will tailor our firm's approach to the needs of the City. Nevertheless, we propose the following, which our clients have found to be a valuable and successful approach.

Pitchess Motions Hearings

At the assignment of a matter, Hurrell Cantrall LLP will review the motion and evaluate the applicability of potential privileges to the information and documents requested. We will then advise on our recommendations relating to the discoverability of the documents sought and prepare an opposition to the motion. We will also advise the client of the likelihood of success, and our recommendations for further handling. Additionally, to the extent necessary, we meet with the City's implicated departments and employees. In addition, if requested or necessary, meetings with the Police Chief or his designee will be coordinated for reporting purposes or to address questions or concerns of the City and Police Department.

If representation in a matter is expected to last longer than one month, regular reporting will ensue thereafter with case status and strategy and recommendations for further handling on a bi-monthly basis, pursuant to the Reporting Schedule identified in the Request for Proposal, unless the City would prefer more frequent reporting intervals.

Use of Force Consultation

Hurrell Cantrall LLP's approach in providing use of force consulting will be similar to that of its substantive representation with regard to *Pitchess* motion hearings. When services are requested from the City and/or the Police Department, initial reporting will include a defined scope of work and budget. The proposed budget will comply with the City's request "not to exceed fixed budget/fee."

Upon receiving a notice to proceed, Mr. Hurrell or Ms. Kaloustian will provide the City with a report analyzing the legal issues presented regarding the subject use of force incident, and make recommendations regarding handling of the incident or claim. The report will address analogous case law, applicable immunities and other defenses, and operational or organizational recommendations to address future similar incidents.

It is also anticipated that certain inquiries from the City and/or the Police Department will be time sensitive. Mr. Hurrell and Ms. Kaloustian are very knowledgeable in police practices and law enforcement techniques, as well as general policies employed by law enforcement agencies, and will be able to provide legal advice to many such inquires without a delay.

Furthermore, Mr. Hurrell and Ms. Kaloustian extensive experience in litigating use of force cases means they are readily familiar with relevant documentation such as departmental force reports, internal affairs investigative files, and P.O.S.T. standards.

PROJECT CONTROLS

Hurrell Cantrall LLP takes advantage of the latest technologies to streamline communications and maximize efficiency and effectiveness both within the firm and with its clients. If desirable by the City, transmittal of reports can be accomplished via electronic mail.

To ensure that all critical deadlines are met, we employ a full-time docket clerk to oversee relevant deadlines and cut-off dates for cases in state and federal courts. The firm also utilizes a software program to further assist in calendaring of pertinent dates. Moreover, legal assistants double diary dates, which will be monitored by Mr. Hurrell or Ms. Kaloustian.

The firm utilizes a software-based billing program, which assists in the preparation of timely and accurate invoices, submitted on a monthly basis. Our Accounting Department regularly prepares invoices in specialized formats requested by its government entity clients, and we are able to tailor our invoices as requested by our clients. As many of our clients prefer, we can also submit invoices electronically.

Additionally, Hurrell Cantrall LLP has well-established, long-term relationships with our vendors to keep costs to a minimum. For example, in matters where a large paper volume is anticipated, we often negotiate with outside copying vendors for a volume discount fee.

CLIENT REFERENCES

County of Los Angeles/Los Angeles County Sheriff's Department

Roger Granbo
Senior Assistant County Counsel
Office of the County Counsel
648 Kenneth Hahn, Hall of Administration
500 West Temple Street
Los Angeles, California 90012
(213) 974-1811
Rgranbo@counsel.lacounty.gov

Hurrell Cantrall LLP has provided legal services to the Los Angeles County Sheriff's Department since 2001. Since that time, we have regularly represented the Department, its Sheriff, and its employees in a myriad of lawsuits arising out of allegations of violations of civil rights under state and federal law and common law tort claims. In the course of that representation, we frequently have responded to *Pitchess* motions and made recommendations and given advice relating to use of force.

City of Los Angeles/Los Angeles Police Department

Cory M. Brente
Supervising Assistant City Attorney-Police Litigation Unit
200 North Main Street, 6th Floor
Los Angeles, California 90012
(213) 978-7021
cory.brente@lacity.org

Hurrell Cantrall LLP has represented law enforcement officers with the Los Angeles Police Department since 2010. In those matters, we have represented officers who are alleged to have committed violations of civil rights, assault/battery, false arrest/imprisonment, and sexual assault/battery.

Los Angeles Unified School District

Alexander A. Molina
Los Angeles Unified School District
Office of General Counsel
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017
(213) 241-7688
alexander.molina@lausd.net

Hurrell Cantrall LLP has represented the Los Angeles Unified School District and its employees in labor and employment and general liability matters since approximately 2009.

PROPOSED FEE SCHEDULE

Hurrell Cantrall LLP offers competitive hourly rates. Not only is our firm able to efficiently use attorney time, but it also has an experienced paralegal team to help keep client costs to a minimum. We propose the following fee schedule for work for the City:

		Hourly Rate
A.	*Pitchess* Motion Services	$195.00
B.	Legal Advice on "Use of Force" Incidents	$225.00
C.	Cost for Paralegal Services, if applicable	$90.00

Billing will be in six-minute increments.

APPENDIX A: COMPANY PROFILE DOCUMENTATION

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 12/4/2011

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000740101-0001-5	L049	Professions/Occupations	08/01/2002	Active

ISSUED TO

HURRELL CANTRALL, LLP
FORGEY & HURRELL;HURRELL & CANTRALL, LLP.

700 S FLOWER STREET SUITE #900
LOS ANGELES, CA 90017-4121

POST OFFICE BOX #811713
LOS ANGELES, CA 90081-0012

ISSUED BY:

Antoinette D. Christandl

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS P.O. BOX 53200, LOS ANGELES CA 90053-0200
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

THE STATE BAR OF CALIFORNIA

ATTORNEY SEARCH

Thomas Charles Hurrell - #119876

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	119876		
Address:	Hurrell Cantrall LLP 700 S Flower St Ste 900 Los Angeles, CA 90017 Map it	**Phone Number:**	(213) 426-2000
		Fax Number:	(213) 426-2020
		e-mail:	thurrell@hurrellcantrall.com
County:	Los Angeles	**Undergraduate School:**	Univ of California San Diego; La Jolla CA
District:	District 2		
Sections:	None	**Law School:**	Case Western Reserve Un SOL; Cleveland OH

Status History

Effective Date	Status Change
Present	Active
12/10/1985	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions

Start New Search

THE STATE BAR OF CALIFORNIA

ATTORNEY SEARCH

Mariam Kaloustian - #236702

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	236702		
Address:	Hurrell Cantrall LLP 700 S Flower St Ste 900 Los Angeles, CA 90017 Map it	**Phone Number:**	(213) 426-2012
		Fax Number:	(213) 426-2020
		e-mail:	[redacted]
County:	Los Angeles	**Undergraduate School:**	Univ of Southern Calif; Los Angeles CA
District:	District 2		
Sections:	None	**Law School:**	Loyola Law School; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
6/7/2005	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search

APPENDIX B: ATTORNEY RESUMES

THOMAS C. HURRELL
Managing Partner

Hurrell Cantrall LLP
700 S. Flower Street, Ste. 900 ▪ Los Angeles, CA 90017
thurrell@hurrellcantrall.com ▪ (213) 426-2000

Professional Experience

Hurrell Cantrall LLP, Los Angeles, California

Thomas C. Hurrell is the managing partner and senior trial attorney at Hurrell Cantrall LLP. He began his legal career with its predecessor firm, Hillsinger and Costanzo, P.C., immediately after law school. He quickly jumped into the trial arena his first year of practice, averaging six to eight trials a year as he progressed in his career. He has tried well over 100 jury and bench trials in both state and federal courts involving toxic tort, product liability, statutory and common law torts, alleged violations of civil rights under the U.S. Constitution, and employment law matters.

At the age of 32, he became one of the youngest members in the country to qualify to become a member in The American Board of Trial Advocates, and has achieved the rank of Advocate in that prestigious organization. He has achieved a remarkable success rate in the last decade, often achieving major victories. Most recently, these included defense verdicts in multiple civil-rights cases against law-enforcement agencies, and defense verdicts in several wrongful-death cases.

He is a frequent lecturer on topics of trial strategy and loss prevention for various organization and the firm's clients, and serves as a faculty member of the Jack Daniels ABOTA Trial School.

He is a member of the Los Angeles County and the American Bar Associations, DRI, the Association of Southern California Defense Counsel, and the Lawyer-Pilots Bar Association.

Honors

Rank of Advocate in American Board of Trial Advocate (ABOTA)
Attorney of the Year – Los Angeles County Sheriff's Department, 2007
Super Lawyer, Southern California, 2009-2016

Education

Case Western Reserve University School of Law
Juris Doctor, 1985

University of California, San Diego
Bachelor of Arts, Political Science, 1982

Bar Admission

State Bar of California
United States Court of Appeals for the Ninth Circuit
United States District Court, Northern District of California
United States District Court, Central District of California
United States District Court, Eastern District of Pennsylvania

MARIAM KALOUSTIAN
Hurrell Cantrall LLP
700 S. Flower Street, Ste. 900 ▪ Los Angeles, CA 90017
mkaloustian@hurrellcantrall.com ▪ (213) 426-2000

Professional Experience

Hurrell Cantrall LLP ▪ Los Angeles, CA
Partner, December 2011-Present, Associate Attorney, October 2005-December 2011

- Aggressively engage in all aspects of civil rights litigation on behalf of governmental entities; practice focused on police practices, use of force law, civil rights defense
- Manage all law and motion practice in state and federal courts on assigned cases, including preparation of demurrers, motions to dismiss, mediation briefs, and motions for summary judgment
- Participate in all aspects of discovery, including interviewing witnesses and experts, conducting and defending lay and expert depositions, as well as propounding and responding to written discovery
- Draft trial documents, including trial briefs, motions in limine, motions to exclude expert testimony, proposed final pretrial conference order, special jury instructions, witness and exhibit lists
- Effectively prepare for all aspects of trial, including preparation of opening statements, voir dire questions, as well as direct and cross examination outlines for parties, witnesses, and experts
- Served as co-chair in federal and state jury trials, participated in voir dire, and cross-examined witnesses.

McKiernan Law Firm ▪ Los Angeles, CA
Associate / Law Clerk, August 2004-October 2005, Summer 2003

- Acted as second chair in bench trial, attended mediations and hearings
- Conducted legal research and drafted memoranda

United States District Court, Central District of California
Judicial Extern to the Honorable Dickran Tevrizian, Fall 2003

- Reviewed motions, researched relevant statutory and case law, and prepared tentative court rulings
- Observed settlement conferences, motion hearings, sentencing hearings, and trials

Los Angeles Superior Court ▪ Los Angeles, CA
Judicial Extern to the Honorable Owen Lee Kwong, Summer 2002

- Reviewed motions, researched relevant law, and assisted in preparation of court rulings.
- Observed settlement conferences and attended numerous trials.

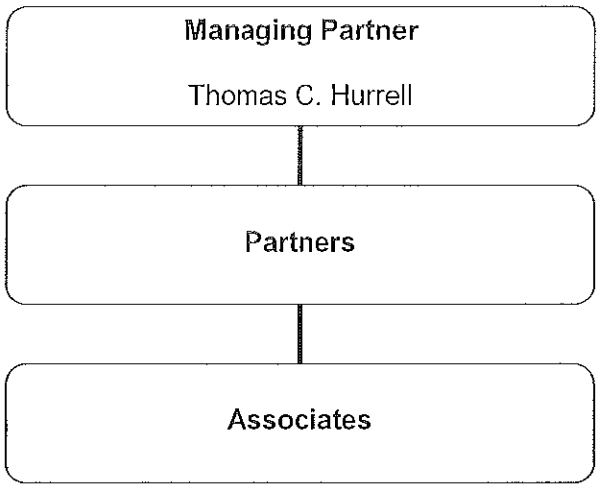
Education

Loyola Law School, Los Angeles ▪ Juris Doctor, 2004
University of Southern California ▪ Bachelor of Science, Business Administration, 2001

Bar Admissions

State Bar of California, 2006
United States Court of Appeals for the Ninth Circuit
United States District Court, Central District of California

APPENDIX C: ORGANIZATION CHART


Managing Partner
Thomas C. Hurrell
Partners
Associates

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 5. Hurrell Catrall, LLP				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	6	60	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	5	75	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	5	50	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	5	25	
			TOTAL		
GENERAL NOTES:					

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NAME: Alex Diaz TITLE: CHIEF DATE: 11/07/15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM: HURRELL CATRALL, LLP

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	7	70	QUALIFIED FIRM TO HANDLE LEGAL SERVICES REQUESTED
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	QUALIFIED ATTORNEYS FOR USE OF FORCE ISSUES. PITCHESS MOTION EXP A LITTLE VAGUE.
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	7	70	DEMONSTRATED KNOWLEDGE OF WORK AND HOW IT WOULD HANDLE CASE LOAD
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6	30	REFERENCES PRIMARILY LOCATED IN LA COUNTY.
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: LT. DATE: 11-4-15

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CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 5. Hurrell Catrall, LLP				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	15		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	2		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	5		
			TOTAL		
GENERAL NOTES:					

NAME: [illegible] TITLE: SERGEANT DATE: [illegible]

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J & M
JONES & MAYER

ATTORNEYS AT LAW
3777 NORTH HARBOR BOULEVARD • FULLERTON, CALIFORNIA 92835
(714) 446-1400 • (562) 697-1751 • FAX (714) 446-1448

Richard D. Jones*
Partners
Martin J. Mayer
Kimberly Hall Barlow
James R. Touchstone
Thomas P. Duarte

*a Professional Law Corporation

Of Counsel
Michael R. Capizzi
Harold DeGraw
Deborah Pernice-Knefel
Dean J. Pucci
Steven N. Skolnik
Peter E. Tracy

Richard L. Adams II
Jamaar Boyd-Weatherby
Baron J. Bettenhausen
Christian L. Bettenhausen
Paul R. Coble

Keith F. Collins
Michael Q. Do
Kathya M. Firlik
Krista MacNevin Jee
Ryan R. Jones

Gary S. Kranker
Gregory P. Palmer
Scott E. Porter
Harold W. Potter
Tarquin Preziosi

Denise L. Rocawich
Yolanda M. Summerhill
G. Ross Trindle, III
Ivy M. Tsai
Carmen Vasquez
Emily Y. Wada

Consultant
Mervin D. Feinstein

October 26, 2015

City of Banning
Attention: Lieutenant Phil Holder
99 E. Ramsey Street
Banning, CA 92220

Re: Request for Proposal for Legal Representation for *Pitchess* Motions and Legal Advice Pertaining to Situations Involving "Use of Force"

Dear Lieutenant Holder:

Let me begin by thanking you for the opportunity to respond to the Request for Proposal (RFP) to provide legal services for the City of Banning. Enclosed please find our firm's proposal.

Jones & Mayer is exclusively a municipal law firm, and for over thirty years has provided legal services in all areas of the law associated with the representation and legal needs of our cities and other governmental entities.

The Firm currently serves as City Attorney for the cities of Bishop, Blythe, California City, Clearlake, Colusa, Costa Mesa, Fullerton, Grand Terrace, La Habra, Lakewood, Maywood, Nevada City, Placentia, West Covina, Upland, Westminster and Whittier. In addition to City Attorney services, we represent and advise these municipalities on law enforcement-related issues.

We also serve as Special Counsel to approximately 65 law enforcement agencies throughout the State of California.

Jones & Mayer is the best qualified firm to serve as Banning's legal representation for *Pitchess* motions as well as provide legal advice and counsel relating to situations involving "use of force" because we have the right combination of experience and flexibility to provide high quality, comprehensive, and affordable services to the City. Due to the Firm's exclusive focus on municipal law, our attorneys have extensive experience handling the wide variety of issues the cities confront. We are fully prepared to provide the legal services identified in the RFP, and to do so in a timely and cost efficient manner.

We propose Martin J. Mayer as lead counsel and the designated day-to-day contact in addressing the services requested in the City's RFP. Mr. Mayer is a name partner of the firm and has decades of experience serving as legal counsel to sheriffs and police chiefs throughout the State of California. Additionally, Gregory P. Palmer would be the City's primary counsel on matters involving *Pitchess* motions. Mr. Palmer is our resident expert on *Pitchess* motions—he has handled hundreds of such motions, and writes and lectures extensively on the subject. Paul C. Coble and Tarquin Preziosi, both of which have extensive experience handling *Pitchess* motions as well as law enforcement matters, will provide additional support. Finally, James R. Touchstone, a partner and the head of our Civil Litigation Department, would be responsible for addressing any pending and potential litigation needs. Mr. Touchstone has been an attorney for nearly twenty years, and civil rights actions and police representation are two of his primary practice areas.

We have provided full details of our qualifications as a firm, along with specifics on our proposed legal team, in the attached response. Our 34 attorneys (seven of which are "of counsel") and other professional staff would welcome the opportunity to provide high quality and responsive legal services to the City of Banning.

We invite your close review of the Proposal contained in this transmittal, and we believe you will find that Jones & Mayer will exceed the City's needs and expectations.

We look forward to an opportunity to meet with you and the City Council to discuss how we can provide ongoing legal services to your City. If there are any questions concerning our firm's proposal, please do not hesitate to contact me. Thank you once again for this opportunity and we look forward to working with you in the future.

Very truly yours,

RICHARD D. JONES

RDJ/wag

J & M

JONES & MAYER

RESPONSE TO REQUEST FOR PROPOSAL TO PROVIDE LEGAL REPRESENTATION FOR PITCHESS MOTIONS AND LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE" FOR THE CITY OF BANNING POLICE DEPARTMENT

3777 North Harbor Boulevard
Fullerton, California 92835
www.jones-mayer.com

714-446-1400 Telephone
562-697-1751 Telephone
714-446-1448 Facsimile

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ATTACHMENT "B" ATTORNEY RESUMES

ATTACHMENT "C" LITIGATION ACHIEVEMENTS

ATTACHMENT "D" PITCHESS MOTIONS

ATTACHMENT "E" LICENSES AND CERTIFICATIONS

INTRODUCTION

Jones & Mayer submits this Response to the City of Banning's Request for Proposal to provide Legal Services regarding advice, guidance and representation on use of force issues and *Pitchess* motions. Jones & Mayer is a premier municipal law firm focused on providing the full spectrum of legal services to cities and public agencies around the State emphasizing service as city attorney and special counsel regarding law enforcement issues.

Jones & Mayer currently serves as City Attorney for the cities of Costa Mesa, Fullerton, Grand Terrace, La Habra, Bishop, Blythe, California City, Maywood, West Covina, Upland, Westminster, Whittier, Colusa, Lakewood, Nevada City, Placentia and Clearlake. Each of our cities benefits from the Firm's extensive experience in municipal law and related areas. We maintain our focus exclusively on the representation of public entities.

Jones & Mayer attaches great importance to assisting cities in achieving their public policy and governance goals, and has successfully done this on behalf of our client cities for nearly 40 years. In doing so, we are able to constantly refine our role in assisting cities achieve their goals through an approach that balances risk exposure with mission achievement.

Jones & Mayer also serves as special counsel to approximately 65 law enforcement agencies throughout the State of California.

We have the staffing expertise and depth necessary to assist City Staff in addressing the issues of concern to the City of Banning. Our approach is not simply to caution against risk, but to help cities navigate through potential obstacles to achieve the policy and governance ends identified by the City Council and Executive Staff.

We propose Martin J. Mayer as lead counsel in addressing the needs set forth by the City of Banning. His experience and qualifications will be discussed below. In addition, Gregory P. Palmer would be the primary counsel on matters involving *Pitchess* motions. Additional support in both areas will be provided by Paul C. Coble and Tarquin Preziosi. Their experience and qualifications will be discussed below as well. Our Civil Litigation Section is headed up by James R. Touchstone, who would be responsible for addressing any pending and potential future litigation needs.

COMPANY PROFILE

a. **Legal name and address of the company.**
Jones & Mayer
3777 North Harbor Blvd.
Fullerton, CA 92835

b. **Legal form of the company.**
A professional law corporation

c. **Name, title, address, and telephone number of the company's principal contact person for the RFP.**
Richard D. Jones, Esq. (Bar # 61649)
3777 North Harbor Blvd.
Fullerton, CA 92835
Tel: (714) 446-1400

d. **General company information, including number of employees, location of company headquarters and branch offices, number of years in business and organization, discipline, and staffing.**

Company ownership: Richard D. Jones, Esq. is the owner and president of the corporation.

Jones & Mayer locations of offices:

Main office:	3777 North Harbor Blvd. Fullerton, CA 92835
Northern California:	8150 Sierra College Blvd., Suite 190 Roseville, CA 95661
	102. E. Branch St., Suite G Arroyo Grande, CA 93420

Number of employees: Currently the firm consists of 34 attorneys, 7 of which are "of counsel," 3 paralegals and 20 administrative staff members.

Location from which employees will be assigned: Primarily from the Fullerton office.

Company background/ history:

The Jones & Mayer law firm began as the Law Offices of Shay, Stirling, Jones & Jones in the mid-1960s. In 1986, the firm became the Law Offices of Richard D. Jones. In January 2001, the Law Offices of Richard D. Jones merged with the firm of Mayer & Coble to become Jones & Mayer. Jones & Mayer is a Professional Law Corporation with a Federal Employer I.D. Number of 33-0945054.

The firm has five partners listed as follows: Richard D. Jones, who is the owner and president; Martin J. Mayer, who heads up the law enforcement portion of the practice; Kimberly Hall Barlow,

who heads up the City Attorney/Transactional portion of the practice; James R. Touchstone, who heads up the Litigation portion of the practice, and Thomas Duarte, who manages all legal issues arising out of the City of Costa Mesa.

As a law firm focused almost exclusively on the representation of cities, Jones & Mayer is able to provide, and has a long history of providing, all of the services mentioned in this Response to Request for Proposal. The personnel at Jones & Mayer are highly skilled and exclusively dedicated to the service of public entities throughout California, and have provided quality legal counsel to municipal entities for over thirty years.

As noted, in addition to serving as a city attorney, we focus a significant amount of our resources to providing legal advice, guidance and representation to law enforcement agencies throughout the state on all issues impacting on the operation of those agencies.

e. **Has the firm, or any of the attorneys employed by the firm, ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar? If so, provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.**

Neither the Firm nor any of its employees has been sued for malpractice or had any discipline imposed by the State Bar. One complaint was lodged to the State Bar against Mr. Harold Potter by Rhonda Gonzalez and resulted in no action being taken by the State Bar. The claimant alleged legal malpractice between August 2005 and April 2009. The matter was settled on June 28, 2010.

f. **Description of computer resources utilized by the Firm.**

All Jones & Mayer offices have a networked system which uses both Microsoft Word and Word Perfect, as desired by a specific client. We utilize the entire Microsoft Office Suite, but can adjust our technology to your needs. We have broadband Internet access and utilize Microsoft Exchange Server, which allows our attorneys to have access to e-mails regardless of where they may go. The attorneys also have the ability to connect to our secure network via GoToMyPC in order to have secure access to all documents, e-mails, etc., from locations outside of the home office, 24 hours a day. We store all files and documents in Laserfiche in addition to retaining hard copies of files for a minimum period of time after file closure. We can also access and edit documents via tablets and smartphones. These technology resources, as they are consistently being refined and updated by our highly-trained technology staff, ensures Jones & Mayer's compatibility with the City of Banning and guarantees that electronic files will be transmitted with ease in the format that is preferred by the client.

g. **Description of insurance coverages.**

Jones & Mayer is willing and able to meet the requested insurance requirements. The firm's current malpractice coverage is with an A rated company with limits of $2,000,000/$4,000,000. Our general liability and auto policy is also with an A rated company and has limits of $2,000,000/$4,000,000 for general liability and $2,000,000 combined single limit for auto (hired & non-owned). Our workers' compensation policy meets all state requirements of coverage. Certificates of coverage will be provided at such time as necessary.

h. **Contract Services Agreement.**

Jones & Mayer is willing and able to comply with the City's standard Contract Services Agreement.

ORGANIZATION, STAFFING, AND QUALIFICATIONS

a. **Provide information showing all proposed staff assignments and sub-consultants including their relationships with the proposed work.**

All the attorneys of the Firm are available to provide services for the City of Banning depending on the expertise required for a specific project. The attorneys listed below and the attorneys whose resumes are contained in Attachment "B" (Attorney Resumes) are the attorneys that are anticipated to provide services for the City should the Firm's proposal be accepted.

Martin J. Mayer (Proposed Lead Counsel/ Day-to-Day Contact for City of Banning)
Partner

Certificates or licenses and date of admission to the State Bar of California:
Admitted to the State Bar of California on May 2, 1977 (Bar # 73890)
Admitted to practice before the United States District Court, Central District of California

Education and degrees conferred:
Juris Doctorate, St. John's University School of Law (1966)
Bachelor of Arts, City University of New York (1963)

Professional background and professional associations;

Martin J. Mayer is a name partner in the firm of Jones & Mayer (J&M) and serves as legal counsel to sheriffs and chiefs of police in approximately 70 law enforcement agencies throughout California. He has appeared as defense counsel on behalf of cities and counties in the California Superior Courts, Courts of Appeal and the Supreme Court. He has also represented those entities in the Ninth Circuit U.S. Court of Appeal.

He serves as General Counsel to the California State Sheriffs' Association (CSSA), the California Police Chiefs' Association (CPCA), and the California Peace Officers' Association (CPOA), and has done so for approximately 35 years. In addition, he serves, on a pro bono basis, as counsel for the Orange County, San Diego County, and San Bernardino County Chiefs' & Sheriffs' Associations.

Mr. Mayer focuses his practice on providing legal advice, guidance and representation to law enforcement agencies throughout the state and has been acknowledged as an expert in the field of police litigation.

Mr. Mayer works through the chiefs of police or sheriffs and provides ongoing legal advice, guidance and representation on all relevant legal issues impacting on the operation of law enforcement agencies. He serves as counsel in defending and assisting such agencies when they are sued in state and/or federal court and has represented agencies on appeal issues in various courts of appeal throughout California, as well in the California and United States Supreme Courts.

Mr. Mayer has also been responsible for preparing and submitting amicus curiae briefs on behalf of CPCA, CSSA, and CPOA to the California Courts of Appeal and Supreme Court, as well as to the federal Ninth Circuit U.S. Court of Appeal and the United States Supreme Court on a variety of issues impacting on law enforcement activity. He has, on several occasions, provided oral argument to the courts on those issues.

He began his professional career in New York City in 1966 as a deputy Public Defender and served in that capacity for five years. Following that, he started the first diversion program for

drug addicts working with the City of New York Addiction Services Agency and served as its Executive Director until his move to California.

After relocating to California in 1975 he became the Director of the Criminal Justice Planning Unit for the League of California Cities. In 1980, he entered the private practice of law focusing on issues arising out of law enforcement activity. Mr. Mayer is a graduate of the 6th FBI National Law Institute at Quantico, Virginia (designed for police legal advisors) and was the first attorney in private practice to be invited to participate in the program. He also served for nine years as a Peace Officers Standards and Training (POST) reserve with the Downey Police Department.

Mr. Mayer was one of the founders of the CPOA Police Legal Advisors Committee and, during the ten years he served as State Chair, developed manuals on Internal Affairs Investigations, *Pitchess* motions, and the *Skelly* process. He writes and lectures extensively, in California and nationally, on legal issues which impact on law enforcement, including, but not limited to, the use of force, pursuits, discipline and due process, public records, *Pitchess* motions, personnel files, the Public Safety Officers Procedural Bill of Rights Act (POBR), and the Firefighters Procedural Bill of Rights Act (FPBOR).

He co-authored two books – one on POBR and the other on FPBOR. He has been designated and testified as an expert witness on issues involving POBR and internal affairs.

Mr. Mayer presents seminars on behalf of numerous statewide law enforcement associations, as well as the California Commission on POST. He has served on numerous POST committees as a subject matter expert and has participated in several POST telecourses, which are used for training peace officers throughout the state. Mr. Mayer has also lectured on behalf of the International Association of Chiefs of Police (IACP) and the National Sheriffs' Association (NSA).

Mr. Mayer was honored in 2005 with the "Governor's Lifetime Achievement Award for Excellence in Peace Officer Training," which is awarded on behalf of the Governor of California and the POST Commission. He was also selected as one of southern California's "Super Lawyers" for the year 2011, in the areas of Government Law, Employment Law, and Police Litigation.

In 2014, Mr. Mayer represented the City of Hawthorne and Police Chief Robert Fager in a disciplinary case involving an officer's use of force when responding to a loud party. After reviewing all of the evidence, we determined the use of force was initiated by the officer without justification, and was excessive and unnecessary. A full hearing was held before the City's Civil Service Commission.

In 2015, Mr. Mayer successfully represented Stanislaus County and the Stanislaus County Sheriff, Adam Christianson, in defending against allegations that shackling of high risk inmates constitutes the use of excessive force and is unconstitutional in the *People v. Mesiti* case. Mr. Mayer convinced the Superior Court judge to vacate an interim order that required the Sheriff's Department to partially unshackle defendants, who were being held on the charge of murder, when they met with their attorneys or the attorneys' investigators. The court further held that there was no constitutional violation as a result of shackling such high risk inmates.

Mr. Mayer also represented Stanislaus County and Sheriff Christianson in a similar challenge to the use of shacking in the *People v. Carson* case in Stanislaus County. In this case, the defense attempted to hold the Sheriff in contempt, which Mr. Mayer successfully challenged. Further, a superior court judge issued an interim order requiring the partial unshackling of murder suspects when they met with their attorneys, finding that such use of shackles was excessive force and unconstitutional. Mr. Mayer successfully filed a motion to vacate that order.

Gregory P. Palmer (Proposed Primary Counsel for *Pitchess* matters)
Senior Associate - Admitted 6/14/88 (Bar # 133647)

Gregory P. Palmer joined Jones & Mayer in March 1999. Mr. Palmer currently serves as City Prosecutor for the Cities of Blythe, Buena Park, Grand Terrace, Indio, California City, La Habra, Westminster and South Pasadena. Mr. Palmer attended Western State University College of Law, and was admitted to the California State Bar in June 1988. He served as a police officer with the City of La Palma for eight years and was a detective when he left to engage in the practice of law. He was a partner with the firm of Mayer, Coble & Palmer before he left to join the Law Offices of Richard Jones.

Mr. Palmer is experienced in discipline relating to excessive force, dishonesty, insubordination, off-duty criminal conduct and other matters. He has extensive experience in court on *Pitchess* motions handling, literally, hundreds of such motions. He writes and lectures on the subject, and has prepared and argued two dozen appellate court writs challenging improper trial court decisions on these motions. In the last six months, Mr. Palmer has handled nearly 50 *Pitchess* motions, in cities such as Newport Beach, Southgate, Montebello, Fullerton, Costa Mesa, Fontana, La Habra, and West Covina.

Mr. Palmer has extensive experience acting as legal advisor to more than 100 Chiefs of Police and Sheriffs throughout the State of California. In that capacity, he has provided legal assistance in all aspects of operating a police department. He has represented Chiefs of Police in more than 65 disciplinary appeal hearings and arbitrations with a 90% success rate. He has also handled 130 disciplinary hearings involving firefighters and public works employees. He has developed unique expertise in prosecuting sexually oriented businesses, both criminally and by administratively suspending or revoking city permits. Mr. Palmer is an expert on the California Public Records Act and is a sought-after lecturer in this field.

Paul R. Coble
Senior Associate - Admitted 6/17/87 (Bar # 128173)

Paul R. Coble joined the firm when Mayer & Coble merged with the Law Offices of Richard D. Jones in January 2001. During Mr. Coble's lengthy career as a police officer, he attended Loyola Law School, and was admitted to the California State Bar in June 1987.

Following his retirement from the Los Angeles Police Department, at the rank of Captain, Mr. Coble acted as a Deputy City Attorney, assigned as the legal advisor to the Santa Ana Police Department. In this capacity, he advised the Chief of Police, senior management, and other members of the Department regarding all phases of their duties. He played a key role in the development and execution of the operational plan for enforcement of the City's camping ordinance, the result of which was the elimination of a large homeless encampment without a single arrest, citation or civil suit.

Thereafter, Mr. Coble was a partner in the law firm of Mayer, Coble & Palmer (subsequently Mayer & Coble), specializing in providing city prosecutor services and legal advice and litigation support to police and sheriff's departments. Mr. Coble maintains a broad based civil practice, with particular emphasis on providing counsel to cities, counties and special districts, together with the focus on labor, employment and tort defense. He has successfully defended law enforcement agencies in civil litigation involving allegations of improper use of force.

Since 2013, Mr. Coble has handled numerous *Pitchess* motions for the City of Clearlake, the Truckee Police Department, and the San Joaquin Delta Community College District.

He writes and lectures extensively on matters involving civil liability issues impacting on law enforcement, including use of force and *Pitchess* motions, to name just a few. He provides POST certified training on these topics throughout the State.

In addition to his expertise in the field of law enforcement matters, he has extensive experience in labor and personnel matters, including mediation and all other forms of Alternative Dispute Resolution (ADR).

James R. Touchstone
Partner - Admitted 11/26/96 (Bar # 184584)

James R. Touchstone joined the firm of Jones & Mayer in February 2009. Mr. Touchstone is the Litigation Department Manager for the firm. Mr. Touchstone has been practicing law for 18 years. His primary practice areas include litigation of civil rights actions, police representation, tort defense, business disputes, and employment/discrimination claims. He has also represented public clients in civil appellate matters.

Mr. Touchstone represents various municipalities, and their respective police departments, throughout California. These municipalities include the cities of Costa Mesa, Fullerton, La Habra, South Pasadena, Upland, Westminster, and Whittier. Mr. Touchstone has also represented the cities of Arcadia, Azusa, Bell, Colton, Rialto, Corona, Fontana, Maywood, Ontario, Shafter, Woodland, and Yorba Linda.

Mr. Touchstone's representation of these municipalities has included the defense of a number of civil rights lawsuits, alleging a variety of claims ranging from excessive force claims arising from officer-involved shootings to false arrest claims. In addition, he assists police agencies in drafting policies and procedures to ensure compliance by these agencies with the most recent state and federal case law.

Mr. Touchstone has successfully defended various municipalities against numerous civil rights lawsuits, both by dispositive motions and in cases that have gone to jury verdict. In two Ontario cases brought under 42 U.S.C. § 1983, Mr. Touchstone achieved jury verdicts in favor of the City defendant.

In 2014, Mr. Touchstone successfully defended the City of Fullerton in the *Tucker v. Fullerton, et al.* case, wherein the allegations included violations of 42 U.S.C. § 1983 for excessive force, illegal search and seizure, unlawful arrest, and cruel and unusual punishment. Mr. Touchstone argued for and succeeded in obtaining a Motion to Dismiss in the case.

In 2014, Mr. Touchstone achieved a favorable settlement for the City of Costa Mesa in a case alleging excessive force and wrongful death in an officer-involved shooting. In 2015, Mr. Touchstone achieved a favorable settlement for the City of Upland in a case that involved an officer-involved shooting.

Mr. Touchstone has also defended numerous *Pitchess* motions in both the trial and appellate courts. He provides general legal advice to police agencies on a variety of day-to-day issues that arise during the course of performing law enforcement duties. Finally, Mr. Touchstone provides representation to police agencies on civil forfeiture actions, which compliment traditional law enforcement activities.

Mr. Touchstone received his law degree from the University of California, Davis, School of Law (King Hall) in 1996, and was admitted to the California State Bar in the same year. While in law school, Mr. Touchstone served as editor for the Law Review from 1994 to 1996. He received the American Jurisprudence Award for bankruptcy. Mr. Touchstone received his undergraduate degree from the University of California, Riverside, in 1990.

Mr. Touchstone is a member of the California Peace Officers' Association, the Board of Directors for Law Enforcement of Ontario (LEO) and the Board of Directors for the Chaffey College Foundation. As a member of the Board of Directors for the Scheu Family YMCA of Upland, Mr.

Touchstone participates in facilities development planning, fundraising activities and budgetary oversight. In addition, Mr. Touchstone has served as a lecturer at the University of California, Riverside Extension Program, on the subject of civil procedure and as a guest lecturer at Campbell University on the subject of police liability.

Tarquin Preziosi
Senior Associate – Admitted 12/3/98 (Bar # 198014)

Mr. Preziosi is a Senior Associate with Jones & Mayer. His primary practice areas are general municipal law, advising elected officials and staff in a wide variety of matters, including personnel matters and drafting municipal codes, and defending cities in civil writs and appellate matters. Mr. Preziosi specializes in advising and representing police and fire departments in personnel matters, including arbitration, internal investigations, POBRA/FPBOR, and *Pitchess* motions in both civil and criminal cases. He has handled civil and criminal *Pitchess* motions for the La Habra Police Department, the Hermosa Police Department, the Palos Verdes Estates Police Department, as well as the Oceanside Police Department.

He is admitted to practice in California state court and the Central and Southern District federal courts within the State of California.

Mr. Preziosi joined Jones & Mayer in 2015. Prior to joining the firm, he was Assistant City Attorney for the cities of Malibu and Palos Verdes Estates while working for a municipal law firm in Los Angeles. Prior to entering private practice, Mr. Preziosi was the Senior Deputy City Attorney for the City of Oceanside for over 10 years, where he was the legal advisor to both the Oceanside Police and Fire Departments, among many other responsibilities. During his tenure with the City of Oceanside, he handled numerous *Pitchess* motions for the Oceanside Police Department.

Before Oceanside, he was a Deputy City Attorney for the City of Hawthorne, where he prosecuted criminal cases, including over 20 jury trials, and code enforcement matters.

He graduated from the University of California, Hastings College of the Law in 1998 and was admitted to practice law in the State of California the same year. Mr. Preziosi was Senior Articles Editor of the *Hastings Law Journal.* He graduated with Departmental Honors from U.C.L.A. in 1993 with a Bachelor of Arts in Anthropology.

Mr. Preziosi has been a member of the California Peace Officers Association since 2008, and was Chair of the Legal Advisors Section (southern division), 2013-14. He is currently a member of the Municipal Law Institute of the California League of Cities. Mr. Preziosi's prior positions with the League include Chapter Chair for the 2010 and 2014 editions of the California Municipal Law Handbook and appointee to the Public Safety Policy Committee for the 2009-2011 sessions. Mr. Preziosi also served as a planning commissioner for the City of Dana Point Planning Commission from 2011-2013.

b. Recently performed similar services that are requested in this Request for Proposal, including name of primary contact person for municipality in which relevant work was performed.

The proposed attorneys have extensive experience handling *Pitchess* motions, advising on use of force, and defending municipalities against civil rights cases involving such issues, as outlined in their respective biographies above. A list of the Firm's Litigation Achievements as well as recently handled *Pitchess* motions, and the respective contact person for each municipality, is attached for the City's review.

REFERENCES

References for at least three projects of similar size and scope, including at least three (3) references for projects completed during the past five years. Include the name of the organization, a brief summary of the work, the cost of the project and the name and telephone number of a responsible contact person.

1. **City of Hawthorne**—Jones & Mayer has served as Special Counsel since 2010.

   Contact: Robert Fager, Chief of Police
   Hawthorne Police Department
   12501 Hawthorne Blvd.
   Hawthorne, CA 90250
   (310) 349-2700

   Cost: Ongoing

2. **Stanislaus County Sheriff's Department**—Jones & Mayer has served as Special Counsel and conducted Internal Affairs investigations since 2012.

   Contact: Sheriff Adam Christianson
   Stanislaus County Sheriff's Department
   250 Hackett Road
   Modesto, CA 95358
   (209) 552-2468

   Cost: Ongoing

3. **City of Fullerton**—Jones & Mayer has served as City Attorney and advised and represented the Police Department since 1995.

   Contact: Dan Hughes, Chief of Police
   Fullerton Police Department
   237 W. Commonwealth Ave.
   Fullerton, CA 92832
   (714) 738-6800

   Cost: Ongoing

4. **City of Whittier**—Jones & Mayer has served as City Attorney and advised and represented the Police Department since 1990.

   Contacts: Jeff A. Piper, Chief of Police
   Whittier Police Department
   13200 Penn Street
   Whittier, CA 90602
   (562) 567-9200

Jeffrey W. Collier, City Manager
City of Whittier
13230 Penn Street
Whittier, CA 90602
(562) 567-9300

Cost: Ongoing

5. **City of Upland**—Jones & Mayer has served as the City Prosecutor since 2006, and as the City Attorney since 2012.

   Contact: Rod Butler, City Manager
   City of Upland
   460 N. Euclid Ave.
   Upland, CA 91786
   (909) 931-4106

   Cost: Ongoing

6. **City of South Pasadena**—Jones & Mayer represented the City of South Pasadena as City Attorney from 2007 to 2014, and has served a Special Counsel to the Police Department and represented the City in related litigation matters since 2007.

   Contact: Sergio Gonzales, City Manager
   City of South Pasadena
   1414 Mission Street
   South Pasadena, CA 91030
   (626) 403-7210

   Cost: Ongoing

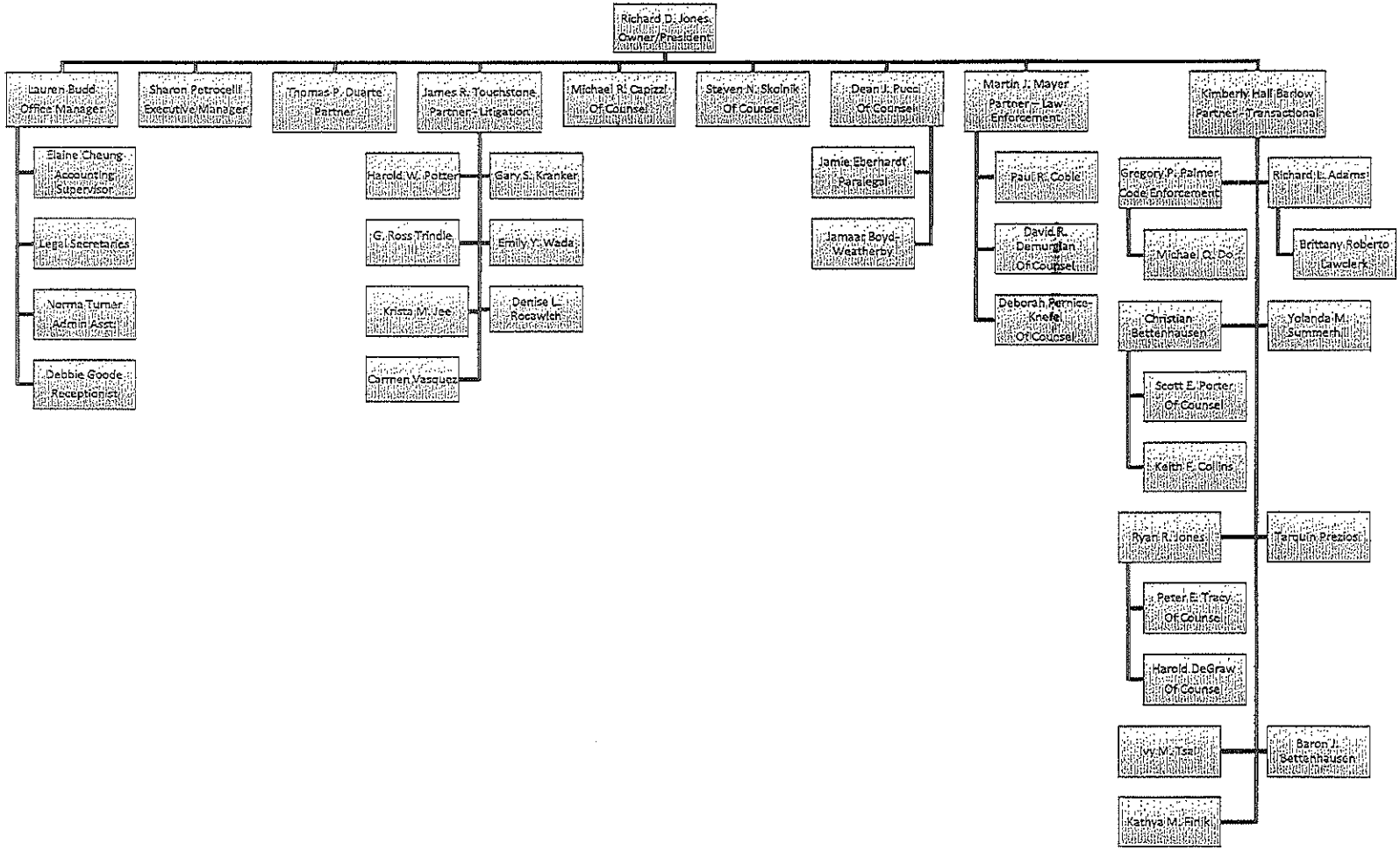
DISCLOSURES

The firm of Jones & Mayer, nor any of its attorneys, has any actual or potential conflicts of interest with regard to the representation of the City of Banning. In the past year the firm of Jones & Mayor, nor any of its attorneys, have represented any entity or individual with an interest adverse to the City of Banning, its City Council or staff, or any of the boards, agencies, commissions, or organizations to which the City belongs.

In addition, Jones & Mayer has served as special counsel for the City of Banning Police Department on a number of occasions in the past.

ATTACHMENT "A"

FIRM ORGANIZATIONAL CHART


Richard D. Jones, Owner/President
Lauren Budd, Office Manager
Elaine Cheung, Accounting Supervisor
Legal Secretaries
Norma Turner, Admin Asst
Debbie Goode, Receptionist
Sharon Petrocelli, Executive Manager
Thomas P. Duarte, Partner
James R. Touchstone, Partner - Litigation
Harold W. Potter
G. Ross Trindle
Krista M. Lee
Carmen Vasquez
Gary S. Kranker
Emily Y. Wada
Denise L. Rocawich
Michael R. Capizzi, Of Counsel
Steven N. Skolnik, Of Counsel
Dean J. Pucci, Of Counsel
Jamie Eberhardt, Paralegal
Jamaal Boyd-Weatherby
Martin J. Mayer, Partner - Law Enforcement
Paul R. Coble
David R. Demurjian, Of Counsel
Deborah Pernice-Knefel, Of Counsel
Kimberly Hall Barlow, Partner - Transactional
Gregory P. Palmer, Code Enforcement
Michael O. Do
Richard L. Adams
Brittany Roberto, Law Clerk
Christian Bettenhausen
Scott E. Porter, Of Counsel
Keith F. Collins
Yolanda M. Summerhill
Ryan R. Jones
Peter E. Tracy, Of Counsel
Harold DeGraw, Of Counsel
Tarquin Preziosi
Vy M. Tsai
Kathya M. Firlik
Baron J. Bettenhausen

ATTACHMENT "B"

ATTORNEY RESUMES

GREGORY P. PALMER

(714) 446-1400

Senior Associate



Practice Areas

Police Legal Advisor
City Prosecutor
Personnel and Employment
Pitchess Motions
Writs and Appeals

Education

J.D. Western State University College of Law, Fullerton, 1987
B.S.L. Western State University College of Law, Fullerton, 1985

Bar and Court Admissions

California Supreme Court

Professional Affiliations

Los Angeles County Bar Association
California Police Chiefs Association
California State Sheriffs' Association
California Police Officers' Association

Gregory P. Palmer joined the Law Offices of Jones & Mayer as a Senior Associate in 1999. Prior to that, Mr. Palmer spent almost ten years with the Law Offices of Mayer, Coble & Palmer. He has extensive experience acting as a legal advisor to more than 100 chiefs of police and sheriffs throughout the State of California. In that capacity, he has provided legal assistance in all aspects of operating a police department. Mr. Palmer has represented Chiefs of Police in more than three hundred disciplinary appeal hearings and arbitrations with a ninety percent success rate. He has also handled several disciplinary hearings involving firefighters and public works employees. Mr. Palmer is experienced in handling excessive force, dishonesty, insubordination, off-duty criminal conduct, and other matters. He has appeared in court on "Pitchess" motions hundreds of times, and has prepared and argued a dozen appellate court writs challenging improper trial court decisions on these motions. Mr. Palmer has also briefed and argued approximately twenty administrative writ petitions on discipline cases and AB 301 issues. Prior to entering the practice of law, he was a police officer for ten years in La Palma, California.

Mr. Palmer is also conversant in all aspects of the criminal prosecution of city code enforcement cases. He has performed as the City Prosecutor in two local cities and Assistant City Prosecutor in several more cities. Mr. Palmer has developed unique expertise in prosecuting sexually-oriented businesses, both criminally and by administratively suspending or revoking city permits.

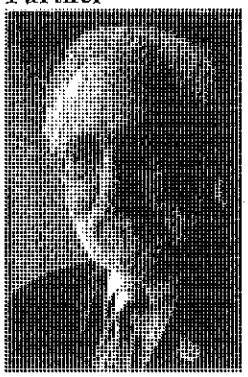
Mr. Palmer has handled several high profile cases. In 1997, he prosecuted the First Southern Baptist Church and its pastor for illegally housing the homeless on its grounds. This case gained national notoriety and the city prevailed on appeal. He filed an injunctive action and negotiated the final closure of the last remaining X-rated theater in Orange County. Mr. Palmer has also assisted in municipal code prosecutions arising out of the multi-department task force approach to critical problem areas. In 1998, Mr. Palmer and fellow members on the Buena Park Neighborhood Improvement Task Force were nominated for the Orange County Human Relations Commission Community-Oriented Policing Award.

Mr. Palmer has lectured at POST-approved programs, conferences, and numerous police departments on topics such as civil liability, sexual harassment, legal update, force, discipline, and "Pitchess" motions. He has also lectured on topics related to city prosecutor functions to code enforcement associations in Southern California and Texas. He is the author of the 2012 revision of the CPOA's "Pitchess Motion Manual," and in 2005 he was named the State Chair of the CPOA, Police Legal Advisors Committee. Mr. Palmer is the instructor of the CPOA Pitchess Motion Update and Public Records Act Classes.

MARTIN J. MAYER

(714) 446-1400

Partner



Practice Areas

Police Litigation
Employment Law
Municipal Law
City Prosecution

Education

J.D., St. John's University, N.Y., 1966
B.A., City University of N.Y.

Bar and Court Admissions

California Supreme Court
United States Supreme Court
United States Federal District Courts
New York Court of Appeal

Professional Affiliations

Los Angeles County Bar Association
California State Bar Association
New York Bar Association

Martin J. Mayer is a name partner in the firm of Jones & Mayer (J&M) and serves as legal counsel to sheriffs and chiefs of police in approximately 70 law enforcement agencies throughout California. He serves as General Counsel to the California State Sheriffs' Association (CSSA), the California Police Chiefs' Association (CPCA), and the California Peace Officers' Association (CPOA), and has done so for approximately 25 years. Mr. Mayer focuses his practice on providing legal advice, guidance and representation to law enforcement agencies throughout the state and has been acknowledged as an expert in the field of police litigation.

He works through the chiefs of police or sheriffs and provides on-going legal assistance on all relevant issues impacting on the operation of law enforcement agencies. He serves as counsel in defending and assisting such agencies when they are sued in state and/or federal court and has represented agencies on appeal issues in various courts of appeal throughout California, as well in the California and United States Supreme Courts.

He is a graduate of the City University of New York and St. John's University School of Law. He began his professional career in New York City in 1966 as a deputy Public Defender and served in that capacity for five years. After relocating to California in 1975 he became the Director of the Criminal Justice Planning Unit for the League of California Cities. In 1980 he entered the private practice of law focusing on issues arising out of law enforcement activity. Mr. Mayer is a graduate of the 6th FBI National Law Institute at Quantico, Virginia (designed for police legal advisors) and was the first attorney in private practice to be invited to participate in the program. He also served for nine years as a POST reserve with the Downey Police Department.

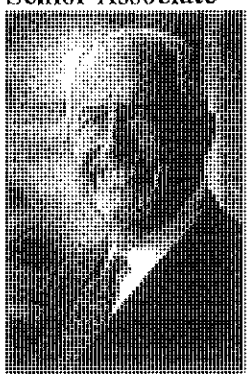
Mr. Mayer writes and lectures extensively, in California and nationally, on legal issnes which impact on law enforcement including, but not limited to, the use of force, pursuits, discipline and due process, public records, personnel files, and the Public Safety Officers Procedural Bill of Rights Act (POBR). He recently co-authored two books – one on POBR and another on the new Firefighters Procedural Bill of Rights Act (FBOR).

Mr. Mayer presents seminars on behalf of numerous statewide law enforcement associations, as well as the California Commission on Peace Officer's Standards and Training (POST). He has served on numerous POST committees as a subject matter expert and has participated in several POST telecourses, which are nsed for training peace officers throughout the state. Mr. Mayer has also lectured on behalf of the International Association of Chiefs of Police (IACP) and the National Sheriffs Association (NSA).

He was honored in 2005 with the "Governor's Lifetime Achievement Award for Excellence in Peace Officer Training," which is awarded on behalf of the Governor of California and the POST Commission. Recently Mr. Mayer was selected as one of Southern California's "Super Lawyer" for the year 2011 - 2012 in the areas of government law, employment law and police litigation.

PAUL R. COBLE

Senior Associate



Practice Areas

Labor & Employment Law

Education

J.D., Loyola Law School, L.A. 1986
Master of Science, California State University at Los Angeles, Public Administration, 1977
B.A., San Jose State College, San Jose, 1970

Bar and Court Admissions

California Supreme Court
United States Supreme Court
United States Court of Appeals for The Ninth Circuit
United States District Courts for the Central and Eastern Districts of California

Professional Affiliations

California State Bar Association
Int'l Association of Chiefs of Police
California State Sheriffs' Association
California Police Officers' Association

Jones & Mayer
Roseville Office:
8150 Sierra College Blvd. Suite 190
Roseville, CA 95661
(916)771-0635
****
Jones & Mayer
Orange County Office
3777 N. Harbor Blvd.
Fullerton, CA 92835
(714) 446-1400

Mr. Coble practices principally in the area of labor and employment law, including:

- Advises and represents public entities in labor negotiations, impasse procedures, and PERB proceedings;
- Provides advice on and drafts personnel policies and procedures;
- Investigates alleged employee misconduct;
- Provides advice on the deposition and adjudication of internal affairs investigations;
- Representation in administrative hearings and judicial proceedings concerning employee discipline; and,
- Provides advice and litigation defense against claims of employment discrimination under FEHA and Title VII.

Mr. Coble was admitted to practice in 1987. He possesses a Bachelor of Arts in Law Enforcement from San Jose State University; a Master of Science in Public Administration from CSULA; and, a Juris Doctor from Loyola Law School. During Mr. Coble's career with the Los Angeles Police Department he served for several years as the Employee Relations Administrator and was the management representative vis-à-vis the seventeen collective bargaining units comprising the Department's work force of over 10,000 employees. Mr. Coble has co-authored a study of management rights in public sector collective bargaining in the U.S. and Canada. He has negotiated a number of collective bargaining agreements, as well as impasse mediation and fact finding.

Mr. Coble has extensive experience in civil litigation in state and federal courts on behalf of public entities in California. He has long advised clients on responses to subpoenas duces tecum, document production demands, and requests pursuant to the California Public Records Act (CPRA).

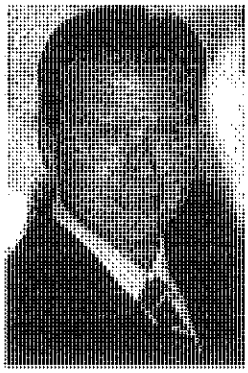
Mr. Coble has handled over 100 arbitrations and civil service hearings, together with related litigation seeking judicial review of administrative hearings. He has negotiated many labor agreements and side letters for California cities, counties and districts, including impasse proceedings through mediation and fact finding.

He has written numerous articles for publications such as The Journal of California Law Enforcement and California Peace Officer Magazine. Those include "To Ride or Not to Ride," and "Performance Reviews – Avoiding the Halo Effect." He is a frequent and sought-after lecturer and trainer on issues of police standard of conduct, civil rights liability, discipline, and performance review. He has drafted and published several police policy and procedure manuals.

Mr. Coble is active in the Knights of Columbus and other community charities. Until his relocation to our Roseville office, he served for several years as a member of the Sexual Misconduct Oversight Review Board for the Roman Catholic Diocese of Orange.

JAMES R. TOUCHSTONE

Partner



Practice Areas

Litigation
Municipal Law

Education

J.D., University of California, Davis, School of Law (King Hall) 1996; Law Review Editor 1994-1996; American Jurisprudence Award, Bankruptcy
B.S., Business Administration, University of California, Riverside, 1990

Bar and Court Admissions

United States Supreme Court
California Supreme Court
United States Court of Appeals for the Ninth Circuit
United States District Court for the Central District of California
United States District Court for the Southern District of California
United States District Court for the Eastern District of California
United States District Court for the Northern District of California

Professional Affiliations

American Bar Association, Section of Litigation
State Bar of California
Litigation Section, State Bar of California
Federal Bar Association
San Bernardino County Bar Association

(714) 446-1400

James Touchstone is a partner in Jones & Mayer. Mr. Touchstone is the Litigation Department Manager for the firm. His primary practice areas include litigation of civil rights actions, police representation, tort defense, business disputes, and employment/discrimination claims.

Mr. Touchstone's representation has included the defense of a number of civil rights lawsuits alleging a variety of claims ranging from excessive force claims arising from officer-involved-shootings to false arrest claims. He has significant trial experience in both State and Federal Court. In addition, he assists police agencies in drafting of policies and procedures to ensure compliance by these agencies with the most recent state and federal case law. Mr. Touchstone has also defended literally hundreds of Pitchess motions in both the trial and appellate courts. He also provides general legal advice to police agencies on a variety of day-to-day issues that arise during the course of performing law enforcement duties. Finally, Mr. Touchstone provides representation to police agencies on civil forfeiture actions, which complement traditional law enforcement activities. He has also represented clients in civil appellate matters.

Mr. Touchstone has been practicing law since 1996, when he received his law degree from the University of California, Davis, School of Law (King Hall). While in law school, Mr. Touchstone served as editor for the Law Review from 1994 to 1996. He received the American Jurisprudence Award for bankruptcy. Mr. Touchstone received his undergraduate degree from the University of California, Riverside, in 1990. He joined the law offices of Jones & Mayer in February 2009.

Mr. Touchstone is a member of the California Peace Officers' Association, the Board of Directors for Law Enforcement of Ontario ("LEO"), the Board of Directors for the Scheu Family YMCA of Upland and a former member of the Board of Directors for the Chaffey College Foundation. In addition, Mr. Touchstone has served as a lecturer at the University of California, Riverside Extension Program, on the subject of civil procedure and a guest lecturer at Campbell University on the subject of police liability.

Mr. Preziosi is a Senior Associate with Jones & Mayer. His primary practice areas are general municipal law, advising elected officials and staff in a wide variety of matters, including personnel, contracts, land use, CEQA, the Coastal Act, the Community Services District Law, drafting municipal codes, etc., as well as defending cities in civil writs and appellate matters. Mr. Preziosi specializes advising and representing police and fire departments in personnel matters, including arbitration, internal investigations, POBRA/FPOBRA, and Pitchess motions in both civil and criminal cases. In addition, throughout his career, he has advised planning commissions and city councils at over 50 public hearings, including proceedings involving CUPs, CEQA, and coastal development permits. He is admitted to practice in all state and federal courts within the State of California.

Mr. Preziosi joined Jones & Mayer in 2015. He serves as General Counsel to the Rossmoor Community Services District, and Deputy City Attorney for the cities of Costa Mesa and Whittier. Prior to joining the firm, he was Assistant City Attorney for the cities of Malibu and Palos Verdes Estates while working for a municipal law firm in Los Angeles. Prior to entering private practice, Mr. Preziosi was the Senior Deputy City Attorney for the City of Oceanside for over 10 years, where he was the legal advisor to both the Oceanside Police and Fire Departments, among many other responsibilities. Before Oceanside, he was a Deputy City Attorney for the City of Hawthorne, where he prosecuted criminal cases, including over 20 jury trials, and code enforcement matters. He graduated from the University of California, Hastings College of the Law in 1998 and was admitted to practice law in the State of California the same year. Mr. Preziosi was Senior Articles Editor of the *Hastings Law Journal*. He graduated with Departmental Honors from U.C.L.A in 1993 with a Bachelor of Arts in Anthropology.

Mr. Preziosi has been a member of the California Peace Officers Association since 2008, and was Chair of the Legal Advisors Section (southern division), 2013-14. He is currently a member of the Municipal Law Institute of the California League of Cities. Mr. Preziosi's prior positions with the League include Chapter Chair for the 2010 and 2014 editions of the California Municipal Law Handbook and appointee to the Public Safety Policy Committee for the 2009-2011 sessions. Mr. Preziosi also served as a planning commissioner for the City of Dana Point Planning Commission from 2011-2013

ATTACHMENT "C"

LITIGATION ACHIEVEMENTS

LITIGATION ACHIEVEMENTS
(Partial List)

CIVIL RIGHTS CASES

TRIALS

Mauricio Vasquez v. Ontario Police Department Officer Lorenz, et al.
U.S.D.C. Case No. ED CV 03-1493 JFW (PJW)
Alleged violations of 42 U.S.C. §1983 for excessive force (officer-involved shooting), false arrest and conspiracy. Defense verdict following five-day jury trial.
Contact: Chief Brad Kaylor
Phone number: (909) 395-2001

Octavio Benavidez v. City of Ontario, et al.
U.S.D.C. Case No. EDCV 00-1 RT (Cwx)
Alleged violations of 42 U.S.C. §1983 for excessive force, false arrest, conspiracy and Monell liability. Defense verdict following two-week jury trial.
Contact: Chief Brad Kaylor
Phone number: (909) 395-2001

CASES RESOLVED BY DISPOSITIVE MOTION

Tucker v. City of Fullerton, et al.
United States District Court Case No. SACV12-1299 AG (JCG)
Alleged violation of 42 U.S.C. § 1983 for excessive force, illegal search and seizure, unlawful arrest and cruel and unusual punishment. Motion to Dismiss granted.
Contact: Chief Dan Hughes
Phone number: (714) 738-6800

Head v. City of Costa Mesa
U.S.D.C. Case No. CV 11-00097 DOC (AJW)
Alleged violations of 42 U.S.C. § 1983 for excessive force, false arrest, and conspiracy. Motion to dismiss granted for failure to prosecute and failure to timely serve the summons and complaint.
Contact: Chief Rob Sharpnack
Phone number: (714) 754-5252

Laituri v. City of Costa Mesa
Orange County Superior Court Case No. 30-2010-00401290
Alleged violations of 42 U.S.C. § 1983 for excessive force, invasion of privacy, and false imprisonment. Dismissed for a waiver of costs.
Contact: Chief Rob Sharpnack
Phone number: (714) 754-5252

Beltran v. City of Fullerton
U.S.D.C. Case No. CV09-1347 JVS (RNBx)
Alleged violations of 42 U.S.C. § 1983 for excessive force, unreasonable search and seizure, and invasion of privacy. Motion to dismiss granted.
Contact: Chief Dan Hughes
Phone number: (714) 738-6800

Quoc Le v. City of Westminster
U.S.D.C. Case No. CIVRS 805513
Alleged violations of 42 U.S.C. § 1983 for false imprisonment and excessive force. Demurrer granted.

Adams v. City of Rialto, et al.
Case No. EDCV 08-00252 SGL (OPx)
Alleged violations of 42 U.S.C. § 1983 for false arrest, and Monell liability. Motion to dismiss case granted.
Contact: Chief Kevin Baker
Phone number: (714) 548-3219

CASES RESOLVED BY SETTLEMENT

Katoa v. City of Upland, et al.
U.S.D.C. Case No. ED CV 13-01721-JAK (DTB)
Plaintiff alleged several claims for relief arising from an officer-involved shooting. Achieved a favorable settlement for City of Upland.
Contact: Chief Brian Johnson
Phone number: (909) 946-7624

Olsen v. California Department of Collections, et al.
U.S.D.C. Case No. 08-CV-2035-JAH-BLM
Alleged wrongful death and violation of 42 U.S.C. § 1983 for excessive force in an officer-involved shooting. Achieved a favorable settlement for the City of Costa Mesa.
Contact: Chief Rob Sharpnack
Phone number: (714) 754-5252

Vilan v. City of Costa Mesa
Riverside Superior Court Case No. RIC520774
Alleged violations of 42 U.S.C. § 1983 for false arrest, assault and battery, and excessive force. Dismissed for a waiver of costs.
Contact: Chief Rob Sharpnack
Phone number: (714) 754-5252

Kurtz v. City of Costa Mesa
Orange County Superior Court Case No. 30-2008-00113144
Alleged violations of 42 U.S.C. § 1983 for false arrest and unreasonable search and seizure. Dismissed for a waiver of costs.
Contact: Chief Rob Sharpnack
Phone number: (714) 754-5252

Hacopian v. City of Upland
U.S.D.C. Case No. CV 11-06155 PA (SC)
Alleged violations of 42 U.S.C. § 1983 for excessive force and unreasonable search and seizure. Favorable settlement.
Contact: Chief Brian Johnson
Phone number: (909) 946-7624

Lopez v. City of Costa Mesa
U.S.D.C. Case No. CV 08-00376 CJC (MLGx)
Alleged violations of 42 U.S.C. § 1983 for excessive force, conspiracy, unreasonable search and seizure, invasion of privacy, and racial discrimination. Favorable settlement.
Contact: Chief Rob Sharpnack
Phone number: (714) 754-5252

Slappy v. City of Costa Mesa
U.S.D.C. Case No. CV11-00425 DOC (MLGx)
Alleged violations of 42 U.S.C. § 1983 for false imprisonment, excessive force, conspiracy, and race discrimination. Favorable settlement.
Contact: Chief Rob Sharpnack
Phone number: (714) 754-5252

Gonzalez v. City of Fullerton
U.S.D.C. Case No. CV10-001790 JST (MLGx)
Alleged violations of 42 U.S.C. § 1983 for excessive force, unreasonable search and seizure, and false arrest. Favorable settlement.
Contact: Chief Dan Hughes
Phone number: (714) 738-6800

Jarrah v. City of Whittier
Los Angeles County Superior Court Case No. VC057583
Alleged violations of 42 U.S.C. § 1983 for excessive force, unreasonable search and seizure, and false imprisonment. Favorable settlement.
Contact: Chief Jeff A. Piper
Phone number: (562) 567-9202

Krastine v. City of Costa Mesa
Orange County Superior Court Case No. 30-2008-00114149
Alleged violations of 42 U.S.C. § 1983 for excessive force. Favorable settlement.
Contact: Chief Rob Sharpnack
Phone number: (714) 754-5252

ATTACHMENT "D"

PITCHESS MOTIONS

PITCHESS MOTIONS

Gregory P. Palmer – *Pitchess* motions handled in the last six months:

1. People v. Michael Gerlieve – Sgt. William Depweg, Newport Beach Police Department
   Phone number: (949) 644-3681
2. People v. Luis Rodriguez – Sgt. Sergio Camacho, Southgate Police Department
   Phone number: (323) 563-5400
3. People v. William Hernandez – Sgt. Ismael Navarro, Montebello Police Department
   Phone number: (323) 887-1313
4. People v. Brian Ramirez Arreola – Sgt. Rob James, Fullerton Police Department
   Phone number: (714) 738-6800
5. People v. Martin Roque – Sgt. Sergio Camacho, Southgate Police Department
   Phone number: (323) 563-5400
6. People v. Gabriel Garcia Puga – Sgt. Scott Stafford, Costa Mesa Police Department
   Phone number: (714) 754-5280
7. People v. Juan Reyes – Sgt. Scott Stafford, Costa Mesa Police Department
   Phone number: (714) 754-5280
8. Fullerton/Antonio Ruiz – Sgt. Rob James, Fullerton Police Department
   Phone number: (714) 738-6800
9. People v. Jesus Avila –Corporal Joshua Rice, Fontana Police Department
   Phone number: (909) 350-7740
10. People v. Richard Ray Lopez – Corporal Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
11. People v. John Rene Reyes – Sgt. William Molinari, Montebello Police Department
    Phone number: (323) 887-1313
12. People v. Wayne Marlin Walters – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
13. People v. Alejandro Garibay – Sgt. Keith Krallman, Newport Beach Police Department
    Phone number: (949) 644-3681
14. People v. Marcus Jennings – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
15. People v. Danny Chance – Sgt. William Molinari, Montebello Police Department
    Phone number: (323) 887-1313
16. People v. Andrea Seymour – Sgt. William Depweg, Newport Beach Police Department
    Phone number: (949) 644-3681
17. People v. Gary Holmes – Sgt. Keith Krallman, Newport Beach Police Department
    Phone number: (949) 644-3681
18. People v. Raymond Aguilar – Sgt. Ismael Navarro, Montebello Police Department
    Phone number: (323) 887-1313
19. People. v. Michael Blaisdell – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
20. People v. Ashley Amato – Sgt. Keith Krallman, Newport Beach Police Department
    Phone number: (949) 644-3681
21. People v. Mary Ann Gilbert – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
22. People v. Paul Montanez – Sgt. Ismael Navarro, Montebello Police Department
    Phone number: (323) 887-1313

23. People v. Jesus Martinez – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
24. People v. Anthony Reynosa – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
25. People v. Luis Peralta – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
26. People v. Louis Benavides – Sgt. William Molinari, Montebello Police Department
    Phone number: (323) 887-1313
27. People v. Walter Lawrence Dalie – Sgt. Keith Krallman, Newport Beach Police Department
    Phone number: (949) 644-3681
28. People v. Vanessa Morales – Sgt. William Molinari, Montebello Police Department
    Phone number: (323) 887-1313
29. People v. Christopher Ortiz – Sgt. Dave Scott, Southgate Police Department
    Phone number: (323) 563-5400
30. People v. Allan Villeda – Sgt. Scott Stafford, Costa Mesa Police Department
    Phone number: (714) 754-5280
31. People v. Eliseo Alatorre – Sgt. Adam Foster, La Habra Police Depat.
    Phone number: (562) 383-4300
32. People v. Alexander Sorto – Sgt. Scott Stafford, Costa Mesa Police Department
    Phone number: (714) 754-5280
33. People v. Bryan Villanueva – Sgt. Travis Tibbetts, West Covina Police Department
    Phone number: (626) 939-8500
34. People v. Kevin Eghbali – Sgt. William Molinari – Montebello Police Department
    Phone number: (323) 887-1313
35. People v. Omar Moreno Meraz – Sgt. Rob James, Fullerton Police Department
    Phone number: (714) 738-6800
36. People v. Anthony Sanchez – Sgt. Travis Tibbetts, West Covina Police Department
    Phone number: (626) 939-8500
37. People v. Damone Vonzell Johnson – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
38. People v. Adrian Maldonado – Sgt. Rob James, Fullerton Police Department
    Phone number: (714) 738-6800
39. People v. Thomas Delgadillo – Sgt. William Molinari, Montebello Police Department
    Phone number: (323) 887-1313
40. People v. Nancy Quinonez – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
41. People v. Alexander Solis – Sgt. Travis Tibbetts, West Covina Police Department
    Phone number: (626) 939-8500
42. People v. James Colangelo – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
43. People v. Dantijer Domenick Powell – Corp. Joshua Rice, Fontana Police Department
    Phone number: (909) 350-7740
44. People v. David Wozniak – Sgt. Scott Stafford, Costa Mesa Police Department
    Phone number: (714) 754-5280
45. People v. Denys Martinez – Sgt. Ismael Navarro, Montebello Police Department
    Phone number: (323) 887-1313
46. People v. James Palne II – Sgt. Adam Foster, La Habra Police Department
    Phone number: (562) 383-4300

Paul R. Coble – *Pitchess* motions handled since December 2013:

1. Joseph Conners v. Truckee Police Department—Chief Adam McGill, Truckee Police Department
   Phone number: (530) 550-2329
2. Chantel Kulish v. Truckee Police Department—Chief Adam McGill, Truckee Police Department
   Phone number: (530) 550-2329
3. Patrick Trask v. Truckee Police Department—Chief Adam McGill, Truckee Police Department
   Phone number: (530) 550-2329
4. Sophia R. Joseph v. Truckee Police Department—Chief Adam McGill, Truckee Police Department
   Phone number: (530) 550-2329
5. Johnathan Garcia v. Truckee Police Department—Chief Adam McGill, Truckee Police Department
   Phone number: (530) 550-2329
6. Alan Edward Gross v. San Joaquin Delta Community College District Police Department – Chief David Main, San Joaquin Delta Community College District Police Department
   Phone number: (209) 954-5000
7. Perry Thomas v. San Joaquin Delta Community College District Police Department – Chief David Main, San Joaquin Delta Community College District Police Department
   Phone number: (209) 954-5000
8. Jimmy Scarborough v. Clearlake Police Department – Lieutenant Tim Celli, Clearlake Police Department
   Phone number: (707)-994-8251
9. George Cole v. Clearlake Police Department – Lieutenant Tim Celli, Clearlake Police Department
   Phone number: (707)-994-8251

Tarquin Preziosi – *Pitchess* motions handled since 2013:

1. Miller v. City of Oceanside – Chief Frank McCoy, Oceanside Police Department
   Phone number: (760) 435-4900
2. Hirst v. City of Oceanside – Chief Frank McCoy, Oceanside Police Department
   Phone number: (760) 435-4900
3. Oceanside Police Department – Numerous criminal *Pitchess* motions. Contact: Chief Frank McCoy.
   Phone number: (760) 435-4900
4. La Habra Police Department – Numerous criminal *Pitchess* motions. Contact: Chief Jerry Price.
   Phone number: (562) 383-4300
5. Hermosa Police Department – Numerous criminal *Pitchess* motions. Contact: Chief Sharon Papa.
   Phone number: (310) 318-0300
6. Palos Verdes Estates Police Department – Numerous criminal *Pitchess* motions. Contact: Chief Jeff Kepley.
   Phone number: (310) 378-4211

ATTACHMENT "E"

LICENSES AND CERTIFICATIONS

THE STATE BAR OF CALIFORNIA

Friday, October 23, 2015

ATTORNEY SEARCH

Richard D. Jones - #61649

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	61649		
Address:	Jones & Mayer 3777 N Harbor Blvd Fullerton, CA 92835 Map it	**Phone Number:**	(714) 446-1400
		Fax Number:	(714) 446-1448
		e-mail:	rdj@jones-mayer.com
County:	Orange	**Undergraduate School:**	Whittier Coll; Whittier CA
District:	District 4		
Sections:	None	**Law School:**	McGeorge SOL Univ of the Pacific; CA

Status History

Effective Date	Status Change
Present	Active
12/16/1974	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

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THE STATE BAR OF CALIFORNIA

Friday, October 23, 2015

ATTORNEY SEARCH

Martin J Mayer - #73890

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	73890		
Address:	Jones & Mayer 3777 N Harbor Blvd Fullerton, CA 92835 Map it	**Phone Number:**	(714) 446-1400
		Fax Number:	(714) 446-1448
		e-mail:	mjm@jones-mayer.com
County:	Orange	**Undergraduate School:**	Hunter Coll; New York NY
District:	District 4		
Sections:	None	**Law School:**	St John's Univ SOL; NY

Status History

Effective Date	Status Change
Present	Active
5/2/1977	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

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Friday, October 23, 2015

ATTORNEY SEARCH

James Ray Touchstone - #184584

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	184584		
Address:	Jones & Mayer 3777 N Harbor Blvd Fullerton, CA 92835 Map it	**Phone Number:**	(714) 446-1400
		Fax Number:	(714) 446-1448
		e-mail:	jrt@jones-mayer.com
County:	Orange	**Undergraduate School:**	Univ of California Riverside; CA
District:	District 4		
Sections:	None	**Law School:**	UC Davis SOL King Hall; Davis CA

Status History

Effective Date	Status Change
Present	Active
11/26/1996	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

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Friday, October 23, 2015

ATTORNEY SEARCH

Kimberly Hall Barlow - #149902

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	149902		
Address:	Jones & Mayer 3777 N Harbor Blvd Fullerton, CA 92835 Map it	**Phone Number:**	(714) 446-1400
		Fax Number:	(714) 446-1448
		e-mail:	Not Available
County:	Orange	**Undergraduate School:**	California St Univ Fullerton; CA
District:	District 4		
Sections:	None	**Law School:**	UCLA SOL; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
12/4/1990	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

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Friday, October 23, 2015

ATTORNEY SEARCH

Thomas Philip Duarte - #185057

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	185057		
Address:	Jones & Mayer 3777 N Harbor Blvd Fullerton, CA 92835 Map it	**Phone Number:**	(714) 446-1400
		Fax Number:	(714) 446-1448
		e-mail:	Not Available
County:	Orange	**Undergraduate School:**	California St Univ Fullerton; CA
District:	District 4		
Sections:	None	**Law School:**	Thomas Jefferson SOL; San Diego CA

Status History

Effective Date	Status Change
Present	Active
12/6/1996	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

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Friday, October 23, 2015

ATTORNEY SEARCH

Gregory P Palmer - #133647

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	133647		
Address:	Jones & Mayer 3777 N Harbor Blvd Fullerton, CA 92835 Map it	**Phone Number:**	(714) 446-1400
		Fax Number:	(714) 446-1448
		e-mail:	Not Available
County:	Orange	**Undergraduate School:**	Golden West Coll; Huntington Beach CA
District:	District 4		
Sections:	None	**Law School:**	Western State Univ; CA

Status History

Effective Date	Status Change
Present	Active
6/14/1988	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

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THE STATE BAR OF CALIFORNIA

Friday, October 23, 2015

ATTORNEY SEARCH

Paul R Coble - #128173

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	128173		
Address:	Jones & Mayer 3777 N Harbor Blvd Fullerton, CA 92835 Map it	**Phone Number:**	(714) 446-1400
		Fax Number:	(714) 446-1448
		e-mail:	prc@jones-mayer.com
County:	Orange	**Undergraduate School:**	San Jose State Univ; San Jose CA
District:	District 4		
Sections:	None	**Law School:**	Loyola Law School; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
6/17/1987	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

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Friday, October 23, 2015

ATTORNEY SEARCH

Tarquin David Preziosi - #198014

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	198014		
Address:	Jones & Mayer 3777 N Harbor Blvd Fullerton, CA 92835	**Phone Number:**	(714) 446-1400
		Fax Number:	(714) 446-1448
		e-mail:	Not Available
County:	Orange	**Undergraduate School:**	Univ of California at Los Angeles; CA
District:	District 4		
Sections:	None	**Law School:**	UC Hastings COL; San Francisco CA

Status History

Effective Date	Status Change
Present	Active
12/3/1998	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

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CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 6. Jones & Mayer				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	9	90	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	8	120	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	8	80	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	9	45	
			TOTAL		

GENERAL NOTES:
REPUTATION / EXPERIENCE

673

NAME: Alex Diaz TITLE: Chief DATE: 11/5/15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: JONES & MAYER				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	9	90	EXTENSIVE HISTORY OF PROVIDING QUALITY SERVICE RELATED TO POLICE RELATED LEGAL NEEDS.
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	9	135	QUALITY ATTORNEYS WITH EXTENSIVE BACKGROUND IN SERVICES REQUESTED
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	9	90	PROVIDED KNOWLEDGE OF SERVICES REQUESTED AND ABILITY TO HANDLE WORKLOAD.
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	8	40	GOOD REFERENCES ACROSS THE STATE WITH DIFFERENT SIZED AGENCIES
			TOTAL		
GENERAL NOTES:					

NAME: Phil Holder TITLE: LT DATE: 11-4-15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 6. Jones & Mayer				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	15		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	7		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	5		
			TOTAL		
GENERAL NOTES:					

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NAME: [signature] TITLE: Sergeant DATE: 11-18-15

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CITY OF BANNING POLICE DEPARTMENT

RESPONSE TO REQUEST FOR PROPOSALS FOR LEGAL REPRESENTATION FOR PITCHESS MOTION HEARINGS AND LEGAL ADVICE ON INCIDENTS INVOLVING "USE OF FORCE" BY MEMBERS OF THE BANNING POLICE DEPARTMENT

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prepared by

Jennifer Petrusis
Richards, Watson & Gershon

October 26, 2015

For more information contact:

Jennifer Petrusis
jpetrusis@rwglaw.com

Telephone 213.626.8484 | Facsimile 213.626.0078
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071-3101

www.rwglaw.com

OCT 26 2015 mae
City Clerk's Office

October 26, 2015

Marie Calderon
City Clerk
Office of the City Clerk
City of Banning
Banning City Hall
99 East Ramsey Street
Banning, California 92220

Reference: *Response to Request for Proposals for Legal Representation for Pitchess Motion Hearings and Legal Advice on Incidents Involving "Use of Force" by Members of the Banning Police Department*

Dear Ms. Calderon:

Richards, Watson & Gershon (RWG) is pleased to submit this proposal to serve as outside special counsel in response to the City of Banning's Request for Proposals for Legal Representation for Pitchess Motion Hearings and Legal Advice on Incidents Involving "Use of Force" by Members of the Banning Police Department.

Our Firm is a professional corporation that has specialized in representing public entities of all types and sizes shortly after it was founded in 1954. We have offices in Los Angeles, Temecula, Orange County, and San Francisco. We currently serve as Special Counsel, City/Town Attorney, or General Counsel to over 50 public entities throughout California. We currently represent 12 police departments throughout California, and provide legal advice and representation to those police departments in a variety of contexts, including responding to Pitchess Motions, providing advice on use of force, providing advice regarding preservation of evidence following a critical use of force incident, defending police officers in various litigation matters, assisting records departments in responding to subpoenas, Public Records Act requests and discovery requests, providing advice on various policies and procedures, and obtaining court authorization to destroy confiscated weapons.

As lead counsel and primary contact person for the City, we are proposing Jennifer Petrusis. Jennifer is a shareholder of RWG and a member of our Litigation Department. As further back-up counsel for the City, we are proposing Ginetta L. Giovinco. Ginetta is also a shareholder of RWG and is the Assistant Chair of the Firm's Litigation and Coastal Law Departments. Our proposal to the City of Banning makes the same pledge we have made to our clients and upheld for over 60 years. We will provide the highest quality, professional legal services in an expeditious and cost-effective manner.

Our contact information is as follows:

Richards, Watson & Gershon
355 South Grand Street, 40th Floor
Los Angeles, California 90071

Jennifer Petrusis
Main: 213.626.8484
Email: jpetrusis@rwglaw.com

Kayser O. Sume
Main: 213.626.8484
Email: ksume@rwglaw.com

We believe that the highly qualified team we are proposing, backed by RWG's extensive resources, would provide exceptional representation to the City, and we look forward to discussing our proposal with you. If you have any questions, please do not hesitate to contact Jennifer or me.

Very Truly Yours,

Kayser O. Sume

Kayser O. Sume
Chairman, Board of Directors

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FIRM PROFILE

FIRM HISTORY

Six Decades of Service.

Founded in 1954, RWG's dedicated team of lawyers has specialized in the representation of public entities of all types. We take an interdisciplinary approach to the challenges faced by California municipalities and other public agencies. Our attorneys deliver practical and solution-oriented advice tailored to the unique needs of our public clients. We have built a reputation as the lawyers of choice for clients seeking reliable, efficient, and effective legal counsel to help achieve their goals.

A Premier Full-Service Firm.

RWG is a premier full service law firm serving public entities. Throughout California, local public officials rely on our Firm because we have assembled a large and diverse group of talented attorneys who are dedicated to successful local government.

RWG has expertise in the wide variety of legal issues faced by public entities. We regularly represent our clients in transactional matters, administrative proceedings, and in litigation at all levels of the state and federal court systems. Our areas of specialization include:

- Brown Act
- Cal PERS
- CEQA
- Coastal Act
- Constitutional Law
- Code Enforcement
- Conflicts of Interest
- Elections
- Human Resources
- Labor Negotiations
- Landlord Tenant Law
- Municipal Law
- NPDES
- Police and Fire Practices
- Public Finance
- Public Works
- Real Estate Law
- Tort Defense
- Transportation Law
- Water Law
- Writs And Appeals

Police Practices

Our Police Practices Group has extensive experience representing and counseling public sector clients in a variety of police department contexts. The Firm has successfully defended public entities and law enforcement officers in lawsuits alleging police misconduct, civil rights violations, personal injury, and various tort claims. Our attorneys have represented several police departments and their members in response to Pitchess Motions and other discovery-related matters. RWG also provides advisory counseling to police departments on policies and procedures and matters related to employment and internal affairs.

We provide legal advice to the following police departments:

- Beverly Hills
- Brea
- Burbank-Glendale-Pasadena Airport Authority
- Buena Park
- Fairfield
- Indio
- Manhattan Beach
- Mill Valley
- Monrovia
- Ross
- San Marino
- Seal Beach

Pitchess Motions

Jennifer Petrusis and Ginetta Giovinco each have over 11 years of experience representing law enforcement agencies in response to Pitchess Motions. Prior to joining RWG approximately ten years ago, Jennifer was an attorney at a law firm that provides legal services for the Los Angeles County Sheriff's Department. Between her previous work for the L.A. County Sheriff's Department and her work for the police departments represented by RWG, Jennifer has appeared at hundreds of Pitchess Motion hearings. Additionally, Jennifer routinely advises police departments regarding other Pitchess-related requests, such as discovery requests, subpoenas and Public Records Act requests that request confidential peace officer personnel information. Jennifer also routinely defends police officers at deposition when it is expected that the officer will be asked to disclose confidential personnel information. Jennifer also provides training to police departments regarding Pitchess Motions.

Ginetta likewise has handled numerous Pitchess Motions in her practice. In addition, Ginetta has successfully taken a writ to the Appellate Department of the Los Angeles County Superior Court to overturn a trial court order compelling the production of peace officer dates of birth in connection with a Pitchess Motion.

Use of Force

Jennifer has extensive experience defending police officers in both state and federal court regarding lawsuits stemming from various use of force incidents. Jennifer is currently representing officers regarding an officer-involved shooting, and has defended officers regarding Taser incidents and other use of force incidents. Jennifer is frequently consulted on use of force matters, and has provided advice regarding the preservation of evidence following a critical incident. Jennifer has advised police departments regarding the contents of use of force reports and whether those reports are discoverable. Jennifer also has provided advice regarding various use of force policies, including canine policies and, most recently, a policy regarding the use of long range acoustic hailing devices.

Staffing

In addition to Jennifer Petrusis and Ginetta L. Giovinco, the Firm has over 60 attorneys and numerous management and support staff including a records center, word processing department, office services center (including a courier service), and information technology professionals. We have extensive teleconference, video conference, and electronic research resources. This broad range of staff and professionals, paired with the latest in technology and management practices, allows us to serve each of our client's unique needs in a timely, cost-effective, and productive manner.

Office Locations

Los Angeles Office – Main Office
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Telephone: 213.626.8484
Facsimile: 213.626.0078
E-mail: la@rwglaw.com

Temecula Office
41000 Main Street, Suite 309
Temecula, California 92590-2764
Telephone: 951.695.2373
Facsimile: 951.695.2372
E-mail: tem@rwglaw.com

Orange County Office
1 Civic Center Circle, PO Box 1059
Brea, California 92822-1059
Telephone: 714.990.0901
Facsimile: 714.990.6230
E-mail: oc@rwglaw.com

San Francisco Office
44 Montgomery Street, Suite 3800
San Francisco, California 94104-4811
Telephone: 415.421.8484
Facsimile: 415.421.8486
E-mail: sf@rwglaw.com

Licenses, Professional Certifications or Other Credentials

RWG maintains all licenses, permits, and approvals required by law. Our California corporation number is C0876003. All of the Firm's attorneys are legally licensed to practice law in the State of California. We have attached a copy of our Certificate of Status from the State of California as Exhibit 2. Attached as Exhibit 3 is a copy of our City of Los Angeles Tax Registration Certificate.

Method of Payment and Billing Procedures

Time incurred in providing legal services will be billed in increments of one-tenth of an hour to billing accounts set up as specified by staff. Our invoices provide detailed explanations of tasks performed, dates of work, and the name of the attorney that performed the work. Checks are the Firm's preferred method of payment. Bills are submitted to the client monthly with payment due during the following 30 days.

Computer Resources

The Firm's network uses the Microsoft Windows operating system, and the Firm uses the Microsoft Office suite of applications such as Word, Excel, and PowerPoint. We have a centralized document

management system that allows for quick and easy access to all documents, from e-mail to memoranda and pleadings, while simultaneously ensuring robust security.

ORGANIZATION AND STAFFING

Client Service Team

RWG is committed to giving the attention of our talented group of attorneys to the City, and to delivering timely, cutting-edge, and practical advice on a cost-efficient basis. We believe that establishing a client service team at the outset of representation is an invaluable measure to help ensure that service quality is maintained and client needs are continuously met.

Details regarding the relevant work experience and capabilities of our key personnel are provided in further depth in the sections to follow. Please reference the biographies found under Exhibit 1 to review experience, educational background, professional and academic achievements, and professional skills.

Relationship Partner

Jennifer Petrusis — Lead Attorney and Primary Point of Contact

Contact information:

355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Phone: 213.626.8484
Fax: 213.626.0078
Email: jpetrusis@rwglaw.com

JENNIFER PETRUSIS

Jennifer is a shareholder in the Litigation Department. Jennifer has over 11 years of experience representing police departments and counseling public entities in a variety of litigation contexts with a primary focus upon police liability, civil rights, personal injury, and dangerous conditions of public property. The sampling below illustrates Jennifer's expertise and activities.

- Jennifer is experienced in defending cities and peace officers in both state and federal court regarding lawsuits alleging constitutional rights violations, police liability, personal injury, and other torts. Jennifer is currently defending police officers in federal court regarding an officer-involved shooting, and also most recently defended police officers in lawsuits alleging false arrest, false imprisonment, illegal search and seizure, and excessive force. Jennifer has been highly successful resolving such lawsuits through either a dispositive motion or the successful settlement of the matter on terms favorable to her clients. Jennifer also represents police departments in response to Pitchess Motions and other requests for confidential peace officer personnel information. Prior to joining RWG, Jennifer worked for a law firm that provides legal services for the Los Angeles County Sheriff's Department, which included responding to Pitchess Motions. Jennifer has appeared at hundreds of Pitchess Motion hearings. In addition to responding to Pitchess Motions, Jennifer routinely assists police departments in responding to subpoenas, other civil and criminal discovery requests, and Public Records Act requests.

- Jennifer also advises police departments on policies and procedures and most recently provided advice regarding canine policies and policies regarding the use of long range acoustic hailing devices. Jennifer has provided advice on use of force reports and the discoverability of these reports in response to subpoenas and Public Records Act requests. Jennifer also advises police departments on preservation of evidence following use of force incidents.

- Jennifer was actively involved in obtaining an injunction on behalf of the City of Monrovia against the activities of two rival criminal street gangs. The injunction prohibits members of the two gangs from publicly congregating together, and from engaging in specified activities, within a three and one-half square mile "Safety Zone" the court designated in parts of Monrovia and adjacent unincorporated areas of Los Angeles County. Jennifer is also experienced in the petition process used to obtain court authorization to retain and destroy confiscated deadly weapons.

- Jennifer is also a code prosecutor and has represented several cities in code enforcement matters including the Cities of Temecula, Mission Viejo, Moorpark, Calimesa, La Mirada, and Seal Beach.

- Jennifer is a 2004 graduate of the UCLA School of Law and obtained her undergraduate degree in 2001 *summa cum laude* from the University of California, Los Angeles. Jennifer was admitted to the State Bar of California in 2004 and joined RWG in 2006. A copy of Jennifer's biography and California State Bar Active Certification is attached within Exhibit 1.

Ginetta L. Giovinco Back-up Counsel

Contact information:
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071
Phone: 213.626.8484
Fax: 213.626.8484
Email: ggiovinco@rwglaw.com

GINETTA L. GIOVINCO

Ginetta is a shareholder of the Firm, and the Assistant Chair of both the Firm's Litigation Department and Coastal Law Department. Ginetta specializes in writs of mandate and appeals, including in the area of land use litigation. Ginetta also provides advisory legal services when litigation is anticipated.

- Ginetta has handled Pitchess Motions for over 11 years, including at both the trial and appellate court levels. As part of her representation of clients on Pitchess Motions, Ginetta successfully obtained a writ from the Appellate Department of the Los Angeles County Superior Court to overturn a trial court order compelling the production of peace officer dates of birth in connection with a Pitchess Motion.

- Ginetta also provides advisory legal services to police departments on responses to subpoenas, Public Records Act requests, and other discovery efforts.

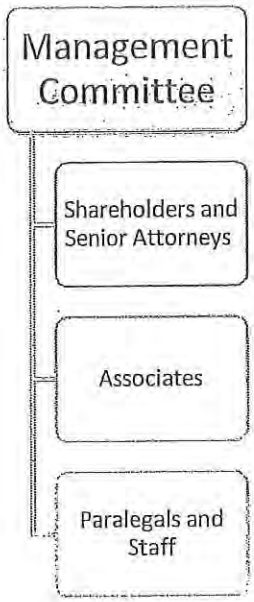
- Ginetta has litigated more than 75 cases in federal and state court.

- Ginetta is a highly-regarded commentator on litigation matters. She is a co-author of chapters in the California Administrative Mandamus (3d ed.), California Civil Writ Practice (4th ed.), and California Civil Discovery Practice (4th ed.) treatises published by the Continuing Education of the Bar.

- Ginetta was named a Southern California Rising Star in 2008, 2010, 2011, 2012, and 2013, a peer-reviewed designation given to no more than 2.5 percent of the region's lawyers, and as a Southern California Super Lawyer in 2014 and 2015.

- Ginetta is a 2003 graduate of the University of California, Los Angeles, School of Law. She graduated *summa cum laude*, Phi Beta Kappa, from The American University in 1997. Ginetta was admitted to the State Bar of California in 2003 and joined RWG that year. A copy of Ginetta's biography and California State Bar Active Certification is attached within Exhibit 1.

Organizational Chart



REFERENCES

Name/Contact Information	Summary of Work	Cost of the Project
Lieutenant Darrin Devereux Professional Standards Unit Brea Police Department 1 Civic Center Circle Brea, California 92821 Phone: 714.990.7748 E-Mail: darrind@cityofbrea.net	Represent the Brea Police Department in response to Pitchess Motions, assist on an as-needed basis regarding use of force incidents, represent Brea police officers in lawsuits alleging various acts of police misconduct, including excessive force.	Ongoing representation
Lieutenant Steve Tobias Administrative Services Division Manhattan Beach Police Department 420 15th Street Manhattan Beach, CA 90266 Phone: 310.802.5140 E-Mail: stobias@citymb.info	Represent the Manhattan Beach Police Department in response to Pitchess Motions.	Ongoing representation
Sergeant Judy Williams Professional Standards Sergeant Buena Park Police Department 6640 Beach Boulevard Buena Park, California 90621 Phone: 714.562.3902 E-Mail: jwilliams@bppd.com	Represent the Buena Park Police Department in response to Pitchess Motions, and have represented Buena Park police officers in lawsuits alleging various acts of police misconduct, including excessive force.	Ongoing representation
Lieutenant Lincoln Hoshino Executive Officer Beverly Hills Police Department 464 North Rexford Drive Beverly Hills, California 90210 Phone: 310.550.4951 E-mail: lhoshino@beverlyhills.org	Represent the Beverly Hills Police Department in response to Pitchess Motions, and have represented Beverly Hills police officers in lawsuits alleging various acts of police misconduct, including excessive force.	Ongoing representation

AGREEMENT FOR PROFESSIONAL SERVICES

We have reviewed the sample Agreement for Professional Services included with the Request for Proposals, which appears to be a broad form that could be applicable to a wide variety of consulting agreements. If selected to provide the requested services, RWG would seek revisions to address specific aspects of the provision of legal services and would work with the City to prepare mutually acceptable language for a legal services agreement. Such changes would include among others, clarifications on the scope of the indemnity agreement, revisions to the insurance requirements to conform to our existing insurance program (which are acceptable to our numerous municipal clients), and revisions to the compensation process and to the "not to exceed" provisions.

Exhibit 1
Attorney Biographies



Jennifer Petrusis | Shareholder

Practice Areas:
Police Practices
Code Enforcement
Litigation
Public Agency and Municipal Law Litigation
Government Tort Liability Litigation

Education:
B.A., *summa cum laude*, University of California, Los Angeles, 2001
J.D., University of California, Los Angeles School of Law, 2004

T 213.626.8484
F 213.626.0078
E jpetrusis@rwglaw.com
W www.rwglaw.com

Jennifer Petrusis is a shareholder in the Litigation Department at Richards, Watson & Gershon. Ms. Petrusis has over 11 years of experience representing police departments and counseling public entities in a variety of litigation contexts with a primary focus upon police liability, civil rights, personal injury and dangerous conditions of public property. Ms. Petrusis' practice is primarily devoted to defending cities and peace officers in lawsuits alleging constitutional rights violations, police liability, personal injury and other torts. Ms. Petrusis also advises police departments on policies and procedures, opposes *Pitchess* Motions, and assists police departments in responding to Public Records Act requests and to subpoenas and other discovery requests. Ms. Petrusis also advises police departments regarding the Peace Officer Bill of Rights and on various employment related matters. Ms. Petrusis also specializes in the petition process used to obtain the court's authorization to retain and destroy confiscated deadly weapons.

Ms. Petrusis has represented several cities in code enforcement matters including Temecula, Mission Viejo, Moorpark, Calimesa, and Seal Beach.

Ms. Petrusis was actively involved in obtaining an injunction on behalf of the City of Monrovia against the activities of two rival criminal street gangs. The injunction prohibits members of the two gangs from publicly congregating together, and from engaging in specified activities, within a three and one-half square mile "Safety Zone" the court designated in parts of Monrovia and adjacent unincorporated areas of Los Angeles County.

Ms. Petrusis obtained her law degree from UCLA Law School where she was Chief Essays Editor for the *Women's Law Journal*.

ATTORNEY SEARCH

Jennifer Lynn Petrusis - #235144

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	235144		
Address:	Richards Watson & Gershon 355 S Grand Ave 40th Fl Los Angeles, CA 90071 Map it	Phone Number:	(213) 626-8484
		Fax Number:	Not Available
		e-mail:	jpetrusis@rwglaw.com
County:	Los Angeles	Undergraduate School:	Univ of California at Los Angeles; CA
District:	District 2		
Sections:	None	Law School:	UCLA SOL; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
12/1/2004	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.



Ginetta L. Giovinco | Shareholder

Practice Areas:
Litigation
Writs of Mandate
CEQA

Education:
J.D., University of California, Los Angeles, School of Law, 2003
B.A., *summa cum laude*, Phi Beta Kappa, The American University, 1997

T 213.626.8484
F 213.626.0078
E ggiovinco@rwglaw.com
W www.rwglaw.com

Ginetta L. Giovinco is a shareholder in the Litigation Department at Richards, Watson & Gershon and is Assistant Chair of the Firm's Litigation and Coastal Departments.

Ms. Giovinco represents municipalities and public entities in litigation matters in both state and federal courts. Ms. Giovinco has focused her practice on appellate and writ matters.

She co-authored chapters in the C.E.B. treatises California Administrative Mandamus (3d ed.), California Civil Writ Practice (4th ed.), and California Civil Discovery Practice (4th ed.).

Ms. Giovinco was named a Southern California Rising Star in 2008, 2010, 2011, 2012 and 2013, a peer-reviewed designation given to no more than 2.5% of the region's lawyers. Ms. Giovinco also was named a Southern California Super Lawyer in 2014 and 2015.

Ms. Giovinco's representative appellate and writ cases include:

Eiskamp v. Pajaro Valley Water Management Agency, 203 Cal.App.4th 97 (2012), published Court of Appeal decision upholding the dismissal of a challenge to an ordinance that increased groundwater augmentation charges for well operators.

South Orange County Wastewater Authority v. City of Dana Point, 196 Cal.App.4th 1604 (2011), published Court of Appeal decision holding that a mitigated negative declaration prepared for a rezoning project was not required to study the impacts of an existing sewage treatment plan on the project.

Habitat Trust for Wildlife, Inc. v. City of Rancho Cucamonga, 175 Cal.App.4th 1306 (2009), published Court of Appeal decision upholding City's right to select qualified conservation entity to receive mitigation lands dedicated by developer pursuant to CEQA.

Ms. Giovinco is admitted to practice in:

- All California courts; Central, Eastern, Southern and Northern Districts of the United States District Court.
- Ninth Circuit Court of Appeals.

ATTORNEY SEARCH

Ginetta Lorraine Giovinco - #227140

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	227140		
Address:	Richards Watson & Gershon 355 S Grand Ave 40FL Los Angeles, CA 90071-3101 Map it	Phone Number: Fax Number: e-mail:	(213) 626-8484 (213) 626-0078 ggiovinco@rwglaw.com
County:	Los Angeles	Undergraduate School:	American Univ, Washington DC
District:	District 2		
Sections:	Environmental Law	Law School:	UCLA SOL, Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
12/1/2003	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Exhibit 2
State of California Certificate of Status

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

RICHARDS, WATSON & GERSHON, A PROFESSIONAL CORPORATION

FILE NUMBER:	C0876003
FORMATION DATE:	10/23/1978
TYPE:	DOMESTIC CORPORATION
JURISDICTION:	CALIFORNIA
STATUS:	ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 07, 2014.

Debra Bowen

DEBRA BOWEN
Secretary of State

RKS

NP-25 (REV 1/2007)

Exhibit 3
City of Los Angeles Tax Registration Certificate

CITY OF LOS ANGELES
OFFICE OF FINANCE
P.O. BOX 53200
LOS ANGELES CA 90053-0200

01 100-002392 0011 1

RICHARDS/WATSON/GERSHON APC
RICHARDS/WATSON/DREYFUSS/GERSHON
355 S GRAND AVE FL 40
LOS ANGELES CA 90071-1560

355 S GRAND AVENUE FLOOR #40
LOS ANGELES, CA 90071-1560

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX — ISSUED: 11/6/2009

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000093893-0001-0	L049	Professions/Occupations	11/13/1995	Active

ISSUED TO:
RICHARDS/WATSON/GERSHON APC
RICHARDS/WATSON/DREYFUSS/GERSHON
355 S GRAND AVENUE FLOOR #40
LOS ANGELES, CA 90071-1560
355 S GRAND AVENUE FLOOR #40
LOS ANGELES, CA 90071-1560



ISSUED BY
Christopher D. Christensen
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS. P.O. BOX 53200, LOS ANGELES CA 90053-0200
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

LOS ANGELES OFFICE
355 South Grand Avenue, 40th Floor
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41000 Main Street, Suite 309
Temecula, California 92590-2764
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ORANGE COUNTY OFFICE
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Brea, California 92822-1059
Telephone: 714.990.0901
Facsimile: 714.990.6230
e-mail: oc@rwglaw.com

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e-mail: sf@rwglaw.com

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CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 7. Richards Watson Gershon				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	8	80	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	8	120	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	6	60	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	7	35	
			TOTAL		

GENERAL NOTES:

EXTENSIVE EXP.

669

NAME: Alex Diaz TITLE: Chief DATE: 11/05/15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 7. Richards Watson Gershon				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10			
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15			
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10			
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5			
			TOTAL		
GENERAL NOTES:					

700

NAME: _____ TITLE: _____ DATE: _____

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: RICHARDS / WATSON / GERSHON				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	8	80	QUALIFIED FIRM TO HANDLE THE LEGAL SERVICES REQUESTED
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	BOTH IDENTIFIED ATTORNEYS APPEAR QUALIFIED TO HANDLE REQUESTED LEGAL SERVICES
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	8	80	DEMONSTRATED KNOWLEDGE OF SERVICE REQUESTED AND ABILITY TO PROVIDE QUALITY SERVICE
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6	30	GOOD REFERENCES WITH SMALL THROUGH LARGER AGENCIES.
			TOTAL		
GENERAL NOTES:					

NAME: Phil Holder TITLE: LT. DATE: 11-4-15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 7. Richards Watson Gershon				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	13		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	2		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	5		
			TOTAL		

GENERAL NOTES:

NAME: [signature] TITLE: Sergeant DATE: 11-12-15

PROPOSAL FOR ATTORNEY SERVICES
CITY OF BANNING

Submitted by:

Steven A. Sherman
FERGUSON, PRAET & SHERMAN
1631 E. 18th Street
Santa Ana, CA 92705-7010
714.953.5300 Telephone
714.953.1143 Facsimile
ssherman@law4cops.com

Closest Geographical Office - Santa Ana, CA

PROPOSAL FOR LEGAL SERVICES
CITY OF BANNING
By

FERGUSON, PRAET & SHERMAN
A Professional Corporation
1631 E. 18th Street
Santa Ana, CA 92705
(714) 953-5300 Telephone
(714) 953-1143 Facsimile

As a partner with the law firm of Ferguson, Praet & Shermau, I am authorized to and do hereby certify that all of the statements contained in this true and shall constitnte a warranty, the falsity of which shall entitle the City of Banning to pursue any remedy authorized by law, which shall include the right, at the option of Banning Purchasing, of declaring any contract made as a resnlt thereof, to be void.

Dated: October 22, 2015

By:_____
Steven A. Sherman, Attorney at Law

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Diana L. Field 25
Allen Christiansen 32
Gary Craig Smith 34

LAW OFFICES
FERGUSON, PRAET & SHERMAN
A Professional Corporation

1631 East 18th Street
Santa Ana, California 92705-7101
714.953.5300 telephone
714.953.1143 facsimile

October 22, 2015

City Clerk
Banning City Hall - Office of the City Clerk
99 E. Ramsey Street
Banning, CA 92220

Re: RFP

Dear City Clerk:

Although we have been continuously providing the City of Banning with all of the legal services outlined in this most recent proposal for over fifteen years, we genuinely appreciate the opportunity to again submit a proposal for consideration to continue to provide the same extraordinary level of service into the foreseeable future.

In accordance with the RFP, we have enclosed five original hardbound proposals, one unbound copy, and a CD containing both Word and PDF versions of same. While we sincerely believe that all required information and materials have been provided, please do not hesitate to call if you should have any questions and/or require additional information. Once again, thank you for your prompt consideration of our proposal and we look forward to continuing our outstanding professional relationship with the City of Banning.

Cordially,

Steven A. Sherman
Partner/Attorney at Law

SAS/cml
Attachments

(a) Statement of Qualifications (Narrative Supplement)

The law firm of Ferguson, Praet & Sherman is unique in the State of California as the only firm which has been exclusively and entirely defending law enforcement litigation for twenty (25) straight years. During this time, we have successfully defended more than 100 different law enforcement agencies throughout the state in both state and federal courts in matters ranging from officer involved shootings, excessive force allegations, false arrest, canine liability, fatal pursuits, Taser deaths, in-custody deaths and a variety of virtually every sort of allegation asserted against law enforcement agencies and personnel. Frankly, we are extremely proud of our track record in defending these matters.

As a result, there are few, if any, issues which we have not already encountered and we have developed a familiarity with virtually all of the police misconduct attorneys bringing this sort of litigation as well as their somewhat limited pool of "experts". With almost 100 years of combined experience in this unique area of litigation, the client receives the finest level of defense without paying to "educate" the attorney on issues unfamiliar to firms with less experience in this field. We are also able to provide the client with an early and accurate assessment of each case so that an initial determination can be made whether or not to aggressively defend the matter or attempt to negotiate an equitable resolution of a matter with clear liability exposure.

With close geographical proximity to the City, we are also able to offer the same sort of immediate personal appearance at potential liability incidents in order to assist in the prompt preparation of anticipated litigation. Unlike many firms, we do not generally bill the client for routine advice provided on miscellaneous matters not associated with a particular litigation file and we actually encourage such inquiries in an effort to avoid litigation, if possible. We also provide periodic Client Alerts (at no cost) on a variety of contemporary issues, case decisions and statutory changes affecting law enforcement.

Moreover, we continue to teach related subjects such as Officer Involved Shootings, Canine Liability, Internal Affairs and Legal Updates for such groups as California DOJ, California State University, Long Beach, CPOA and POST, as well as various risk management groups, Chiefs and Sheriffs Associations and individual public entities. Although separate from the firm, Bruce Praet is co-founder and a Board Member of Lexipol which provides customized policy manual services and updates for 80% of the law enforcement agencies in the state. These activities continue to keep the firm on the cutting edge of the issues and law affecting today's law enforcement.

(b) Resumes of Principals and Associates

[NOTE: Given that our entire firm is exclusively dedicated to the defense of law enforcement litigation, it is anticipated that virtually any member of the firm could provide

services to the County's litigation. Assignments would be made according to particular expertise and workload on a case by case basis.]

Peter Ferguson (Partner) - Peter has been practicing in the field of law enforcement litigation for almost 32 years and exclusively defending police litigation for the past 25 years. Peter has developed a unique insight and expertise in the federal courts and his success in defending matters at trial in both state and federal court is unsurpassed.

Bruce Praet (Partner) - With ten years of experience as a police officer (K9 officer, SWAT, etc.) Bruce brings a unique insight and instant level of trust with our law enforcement clients. In addition to maintaining an extraordinary success record in defending high profile police cases in state and federal courts for over 28 years, Bruce continues to teach courses in Officer Involved Shootings, K9 Liability, Legal Updates, Internal Affairs for CPOA, CSULB, POST, DOJ and frequently appears as a speaker for various Chiefs and Sheriffs Associations, Risk Management groups and individual public entities throughout the state.

Steven Sherman (Partner) - Steven has also been successfully defending law enforcement litigation for over 28 years and has developed a particular expertise in "Pitchess" motions, on-duty traffic collisions and pursuits and a number of complex law enforcement litigation issues. Like all attorneys in the firm, Steven frequently spends a good deal of time providing advice (at no charge) to law enforcement officials seeking to be proactive in avoiding potential liability. Steven has worked extensively with the City of Banning over the years.

Diana Field (Senior Associate) - As our most senior associate for over 20 years, Diana has also established an enviable trial record and is recognized as one of the most organized trial attorneys in complex matters. Diana also served as state Chair of the CPOA Legal Advisors for over ten years and is recognized as a leading expert statewide.

Anthony Snodgrass (Associate) - Retired after 30 years in law enforcement with the Riverside County Sheriff's as a Lieutenant, he decided to continue working for law enforcement and joined our law firm. He specializes in administration proceedings against law enforcement personnel.

Allen Christiansen (Associate) - Allen began his legal career as a Plaintiff's attorney and has been involved in municipal defense with Ferguson, Praet & Sherman since 2012 defending excessive force and police and municipal liability actions in both Federal and State Courts. Allen is licensed to practice in all courts of the State of California and Hawaii, the Central, Southern and Eastern Districts and the Ninth Circuit and the United States Supreme Court.

G. Craig Smith (Associate) - Craig obtained is B.S. in Business Administration from C.S.U.L.B and his J.D. from Whittier Law School, graduating *Cum Laude*. From 2009 until 2012 Craig was a senior associate and lead trial counsel at the Law Offices of James C. Bechler, P.C. before opening his own practice. In 2015, he was retained as an associate with this office and handles a variety of civil litigation matters, including the preparation of pleadings, discovery, motions and trial preparation.

(c) Malpractice

In over 25 years of practice, we have never had a single action brought against us or even been the subject of a formal complaint or investigation.

(d) Admission to Practice

All of our attorneys are fully licensed to practice in all courts of this state, the Central, Northern, Eastern and Southern District federal courts and the Ninth Circuit. Each of the partners is fully admitted to the United States Supreme Court. [Proof available upon request].

(e) Eco-Friendly

Our firm has always been very environmentally conscious and uses recycled paper for all purposes.

(f) Office Location

Our offices are located at 1631 E. 18th Street, Santa Ana, CA 92705.

References

1. Cory Brente (213) 978-6900
   [Our office has worked on conflict cases with City of Los Angeles for over 15 years]
   200 North Main Street
   6th Floor
   City Hall East
   Los Angeles, CA 90012-4129

2. Kerry Trost (760) 360-4966
   PERMA
   [Ongoing services for over 19 years]
   36-951 Cook Street, Suite 101
   Palm Desert, CA 92211

3. City of Newport Beach (949) 644-3302
   [Ongoing services for over 15 years]
   Aaron Harp, City Attorney
   City of Newport Beach
   P.O. Box 1768
   Newport Beach, CA 92659-1768

4.	City of Fresno [Ongoing services for six years] Francine Kanne, Assistant City Attorney 2600 Fresno Street Fresno, CA 93721	(559) 621-7528
5.	City of Montclair [Ongoing services for 25 years] Gary Charleston, City Manager 5111 Benito Street Montclair, CA 91763	(909) 625-9406
6.	Whittier Police Department [Ongoing services for 20 years] Captain Mike Davis 13200 Penn Street Whittier, CA 90602	(562) 567-9200
7.	City of Santa Maria [Ongoing services for over 13 years] Gil Trujillo, City Attorney 204 East Cook Street Santa Maria, CA 93454	(805) 925-0951 x310

While the above information and attachments are believed to provide all of the requirements for this RFP, please do not hesitate to call if any further information is needed. We look forward to the opportunity to defend law enforcement litigation for the City of Banning and genuinely believe that our unique expertise in this area of the law will combine with our unprecedented record of success to the benefit of your agency.

Cordially,

Steven A. Sherman
Partner/Attorney at Law

COMPANY PROFILE

1. Company Profile

a. Company Hierarchy

The law firm of Ferguson, Praet & Sherman is a Professional Corporation currently consisting of three law partners, Peter Ferguson, Bruce Praet and Steven Sherman. In addition to legal staff, we have four associate attorneys specializing in police litigation – Diana Field, Allen Christiansen, Anthony Snodgrass and Craig Smith.

b. Company Overview of Services

Ferguson, Praet & Sherman is a unique law firm specializing exclusively in representation of law enforcement agencies throughout the state of California. These services include representing agencies in the prosecution of disciplinary matters at administrative hearings, overseeing internal administrative investigations of allegations of misconduct, providing training and advice in internal affairs matters and defending "Pitchess" motions/ quashing subpoenas. In addition to handling the administrative hearings, the firm has extensive experience in defending and pursuing writs of mandamus in superior court and handling appeals in both the appellate courts and the California Supreme Court.

From a litigation perspective, the firm specializes in defending civil litigation in both state and federal court ranging from allegations of excessive force, officer involved shootings, false arrest, sexual harassment, pursuits, canine liability and on-duty traffic collisions.

2. Company Experience

a. Number of Employees Providing Services

All seven of our present attorneys have extensive experience in representing law enforcement agencies and would be available to handle matters for the City of Banning. While the client is never charged for consultations between firm attorneys, cases are frequently discussed among members of the firm in order to provide the client with the complete benefit of the experience of all of our lawyers.

b. Number of Years Providing Services

Our firm has been providing representation to law enforcement agencies throughout the state for over 25 years. Specifically, we have been providing the City of Banning Department with exceptional representation in all matters subject to this Proposal for over 20 years. In addition to our representation of City of Banning in this unique area of the law, we have provided similar representation to other agencies including, but not limited to the cities of Corona, Beaumont, Desert Hot Springs, Cathedral City, Fountain Valley, Westminster, Hemet, La Habra, Laguna Beach, Newport Beach, Long Beach, El Monte, Garden Grove, Inglewood, Montclair, Whittier, Anaheim, San Jacinto, Indio, Fresno, Madera, Oakdale, Los Angeles, La

Mesa, Murrieta, Elk Grove, Chino, Clovis, Clearwater, Vernon, Bell, Ontario, Oceanside, Buena Park, Palo Alto, Upland, Dinuba, and Hesperia.

DESCRIPTION OF SERVICES

1. As noted above, our firm has not only exclusively specialized in the representation of law enforcement agencies throughout California for the past 25 years, but we have been specifically providing the City of Banning with exceptional representation in all areas described in the Scope of Services for over 20 years.

2. We have also developed a very proactive approach to handling matters so that many potential issues can be eliminated or avoided by early intervention. Once cases are assigned, all necessary paperwork, court work (as necessary), witness and case development, arbitration and follow up (as necessary) is carefully developed and reported to the client.

COST PROPOSAL

In accordance with our current contract with the City of Banning, all attorney work will be billed at the nominal public entity rate of $225/hour (for non-complex cases). Pitchess motions will be billed at the public entity rate of $185/hour. As noted above, a substantial amount of legal advice is provided to the Department on a regular basis without charge. Travel time is also not separately billed and costs such as routine photocopying, toll calls and postage are also not billed.

EVIDENCE OF INSURABILITY/INSURANCE/APPLICABLE LICENSES

Evidence of all required insurance coverage and licenses is already on file with the City of Banning in association with our current contract. Moreover, we will continue to maintain or exceed all required levels of insurance and necessary licenses.

LAW OFFICES
FERGUSON, PRAET & SHERMAN
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714.953.5300 telephone
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FIRM PROFILE & SERVICES

Ferguson, Praet & Sherman is a full service law firm devoted exclusively to public safety litigation. The firm is located in Orange County, representing numerous law enforcement agencies throughout California.

Unlike most firms which may have one or two attorneys handling police cases as part of a more general case load, each of our seven attorneys has developed a highly specialized expertise exclusively in the unique defense of public safety litigation. At present, we provide over 100 years of combined experience in the exclusive defense of police litigation. Thus, you never end up paying for an inexperienced attorney learning the law while potentially jeopardizing the City's liability exposure. Further, each case is assigned to an attorney who is already familiar with police issues and your case will never get bounced from one attorney to the next, again resulting in unnecessary billing while each subsequent attorney gets "up to speed". The result of the highly specialized practice of Ferguson, Praet & Sherman is that all the needs of a police department are met by one firm.

Recognizing the unique and complex issues facing police departments today, the attorneys at Ferguson, Praet & Sherman offer expertise in all areas of police civil litigation in both state and federal courts. As a part of the full service the firm provides its police agencies, representation includes the aggressive defense of civil rights violations, complaints of excessive force, false arrest and false imprisonment, respondent superior issues, the special relationship doctrine, the duty to exercise reasonable care for arrestees and property, officer involved shootings, Taser issues, canine liability, officer involved traffic accidents, pursuits, sexual harassment and discrimination claims.

With extensive experience in POBR issues, Skelly and personnel hearings, we are also able to represent agencies (not associations) with advocacy in police discipline matters. For those agencies lacking trained resources to conduct internal investigations or confronted with sensitive internal issues, we also provide trained internal affairs investigators to conduct your investigations from beginning to end.

The aggressive defense provided to police departments by Ferguson, Praet & Sherman extends beyond the preparation, filing and argument of appropriate court documents, pretrial discovery, advising and negotiating settlement where appropriate, jury or court trial of the matter, and briefing and argument of any resulting appeal. Due to our unique understanding of

police issues and the emergency situations that often arise, the firm offers 24 hour a day access to an attorney specializing in police litigation. Prompt response and legal advice in situations such as officer involved shootings or serious officer involved traffic collisions can often minimize liability to the police department and its officers.

The firm also represents its police departments in Pitchess motions and subpoenas duces tecum served upon the departments. The firm not only aggressively opposes these motions, representing both department and officer at the hearing and in camera proceedings, but we provide police agencies with current legislative and court developments in this and other rapidly changing areas of the law.

Of paramount concern to most police agencies are issues pertaining to personnel files and internal policies and procedures. Ferguson, Praet & Sherman offers advice to police department managers on the most effective manner of maintaining personnel files and provides legal advice regarding the release of confidential police records and the Public Records Act. As a principal in LEXIPOL, we have joined forces with the world renowned Gordon Graham to develop a state-of-the-art policy manual and related training currently in use by over 94% of the law enforcement agencies throughout the state and nearly 1000 agencies in twelve other states. Since our manual is updated to the latest standards each quarter, the constant headache of maintaining an agency's policy manual has been effectively eliminated. Through our own customized software, both the manual and training are customized and delivered to fit the unique needs of each subscribing agency.

The firm's members are active in the California Peace Officers Association as police legal advisors and regularly serve on committees to develop and revise CPOA publications. Members of the firm attend CPOA training conferences and actively participate in the panel presentations. We also regularly provide statewide training through CPOA, DOJ and CSULB on contemporary issues such as Officer Involved Shootings, K-9 liability, Use of Force and Police Discipline. The firm is also involved with many Police Chiefs Associations, providing ongoing advice on legal issues and developing local protocols. Members of the firm are active in P.O.S.T. and we have chaired several committees including the development of the current P.O.S.T. K-9 training standards and pursuit guidelines.

At Ferguson, Praet & Sherman, we maintain the philosophy that effective representation of police departments can only be provided through individualized defense programs for each agency, assured access to legal counsel on a 24 hour a day basis, and providing an agency with information and current changes in the law. Ferguson, Praet & Sherman provides client alert bulletins regarding recent changes in both state and federal law as well as providing training seminars for individual departments. Ferguson, Praet & Sherman provides information and legal advice in all areas of the Public Safety Officers Procedural Bill of Rights and the related areas.

As a part of full service to the client, the firm has developed a number of pro-active and preventative programs which include pre-litigation investigation and consultation. In addition to representing many agencies and their officers in civil litigation, the firm has expertise in representing and advising management in the area of police discipline and grievance procedures.

We also refuse to employ a standard approach for each case such as boiler plate discovery just for the sake of discovery (i.e. more billing). Instead, each case is evaluated separately with a variety of possible defense strategies available. In this regard, we have enjoyed a remarkable success rate, defeating most cases before trial with comparatively low defense costs. This is not to say that there are not those cases which need to go to trial as well as those occasional cases where liability is so clear that a quick and equitable settlement should be negotiated with a minimum of defense costs.

Ferguson, Praet & Sherman offers its law enforcement clients a level of expertise in police litigation that is unparalleled in this specialized and volatile area of law. We maintain that each agency is different and has particular needs which is why the firm has dedicated its practice exclusively to public safety litigation and representation.

The firm's rate for legal representation are $225 per hour for attorney services, and $185.00 for Pitchess services. While we believe that our current public entity rate is relatively standard, we feel that our innovative and aggressive defense tactics, combined with our unique expertise, provide further savings to the client with overall more effective representation. This also includes a number of services provided at no cost to the client such as pre-litigation review of potential claims and availability for advice on those troublesome questions which often arise before or without litigation. Clients are only charged for direct costs incurred such as depositions, messenger fees, and filing fees in federal court. Absent exceptional circumstances, clients are not assessed incidental charges which are customarily charged by other firms such as postage, mileage, Lexis access fees, word processing, long distance telephone calls and routine photocopying. Even our out-of-area clients are never billed more than two hours of travel time in each direction plus travel expenses.

If we can provide any further information about the law firm of Ferguson, Praet & Sherman, please do not hesitate to call us at (714) 953-5300. You may also email us at any time at csherman@law4cops.com.

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Santa Ana, CA 92705-7101
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CIVIL RESPONSE TEAM

Ferguson, Praet & Sherman offers our law enforcement clients a unique service referred to as the Civil Liability Response Team. The Civil Liability Response Team offers prompt response and legal advise in different situations 24 hours a day. Set forth below is a list of points and issues which demonstrate the advantages received by our clients who utilize this service.

1. We have successfully implemented such teams in the Cities of Corona, Westminster, Garden Grove, Placentia, Upland, Whittier, Montclair, and many others. (Endorsements would certainly be available and perhaps useful from police chiefs, city attorneys and risk managers of those cities).

2. In order to mitigate the city's exposure to liability and potentially costly litigation, we have successfully intervened at the time of the incident to settle absolute liability cases for minimal amounts with full releases. This undoubtedly saves the city countless thousands of dollars.

3. Each of our attorneys specializes only in the defense of public safety litigation and has the experience necessary to handle such cases. We also have a high degree of credibility with department management, field officers and outside agencies present at these incidents.

4. Our attorneys are available on a 24-hour basis and will respond to any major incident (officer involved shooting, traffic collision, etc.) in less than one hour. (Note: Some situations may be resolved with a simple phone call, thus giving supervisors the added confidence of immediate review of situations potentially exposing the city at a risk of liability.)

5. Having worked closely with most PORAC attorneys, we can also intervene on behalf of the department when questions arise concerning officers' rights.

6. Working closely with insurance representatives and department liaison, we can insure that evidence valuable to a civil case, but perhaps not otherwise critical to the criminal or administrative case, will be preserved at the scene rather than

lost or prejudicially altered by typically waiting until the matter goes to litigation.

7. As attorneys retained by the city (albeit not the city attorney's office), we have the ability to produce work product which can be later protected from discovery.

8. Before any reports, press releases, etc. are finalized, we can review them to insure that the facts are communicated in such a way as to not unduly expose the city or its officers to liability or criticism.

9. With the increase in situations exposing the city to potential liability and the rise in litigation, the minimal cost of such a team is far outweighed by the tremendous savings and detailed case preparation realized by an immediate response. Despite less than five percent of officer shootiugs resultiug in criminal or disciplinary action against the officers, departments have historically conducted very thorough investigations into these areas. While over ninety percent of these cases result in civil litigation, it is only now that we are protecting this critical interest by implementing an immediate civil response team.

10. Regardless of the attorney to handle the ultimate litigation, every effort will have been employed to have a fully prepared defense when and if a lawsuit is filed.

Certainly your department, insurance adjuster and/or others can add to these points to develop a rather persuasive staff report. While fatal pursuits, jail deaths and other major incidents should also be the subject of this response team, you may also wish to note the dramatic rise in officer-involved shootings in California.

As you know and, notwithstanding the outcome of this program, we have and will continue to review department policies and provide staff training on those issues handled by the response team. This, of course, adds to the total picture of the department's continuing effort to prevent losses and reduce the city's exposure to liability.

In the event that an attorney is needed to represent the department's interests at the time of a major officer-involved incident, please contact one of the below listed attorneys in accordance with departmental procedure:

During business hours: (714) 953-5300

Peter Ferguson: Home: (714) 526-6942
Cell: (714) 335-7600

Bruce Praet:	Home: (714) 633-6931 Cell: (714) 335-7700
Steve Sherman:	Home: (714) 969-4872 Cell: (714) 335-7800

PETER J. FERGUSON
Attorney at Law
FERGUSON, PRAET & SHERMAN
1631 E. 18th Street
Santa Ana, CA 92705-7101
(714) 953-5300 telephone
(714) 953-1143 facsimile
peterferg@aol.com

EDUCATIONAL BACKGROUND:

CALIFORNIA STATE UNIVERSITY, FULLERTON
B.A. Degree in Economics 1978
B.A. Degree in Political Science 1978

WESTERN STATE UNIVERSITY, FULLERTON
Juris Doctor Degree 1982

PROFESSIONAL BACKGROUND

FERGUSON, PRAET & SHERMAN 1987-present
Santa Ana, California
Emphasizing in the Area of Police Defense Litigation

PETERSEN & FERGUSON 1982-1987
Santa Ana, California
Emphasizing in the Field of Labor Law and Civil Rights

ASSOCIATIONS/MEMBERSHIPS

California State Bar

American Bar Association

Federal Bar Association

Admitted to all Federal District Courts in California, the Ninth District Courts of Appeals and the United States Supreme Court

BRUCE D. PRAET
Attorney at Law
FERGUSON, PRAET & SHERMAN
1631 E. 18th Street
Santa Ana, CA 92705-7101
(714) 953-5300 telephone
(714) 953-1143 facsimile
bpraet@aol.com

EDUCATIONAL BACKGROUND

JURIS DOCTOR DEGREE, 1985
Western State University, College of Law
(Dean's list; twice awarded American Jurisprudence Award for academic excellence)

BACHELOR IN SCIENCE DEGREE, with scholastic merit 1983
Western State University

ASSOCIATE IN ARTS DEGREE 1974
Saddleback Community College

ORANGE COUNTY PEACE OFFICERS ACADEMY 1974
Top Recruit

GOLDEN WEST COLLEGE 1994
Inducted into President's Alumni Pillar of Achievement

PROFESSIONAL BACKGROUND

FERGUSON, PRAET & SHERMAN 1987-present
Attorney/Partner

ORANGE COUNTY CHIEFS' & SHERIFF'S ASSOC. 1993-present
General Counsel

CITY OF ORANGE 1986-1987
Assistant City Attorney

MICHAEL P. STONE & ASSOCIATES 1984-1986
Assistant General Counsel to Los Angeles Police Protective League

COTKIN, COLLINS, KOLTS & FRANSCELL, 1983-1984
Law Clerk

CITY OF ORANGE POLICE DEPARTMENT, 1974-1983
Uniformed Patrol, S.W.A.T., Forensic Artist,
Detective in Vice/Narcotics, Sex Crimes,
K-9 Officer (Medal of Valor - 1979)

LAGUNA BEACH POLICE DEPARTMENT, 1972-1974
Police Cadet/Police Officer

MARICOPA COUNTY SHERIFF'S OFFICE, 1971-1972
Phoenix, Arizona (I.D. Tech)

TEACHING/LECTURING BACKGROUND

CALIFORNIA STATE UNIVERSITY LONG BEACH 1986-present
Center for Criminal Justice, Internal Affairs
Course (P.O.S.T. Approved) Instructor

CALIFORNIA PEACE OFFICER'S ASSOCIATION 1990-present
(P.O.S.T. APPROVED) INSTRUCTOR
Officer Involved Shooting Course
Use of Force Course
Canine Liability Course

CALIFORNIA DEPARTMENT OF JUSTICE 1992-present
Instructor-Officer Involved Shooting Course

CHAPMAN UNIVERSITY - Internal Affairs 1986-1996
Investigator School (P.O.S.T. Approved)
Instructor

P.O.S.T. SUPERVISOR'S ACADEMY, 1986-1999
Disciplinary Process and Vicarious Liability
Orange County Sheriff's Academy, Instructor
Golden West College

CALIFORNIA HIGHWAY PATROL 1996/1997/1998
Officer Involved Shooting Instructor

INTERNATIONAL HOMICIDE INVESTIGATOR'S CONF. 1998
Keynote Speaker (OIS), Scottsdale, Arizona

EL PASO POLICE DEPT, TEXAS 1998
Officer Involved Shooting Instructor

FBI NATIONAL ACADEMY ANNUAL CONF. Civil Rights Panel (Chair)	1999
OREGON/WASHINGTON POLICE CHIEF'S CONF. Keynote Speaker, Seattle, WA	1998
PRIMA CONFERENCE (5 Western States) Keynote Speaker - Reno, NV.	1996
KANSAS/MISSOURI LAW ENFORCEMENT CONF. Keynote Speaker	1997
OREGON LAW ENFORCEMENT ASSOC. Keynote Speaker - (Cramer & Giles Ins.)	1996/1999
PARMA CONFERENCE Keynote Speaker	1990/1993/1995
SAN MATEO COUNTY CHIEF'S ASSOCIATION CONFERENCE- Keynote Speaker	1992-1993
LOS ANGELES COUNTY CHIEF'S CONFERENCE Keynote Speaker	1989
ORANGE COUNTY CHIEF'S CONFERENCE Keynote Speaker	1989-1998
RIVERSIDE COUNTY CHIEF'S CONFERENCE Keynote Speaker	1987/1996/1998
SO. CALIFORNIA INTERNAL AFFAIRS INVESTIGATORS ASSOCIATION - Keynote Speaker	1987-1998
LOS ANGELES POLICE PROTECTIVE LEAGUE, Annual Defense Representative Conference, Instructor	1986
LOS ANGELES POLICE PROTECTIVE LEAGUE, Annual Defense Representative Conference, Instructor	1985
NATIONAL CONFERENCE OF FORENSIC PATHOLOGISTS, Keynote Speaker	1982
AMERICAN MEDICAL-LEGAL DELEGATION in the People's Republic of China and Japan, lecture tour with Dr. Thomas T. Noguchi	1981

NATIONAL SOCIETY OF FORENSIC ARTISTS, 1977-1979
Instructor and Vice-president

SADDLEBACK COMMUNITY COLLEGE, 1977-1979
Administration of Justice, Part-time Instructor

ORANGE UNIFIED SCHOOL DISTRICT, 1975-1977
High School law enforcement classes
Part-time instructor

PUBLICATIONS

Legal Update for Fire Services, Videotape 1987
Lecture, Statewide distribution

"Defending the Practice of Photographing 1987
Field Detainees", Published in:
Police Chief Magazine, IACP
Journal of California Law Enforcement, Vol.21, No.2

"Restricting Officer Access to Internal December 1987
Investigation Files" - California Peace Officer
Magazine

Responding to Citizen Complaints - California December 1988
Peace Officer Magazine

Officer Involved Shootings: A Procedural and 1989
Legal Analysis - Journal of California Law
Enforcement, Vol.23, No.2

Police Canine Liability - December 1991
California Peace Officer Magazine

Alternative Use of Force Policy - California Peace December 1994
Officer Magazine/Journal of California Law
Enforcement, Vol. 28, No.4

POST Canine Standards for State of California April 1993
Committee Chair/Author

CPOA: Gang Photos & How to Avoid Litigation July, 1996

Complete Police Policy Manual 1998-present
Currently adopted by Agencies throughout State

ASSOCIATIONS/MEMBERSHIPS

California State Bar
American Bar Association
Federal Bar Association

Admitted to all Federal District Courts in California,
Ninth District Courts of Appeals and the United States Supreme Court

Orange County Police Chiefs & Sheriffs Association

California Peace Officers Association, 1985- present
Police Legal Advisors - Chairman (1991-1992)

National Ski Patrol

United States Triathlon Association

PADI Certified SCUBA Instructor

STEVEN A. SHERMAN
Attorney at Law
FERGUSON, PRAET & SHERMAN
1631 East 18th Street
Santa Ana, California 92705-7101
(714) 953-5300 telephone
(714) 953-1143 facsimile
ssherman@law4cops.com

PROFESSIONAL BACKGROUND

Ferguson, Praet & Sherman, A.P.C. **1987-present**
Attorney/Senior Partner

Ferguson, Purvin & Sherman **1986-1987**
Attorney/Senior Partner

Substantial litigation experience in all aspects of representing law enforcement agencies. Experienced trial attorney in both state and federal court. Trial experience includes excessive force, civil rights, state tort claims, traffic collisions, and false arrest. Experience also includes labor and employment litigation and writ practice as it pertains to public entities. Knowledge of appellate work as it pertains to officers and public entities. Several published opinions.

DiLiberti & Goldsman **1984-1986**
Attorney

Litigation experience involving cities and public employees. Extensive civil rights and vehicular collision work.

Liebowitz & Constantino **1982-1984**
Attorney/Law Clerk

Business law, corporate law and bankruptcy work, representing both debtor and creditor.

EDUCATIONAL BACKGROUND

Juris Doctor Degree 1983
Western State University, College of Law

Bachelor of Arts Degree, Political Science 1979
California State University, Northridge

Mediation Completion Certificate 2004
Loyola Law School

PROFESSIONAL AFFILIATIONS

California State Bar
American Bar Association
Federal Bar Association
Orange County Bar Association
California Trial Lawyers Association
Admitted to California state courts and all California federal district courts, and 9th Circuit Court of Appeal.

ARTICLES AND PUBLICATIONS

Various legal writings/legal updates on police liability, police pursuits, Pitchess motions, and civil liability for municipalities.

Currently working on class materials and preparation for course on Pitchess motions, subpoenas and public records requests.

TEACHING AND LECTURING

Miscellaneous teaching/lecturing for police departments in areas of police civil liability, police department policies, vehicle pursuits and liability, gang photographing, sexual harassment and workplace violence.

Teaching on civil liability for municipalities, Pitchess motions and officer personnel files.

PERSONAL

Married; two children; resident of Huntington Beach since 1986; Former Commissioner of Orange Empire Conference (OEC) Pop Warner Football and Cheer (retired December 2010); President, Huntington Beach Townhome Homeowner's Association.

Diana L. Field
Ferguson, Praet & Sherman
A Professional Corporation
1631 East 18th Street
Santa Ana, California 92705-7101
(714) 953-5300 telephone
(714) 953-1143 facsimile
dfield@law4cops.com

LEGAL EMPLOYMENT:

ATTORNEY 2/91 to present
Ferguson, Praet & Sherman
1631 East 18th Street
Santa Ana, California 92701

Litigation experience in all aspects of representing law enforcement agencies. Experienced trial attorney in state and federal court. Trial experience includes excessive force, federal rights causes of action, state tort claims and sexual harassment. Experience also includes labor and employment litigation and writ practice as it pertains to public entities.

ATTORNEY 11/87 to 2/91
Burke, Williams & Sorensen (Summer Clerk 5/86 to 8/86)
Los Angeles, California 90017

Concentration in all aspects of public and private sector labor litigation.

Primary area of practice included all litigation specializing in labor and employment law, government tort and insurance defense. Responsibilities included individual case load, pleadings, administrative hearings, depositions, law and motion, arbitrations and conferences, trials and Supreme Court and Appellate brief writing. Public sector litigation experience is emphasized on police and fire departments including review of departmental and personnel policies, discrimination claims, discipline and grievance proceedings, privacy issues and wrongful termination claims.

LAW CLERK
O,Reilly, McIntosh, Jackson, Dowling & Stevens 9/86 to 5/87
Sacramento, California 95864

Employed as in-house counsel for Industrial Indemnity. Responsibilities included management of over 30 subrogation cases, preparation of pleadings, and legal memorandums.

LAW CLERK
Files, McMurchie, Foley, Brandenburger & Weill 6/85 to 5/86
Sacramento, California 95814

Responsibilities include preparation of pleadings, review of medical records, writing legal opinions and letters, drafting deposition questions and interrogatories, trial preparation, and review and summarization of client files.

OTHER EMPLOYMENT:

INSTRUCTOR/ADMINISTRATOR 3/83 to 8/83
Santa Barbara Business College
Bakersfield, California 93301

Responsibilities included instruction in business writing and communication skills, job placement for graduates, counseling students, marketing and public relations.

CONSULTANT
NEW MARKETS DEVELOPMENT 10/80 to 12/82
Group W Cable, Inc.

Managed community needs studies and coordinated public relations. Directed the writing and editing of proposals to public entities for cable television franchises, prepared analysis of proposals, and developed promotional material. Hired, trained and supervised over 20 employees.

ADMINISTRATIVE ASSISTANT INTERN-
OFFICE OF JOHN FERRARO 6/70 to 9/79
Los Angeles, California 90012

Responsibilities included research and recommendations regarding City and staff proposals and community relations.

INTERN 7/78 to 1/79
Assembly Republican Caucus
Sacramento, California 95814

Provided legislators with information and analysis of State proposals and bills. Provided constituents with information and legislation.

PROFESSIONAL ACTIVITIES:

Former State Chair of the Police Legal Committee for the California Peace Officer Association. As State Chair, responsibilities include providing advice and direction for six committee sections statewide which encompasses legislative updates and lobbying, case law updates, department policy revision, review and revision of state policies pertaining to law enforcement from various agencies including the Governor's Office and the Commission of Peace Officers Standards and Training. Committee responsibilities also include developing and teaching workshops and lecturing in topics pertaining to law enforcement and authorship of law enforcement manuals including the Internal Affairs and Skelly CPOA publications. Participant as a subject matter expert in POST telecourses. Participant in Trial Attorney Project which provided an intensive introduction into criminal law and an opportunity to handle criminal prosecutions for the Los Angeles City Attorney.

PROFESSIONAL AFFILIATIONS:

California Peace Officers Association-State Chair, Police Legal Advisors' Committee; 1994 to 2004; Southern Section Chair, 1993-1994;

American Bar Association; Admitted to all state and federal courts, district courts, and the Ninth District Circuit Courts of Appeal

EDUCATION:

McGeorge School of Law
University of the Pacific, Sacramento, California
Juris Doctor, 1987

University of Southern California
Los Angeles, California, Master of Public Administration, 1981
Dean's List

University of Southern California
Los Angeles, California, Bachelor of Arts, Political Science 1979
Dean's List

ARTICLES & PUBLICATIONS:

- Megan's Law--What Cities Need to Know (1997)

- "Legal Briefs" Column, CPOA Bi-Monthly Newsletter, 1994 to present
- CPOA Internal Affairs Manual (1996)
- CPOA Skelly Due Process and Discipline Manual (1996)
- POST Pursuit Guidelines (1995)
- Training and Advisory Bulletins on U.S. Supreme Court Traffic Stops Decisions
- Legislative Analysis SB, 546--Amendments to AB 301
- Enforcement of Proposition 215
- Grand Jury Access to Peace Officer Personnel Records
- Public Disclosure/Access to Law Enforcement Gang File Information
- Gang Abatement Injunction Based on Nuisance Law
- The Work Place Violence Safety Act (C.C.P. § 527.8)

TEACHING/ LECTURING:

- Megan's Law--League of California Cities Conference (1997)
- Creation and Use of Peace Officer Personnel Records--County Counsel Association of California (1997 Spring Conference)
- Technological Advances in Law Enforcement and Liability Issues (CPOA 1997 Annual Conference)
- Honesty, Integrity and Credibility in Law Enforcement (CPOA 1996 Conference)

- POST Telecourse--Legal Actions Involving Peace Officers (1995)
- Hot Legal Issues in Law Enforcement (CPOA 1995 Annual Conference)
- Sexual Harassment and Discrimination (CPOA 1994 Conference)
- Southern California Internal Affairs Investigator's Association--Frequent Speaker
- Inland Empire Internal Affairs Association--Speaker on Sexual Harassment (1994)

Anthony M. Snodgrass
FERGUSON, PRAET & SHERMAN
1631 East 18th Street
Santa Ana, CA 92705
(714) 953-5300
Email: asnodgrass@law4cops.com

Education:

Juris Doctor, May 2001
Western State University College of Law, Fullerton, CA
American Jurisprudence Awards
Contracts
Torts
Property
Criminal Law
Evidence
Civil Procedure
Witkin Award
Advocacy and Trial Practice
Law Review

Master of Public Administration, June 1992
California State University, San Bernardino

Master of Arts (Education & Psychology), June 1988
California State University, San Bernardino

Bachelor of Science, Police Science and Administration, August 1973
California State University, Los Angeles

Employment History:

Attorney (8/2010 - Present)
Ferguson, Praet & Sherman, Santa Ana, CA
-Police Defense Litigation Attorney - advise law enforcement clients throughout California; representation during administrative proceedings

Attorney (4/2009 - 8/2010)
Law Offices of Kenneth W. Hannegan, Tustin, CA

-Workers Compensation Attorney - Public Safety workers compensation attorney practice for injured law enforcement and fire service workers.

Attorney (6/2006 - 4/2009)

Gregory & Rhea, LLP, Palm Springs, CA

-Attorney practicing administrative law, business law, civil litigation.

Attorney (8/2001 - 6/2006)

Lackie & Dammeier, LLP, Upland, CA

-Police Defense Litigation Attorney - represented officers from 75 agencies throughout California for critical incidents (officer-involved shootings, in-custody deaths) and defense of civil actions and administrative proceedings against law enforcement personnel.

Lieutenant (retired) - Riverside County Sheriff's Department

-Retired after 30 years in law enforcement working various assignments, bureaus, and stations throughout Riverside County.

Memberships / Affiliations:

-State Bar of California - Admitted December 2001
-State Bar of Nevada - Admitted November 2002
-Federal District Courts:
Central District of California
Southern District of California
Eastern District of California
District of Nevada
-9th Circuit Court of Appeals
-Peace Officers Research Association of California
Past Board of Directors Member-at-Large
-Riverside Sheriff's Association
Past President
-Riverside County Law Enforcement Management Unit
Past President
-Fraternal Order of Police
-Retired Peace Officers Association of California
-Latino Peace Officers Association

ALLEN CHRISTIANSEN
1631 E. 18th Street, Santa Ana, CA 92705 achristiansen@law4cops.com

PROFESSIONAL EXPERIENCE

Associate, Law Offices of Ferguson, Praet & Sherman, Santa Ana, CA 2012 – Present

Advise and represent law enforcement and municipalities in wrongful death, excessive force and other law enforcement and municipal matters in both federal and state courts including drafting demurrers/motions to dismiss, negotiation of settlements, law and motion, motions for summary judgment and legal research.

Key Achievements:

- Negotiated settlements and secured dismissals in excessive force matters.
- Prepared and secured summary judgment of multi-million dollar wrongful death action.
- Research and draft summary judgment, demurrers and Rule 12 motions.
- Conduct civil discovery, depositions, and motions to compel.
- Make law and motion appearances including OSCs, MSCs, TSCs, and others.
- Current cases include multi-million dollar excessive force cases and appeals.

Associate, Law Offices of Evan L. Ginsburg, Fullerton, CA 2009 – 2012

Advise and represent clients in family law and Chapter 7 consumer bankruptcy matters, negotiate settlements, research legal issues and draft civil complaints, defense and defense oppositions, discovery and motions.

Key Achievements:

- Negotiated settlements in long term marriage and wrongful death actions.
- Handled Chapter 7 consumer bankruptcies, including adversary proceedings and appeals.
- Researched and drafted civil complaints for personal injury, corporate dissolution wrongful termination, as well as the drafting of various procedural motions.
- Conducted civil discovery, depositions, and motions to compel.
- Made court appearances for motions, OSCs, MSCs, TSCs, and others.
- Bench trials include unlawful detainers, breach of contract, and bankruptcy adversary proceeding.
- Cases included representation of multiple-plaintiffs over undisclosed Mello-Roos fees, defendant and plaintiff in adversary proceedings, petition for conservatorship, will contest, plaintiff personal injury actions, dissolution actions, and others.

PROFESSIONAL LICENSES

State Bar of California	June 2, 2009
State Bar of Hawaii	June 16, 2010
Federal District Court for the Central District of California	June 5, 2009

Federal District Court for the District of Hawaii	July 2, 2010
Court of Appeals for the Ninth Circuit	June 12, 2009
Accredited Attorney for Department of Veterans Affairs	September 8, 2010
Broker, California Department of Real Estate	May 19, 2011

EDUCATION AND TRAINING

Whittier Law School, Costa Mesa, CA	Juris Doctor (2008)
Intellectual Property Fellow	

GARY CRAIG SMITH
FERGUSON PRAET AND SHERMAN, P.C.
1631 E. 18th Street
Santa Ana, CA 92705
(714) 953-5300

BAR ADMISSION

December 1, 2009.

EDUCATION

WHITTIER LAW SCHOOL, Costa Mesa, CA
Juris Doctor, *cum laude*, May, 2009
Class Rank: Top 15%, 22/157
CALI Award: Criminal Procedure
Outstanding Grades:

Criminal Procedure 96	Professional Skills II 95	UCC 91,
Professional Responsibility 91	Contracts I 89,	Con Law I 86
Con Law II 88	International Human Rights 88	Remedies 87

Law Review Member
Research Assistant, Professor Tom Kelch, 2008-2009
Student Bar Association, 3L Representative, 2008-2009

CALIFORNIA STATE UNIVERSITY, Long Beach
Bachelor of Science, Business Administration, May 2006
President's Honor Roll
CSULB Radio Talk Show Host

WORK EXPERIENCE

FERGUSON PRAET AND SHERMAN, P.C.
Attorney at Law January-2015-Present

- Trial counsel/litigator on 42 U.S.C. 1983 excessive force and civil rights violations, POBRA-Government Code § 3300 violations and writ of mandamus claims; Dangerous Condition cases and general representation of municipalities in defense of various civil lawsuits; Manage all aspects of the litigation from the pleading stage through discovery, motions for summary judgment, trial and appeal.

LAW OFFICE OF G. CRAIG SMITH, P.C. **Orange County, CA**
Attorney at Law December 2012-2015

- Civil, Family and Criminal Defense trial counsel/litigator: Manage all operations of the office including management of human resources, client consultations and retention, litigation of cases as well as transactional legal services.

LAW OFFICES OF JAMES C. BECHLER, APC. **Orange County, CA**

Attorney at Law December 2009-December 2012

- Lead trial counsel on Civil, Family and Criminal Defense matters: Supervise paralegals; Manage all aspects of the litigation from the pleading stage through discovery, motions for summary judgment, trial and appeal; Manage office operations, Calendar relevant filing deadlines, Conduct evidentiary hearings Perform transactional legal services.

CASE IBRAHIM & CLAUSS, LLP. **IRVINE, CA**

Law Clerk July 2007-August 2009

- Draft pleadings, motions and discovery as well as extensive research in practice areas including corporate securities and fraud litigation, construction claims and defect litigation, tort/warranty/UCC and sales remedies litigation, intellectual property-business litigation, and residential real estate litigation.

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM:
8. Ferguson, Preat & Sherman

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10	100	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	10	150	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	10	100	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	10	50	
			TOTAL		

GENERAL NOTES:
Ferguson Preat Sherman

NAME: Alex Diaz TITLE: Chief DATE: 11/09/15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: FERGUSON, PRAET & SHERMAN				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	9	90	EXTENSIVE HISTORY OF PROVIDING QUALITY LEGAL SERVICES RELATED TO PITCHESS MOTIONS & USE OF FORCE ISSUES. WORKS WITH PERMA
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	10	150	ONE OF THE BEST KNOWN FIRMS FOR HANDLING USE OF FORCE AND PITCHESS MOTIONS.
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	9	90	DEMONSTRATED KNOWLEDGE AND ABILITY TO PROVIDE QUALITY LEGAL SERVICE AS REQUESTED
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	10	50	PERMA USED AS REFERENCE. EXTENSIVE LIST OF CITIES REPRESENTED FOR LIKE SERVICES.
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: LT. DATE: 11-4-15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 8. Ferguson, Preat & Sherman				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	10		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	2		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	3		
			TOTAL		

GENERAL NOTES:

LIBERAL? NOT TRUE STATEMENT

NAME: [illegible] TITLE: SERGEANT DATE: [illegible]

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Proposal to Provide

Legal Representation for *Pitchess* Motions and Legal Advice Pertaining to "Use of Force"

Presented to:

The City of Banning Police Department

October 26, 2015

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Indian Wells | Irvine | Los Angeles | Ontario | Riverside | Sacramento | San Diego | Walnut Creek | Washington, D.C.

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I. COVER LETTER

October 26, 2015

By Overnight Delivery

Lieutenant Phil Holder
City of Banning
Office of City Clerk
99 E. Ramsey Street
Banning, CA 92220

Re: Request for Proposals to Provide Legal Representation for *Pitchess* Motions Hearings and Legal Advice on Incidents Involving "Use of Force"

Dear Lieutenant Phil Holder:

On behalf of Best Best & Krieger LLP, I am pleased to enclose our statement of qnalifications to provide legal representation for *Pitchess* Motion Hearings and legal advice on incidents involving "Use of Force." Best Best & Krieger's proposed legal services team is comprised of three members with years of experience with these issues.

Dana Vessey will be the day-to-day contact for the City of Banning's Police Department should BB&K be awarded a legal service contract. Ms. Vessey received *Pitchess* motion training from the California Peace Officers Association and has defended nearly 40 *Pitchess* motions in San Bernardino, Los Angeles and Kern County Superior Courts. Ms. Vessey has defended motions pertaining to felony, misdemeanor and juvenile matters. Working closely with the records custodians of defending agencies, Ms. Vessey ensures not only zealous advocacy, but also the utmost professionalism in safeguarding the private and confidential information in peace officer personnel files. Ms. Vessey has also successfully defended use of force litigation in both state and federal courts.

Tamara Bogosian (Pitchess/Use of Force Experience): Ptior to joining Best Best & Krieger LLP, as a Supervising Deputy City Attorney for the Fresno City Attorney's Office, Ms. Bogosian represented the Fresno Police Department on various legal matters involving municipal and police liability. Specifically, Ms. Bogosian was a member of the Officer Involved Shooting Critical Response Team and acted as a legal advisor to the Fresno Police Department. In that capacity, Ms. Bogosian reviewed use of force reports, responded to critical incidents including Officer Involved Shootings and SWAT calls, reviewed search warrants and arrest warrants, defended peace officers in use of force and civil rights cases in federal and state conrt including 42 U.S.C. 1983 actions, civil rights violations, violations alleged under the Unruh Act and state tort causes of actions including assault, battery, intentional infliction of emotional distress, unlawful search and seizure, defamation and other related tort actions. Ms. Bogosian also defended numerous Pitchess motions filed against the Fresno Police Department, drafting motions and attending court hearings on Pitchess motions. Since joining Best Best & Krieger LLP, Ms. Bogosian has responded to numerous use of force incidents and officer-involved shootings for the Ontario Police Department, providing legal advice and guidance at the scene and at post-incident interviews.

Gary Schons (Pitchess/Use of Force Experience): Prior to joining Best Best & Krieger LLP, Mr. Schons served 35 years in the Criminal Division of the Attorney General's Office, 20 years as head of the Criminal Division in San Diego, and as a Deputy District Attorney in the San Diego County District Attorney's Office. In this role, he supervised and handled many Officer Involved Shootings and Use of Force cases in the Attorney General's office. This included the Riverside Police Department Taishsa Miller shooting in 1998 and the 2002 prosecution of a Riverside DAI for an on-duty shooting in Indio. In addition, Mr. Schons briefed and argued the lead CSC Pitchess decision, *City of Los Angeles v. Superior Court (Brandon)* (2002) 29 Cal.4th 1. He brings to this team the ability to forecast how Officer Involved Shootings and Use of Force cases will be prosecuted; therefore, he can help to prepare a strong defense. This team from BB&K is well rounded and is prepared to support the Banning Police Department.

Thank you for the opportunity to submit this statement of qualifications. We would be honored to be selected as the firm to provide legal services to the City of Banning's Police Department. I am a partner of the firm and I am authorized to bind BB&K to the terms of this proposal.

Sincerely,

Jeffrey S. Ballinger, Partner
Municipal Practice Group Leader
Best Best & Krieger LLP

II. BRIEF COMPANY PROFILE

Founded in 1891, Best Best & Krieger LLP (BB&K) is a full-service law firm with over 170 attorneys, many of whom are leaders in the area of municipal law. In addition to having practice groups covering every area of concern to municipal entities, BB&K has eight offices throughout California and one in Washington D.C. The location relevant to this proposal is as follows:

BB&K Headquarters:

3390 University Avenue, 5th Floor
Riverside, California 92501

BB&K can provide the full scope of services requested in the RFQ. BB&K has provided responsive and effective legal services to public safety agencies for decades. The firm provides impartial third party investigations and opinions in sensitive or politically-charged situations, aggressive litigation defense, and insightful policy and training guidance. The firm's Public Safety services include the following:

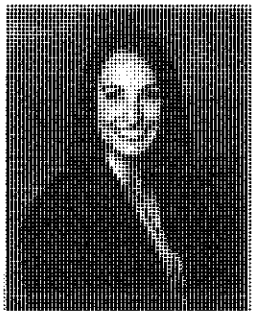
- *Pitchess* motion representation
- Public integrity and ethics
- Internal Affairs reviews
- Critical incident/administrative investigation support
- Federal and state defense litigation for alleged constitutional violations (excessive force, illegal search, vehicle pursuits, K-9 deployments, etc.)
- Regionalization and consolidation of public safety operations
- Public safety communications systems and interoperability
- Policy and training support for safer emergency vehicle operation
- Substandard property and receivership (quality of life for communities)
- Policy and training assistance/development
- School site safety consultations and defense litigation
- Intergovernmental relations and grant assistance (Washington, DC office)
- Employment, discipline and labor contract negotiations

III. ORGANIZATION AND STAFFING

PROPOSED STAFF

BB&K is confident that our staff will effectively and efficiently meet the legal needs of the City of Banning Police Department. The proposed staff is addressed briefly below:

A. Dana M. Vessey – Appearance Counsel



Associate, Municipal Law Practice Group
University of Southern California, J.D. (2011)
University of California at Los Angeles

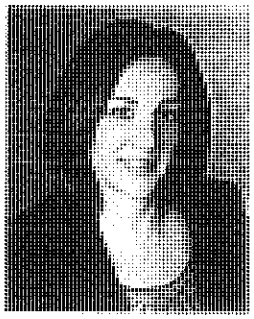
Dana M. Vessey is an associate in BB&K's Ontario office. She will be the day-to-day contact for the City of Banning's Police Department should BB&K be awarded a legal service contract.

Ms. Vessey represents public agencies in litigation in state and federal courts. Her growing litigation practice includes criminal and civil municipal code enforcement and public entity defense, particularly in the area of police liability and public safety. Ms. Vessey is lead appearance counsel on *Pitchess* motions for the cities of Ontario, Shafter and Azusa and currently serves as City Prosecutor for the cities of Fontana and Arcadia. Ms. Vessey is also lead trial counsel for Welfare and Institutions Code Section 8102 gun confiscation matters and regularly provides advice on a variety of related issues to her law enforcement clients.

Ms. Vessey received *Pitchess* motion training from the California Peace Officers Association and has defended nearly 40 *Pitchess* motions in San Bernardino, Los Angeles and Kern County Snperior Courts. Ms. Vessey has defended motions pertaining to felony, misdemeanor and juvenile matters. Working closely with the records custodians of defending agencies, Ms. Vessey ensures not only zealous advocacy, but also professional interaction during *in camera* hearings with judicial officers.

Ms. Vessey has also successfully defended use of force litigation in both state and federal courts. Most recently, Ms. Vessey and Tamara Bogosian, another member of the proposed legal services team, obtained an outright dismissal, with prejudice, of a use of force matter in the Orange County Superior Court long before the expense of trial preparation became necessary.

B. Tamara Bogosian – Special Counsel



Of Counsel, Municipal Law Practice Group
Western State University College of Law, J.D. (1998)
University of California, Irvine

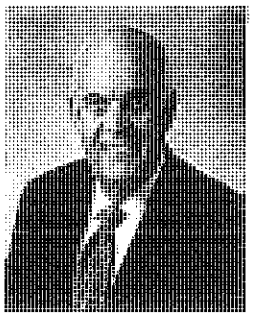
Tamara Bogosian represents public agencies in litigation involving the Public Records Act, civil rights, police liability, *Pitchess* motions, code enforcement, and other law enforcement related constitutional claiMs. She has been practicing public law in city attorneys' and district attorneys' offices in California for 14 years. She is an of counsel attorney in the Municipal Law practice group of Best Best & Krieger LLP's Irvine office.

Ms. Bogosian began her career as a Deputy District Attorney with the Ventura County District Attorney's Office in 1999. While with the District Attorney's Office, she conducted numerous misdemeanor and felony arraignments, preliminary hearings, probation hearings, and jury trials. During her tenure as a prosecutor, she was assigned to the domestic violence and drug courts, and worked as a grant attorney in the sexual assault unit.

In 2005, Ms. Bogosian joined the Fresno County District Attorney's Office, where she was responsible for prosecuting youthful offenders suspected of committing driving under the influence offenses (including vehicnlar manslaughter cases) through a grant provided by the California Department of Transportation's Office of Traffic Safety.

In 2006, she joined the Fresno City Attorney's Office where she was assigned to the civil litigation unit. At the City Attorney's Office, she represented the city and its employees in both federal and state courts involving such issues as the Public Records Act, civil rights, police liability, *Pitchess* motions, code enforcement, dangerous condition of public property, and other law enforcement related constitutional claiMs. Ms. Bogosian served as a member of the civil liability/critical incident response team, where she responded to officer involved shootings and other critical incidents involving peace officers. In 2013, she was promoted to Supervising Deputy City Attorney in the litigation unit and worked directly with the mayor, city council, city manager and their staff on various high level legal matters.

C. Gary W. Schons – Special Counsel



Of Counsel, Public Policy & Ethics Compliance Group
University of San Diego School of Law, J.D. (1976)
University of San Diego

As head of Best Best & Krieger's Public Policy and Ethics Compliance practice, Gary W. Schons counsels public agencies, officials and private businesses who wish to promote pnblic confidence in their decision-making processes by assuring that official conduct is above reproach. The group's goals are to provide comprehensive and strategic compliance solutions to public agencies and corporations attempting to align with public scrutiny, standards and regulations; to advise and represent clients on public integrity issues involving political practices; and to inform clients of relevant federal, state and local legislation, including the Political Reform Act and the Public Records Act.

Prior to joining the firm, Gary served as a deputy district attorney and senior advisor for Law & Policy in the San Diego County District Attorney's Office. In this role, he advised the District Attorney and her executive staff on legal, public integrity, legislative and policy issues and provided legal assistance to all 300 deputy district attorneys in the office.

From 2010-2014, Gary served as trial counsel for the Commission on Judicial Performance. He was responsible for conducting all formal proceedings initiated by the Commission seeking to, and resulting in, the discipline of judges and other judicial officers in California.

From 1976-2011, Gary was a member of the Criminal Division of the California Attorney General's Office in San Diego. During his career there, he served as a deputy attorney general in the Appeals, Writs & Trial Section, in the Special Prosecutions Unit and as head of the Asset Forfeiture and Money Lanndering Unit, which he established. Gary was cross-designated as a special assistant United States Attorney in the Central and Southern Districts of California. In 1991, the Attorney General promoted Gary to senior assistant attorney general and head of the Criminal Division in San Diego. In that role, he supervised 75 deputy attorneys general who handled felony appeals and habeas corpus and trial matters, including numerous public integrity-related prosecutions. The office handled some 1,500 cases annually and was responsible for more than 200 death penalty appeals.

Gary is an active member of the California District Attorneys Association, lecturing and authoring articles for the association. He is also active in the San Diego County Bar Association, where he has served on the Judicial Elections Evaluation Committee. Gary is a long time member of the University of San Diego School of Law Board of Visitors and past president of the Law Alumni Association.

IV. RELEVANT SERVICE AND REFERENCE

City of Ontario Police Department

- Dana Vessey currently serves as lead appearance counsel for the City of Ontario Police Department in its *Pitchess* motions in San Bernardino County Superior Court. Ms. Vessey is involved in all aspects of the *Pitchess* motion process. She prepares the records custodian for all hearings, and drafts thorough written oppositions that typically aid in obviating the need for *in camera* hearings with the judge. In addition, Ms. Vessey presents oral argument at the hearing, assists with all *in camera* hearings, should they become necessary. Should any information be ordered released by a court, Ms. Vessey diligently obtains detailed protective orders to restrict the use of the information and swiftly confers with and advises the Department regarding the probability of success on appeal.

City of Shafter Police Department

- Dana Vessey also currently serves as lead appearance counsel for the City of Shafter Police Department in its *Pitchess* motions in Kern County Superior Court, integrating the same dependable strategy described above.

City of Fresno Police Department

- Prior to joining Best Best & Krieger LLP, as a Supervising Deputy City Attorney for the Fresno City Attorney's Office, Ms. Bogosian represented the Fresno Police Department on various legal matters involving municipal and police liability. Specifically, Ms. Bogosian was a member of the Officer Involved Shooting Critical Response Team and acted as a legal advisor to the Fresno Police Department. In that capacity, Ms. Bogosian reviewed use of force reports, responded to critical incidents including Officer Involved Shootings and SWAT calls, reviewed search warrants and arrest warrants, defended peace officers in use of force and civil rights cases in federal and state court including 42 U.S.C. 1983 actions, civil rights violations, violations alleged under the Unruh Act and state tort causes of actions including assault, battery, intentional infliction of emotional distress, unlawful search and seizure, defamation and other related tort actions. Ms. Bogosian also defended numerous *Pitchess* motions filed against the Fresno Police Department, drafting motions and attending court hearings on *Pitchess* motions.

  Since joining Best Best & Krieger, Ms. Bogosian and Ms. Vessey represented a Placentia police officer in a state action involving use of force and tort claiMs. (*Batistic v. City of Placentia, et al.* Orange County Superior Court Case No. 30-2013-00686223.) The action was voluntarily dismissed with prejudice by the Plaintiff after Best Best & Krieger filed a Motion for Summary Judgment, with no liability assessed against the officer or the City.

City of Ontario Police Department

- Since joining Best Best & Krieger LLP, Ms. Bogosian has responded to numerous Use of Force incidents and officer-involved shootings for the Ontario Police Department, providing legal advice and guidance at the scene and at post-incident interviews. Ms. Bogosian has prepared confidential legal memoranda summarizing and assessing liability after use of force incidents.

Experience as Prosecutor

- **Gary Schons (Pitchess/Use of Force Experience)**: Prior to joining Best Best & Krieger LLP, Mr. Schons was a Deputy District Attorney in the San Diego County District Attorney's Office. In this capacity he argued dozens of Pitchess Motions as a prosecutor in the trial and appellate courts.
- Mr. Schons was a prosecutor in the Riverside District Attorney Investigator on-duty shooting incident that took place in Indio on Feb. 1, 2002. The investigator was Daniel Ritter. He was convicted by the AG's Office of the involuntary manslaughter of Jesse Pena Herrera in July, 2003 and was sentenced to state prison for 7 years.
- Mr. Schons was on the Riverside Police Department Taishsa Miller shooting and prosecuted a Riverside DAI for an on-duty shooting in Indio. In addition, Mr. Schons briefed and argued the lead CSC Pitchess decision, *City of Los Angeles v. Superior Court (Brandon)* (2002) 29 Cal.4th 1.
- He was also on *People v. Mooc (2001) 26 Cal.4th 1216.*

V. PROPOSED FEE SCHEDULE

BB&K has a longstanding commitment to the efficient and cost-effective delivery of legal services. We believe that the depth and quality of our expertise and personnel experience is second to none. We are able, therefore, to address complex legal issues with creativity and speed at a fair and reasonable cost. We have provided our proposed rates in a separate sealed envelope for your review and consideration.

VI. REFERENCES

Please do not hesitate to contact any of the references listed below for a more in-depth discussion of our ability to provide legal services to the City of Banning Police Department.

Jerry Dyer, Fresno Police Chief (Reference for Tamara Bogosian)
Fresno Police Department
2323 Mariposa Street
Fresno, California 93721
(559) 621-7000

Brad Kaylor, Ontario Police Chief (Reference for Dana Vessey & Tamara Bogosian)
Ontario Police Department
2500 S Archibald Ave
Ontario, California 91761
(909) 395-2001

Greg Richardson, Shafter Police Chief (Reference for Dana Vessey & Tamara Bogosian)
Shafter Police Department
201 Central Valley Highway
Shafter, California 93263
(661) 746-8500

VII. PROPOSED AMENDED LANGUAGE

Please see the proposed amended language to the insurance contract:

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City: Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(a) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by ~~or any persons retained~~ by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(b) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(c) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(d) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements. [There is none mentioned in the Special Requirements section at this time. –Vince Tanciongco]

(e) Subcontractors. Consultant ~~shall include all subcontractors as insureds under its policies or~~ shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

~~All of the above policies of insurance~~ The General Liability policy shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. ~~The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.~~ All of said policies of insurance shall provide that said insurance may not be ~~amended or~~ cancelled by the insurer or any party hereto without providing thirty (30) days prior

written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, as soon as practicable ~~prior to the cancellation date~~, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. ~~City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.~~

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
~~[to be initialed]~~
~~Agent's Initials~~

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; ~~or automobiles owned, leased, hired or borrowed by Consultant.~~ The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which

Consultant is legally liable ("indemnors"), ~~or arising from Consultant's reckless or willful misconduct~~, or arising from Consultant's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent ~~or wrongful~~ act, error or omission, ~~or reckless or willful misconduct~~ of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

VIII. CONCLUSION

BB&K is pleased to present this proposal to the City of Banning Police Department. Our firm offers the depth and breadth of experience to provide the entire scope of legal services the City of Banning Police Department may need. The proposed team can handle any issue and workload, and provide the access and responsiveness you need and deserve.

Thank you for considering our qualifications. We look forward to the opportunity to discuss our proposal with you in more detail and, if selected, we would be honored to work with you in the years ahead. If you require additional information about our team, services or experience, please contact me at (909) 466-4914 or by e-mail at dana.vessey@bbklaw.com.

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 9. Best Best & Krieger				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	9	90	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	8	120	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	8	80	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	8	40	
			TOTAL		

GENERAL NOTES:
Good Reputation

NAME: Andy Diaz TITLE: Chief DATE: 11/08/15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM: BEST BEST & KRIEGER

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	8	80	QUALIFIED ATTORNEYS WITH EXTENSIVE RECORD OF PUBLIC AGENCY LEGAL REPRESENTATION
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	QUALITY ATTORNEYS IN "USE OF FORCE" REPRESENTATION 3 AGENCIES PITCHESS MOTION REPRESENTATION
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	7	70	DEMONSTRATED KNOWLEDGE OF LEGAL SERVICES REQUESTED
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6	30	3 REFERENCES FOR LEGAL SERVICES
			TOTAL		

GENERAL NOTES:

NAME: PHIL HOLDER TITLE: LT. DATE: 11-4-15

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CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 9. Best Best & Krieger				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	15		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	9		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	5		
			TOTAL		

GENERAL NOTES:

NAME: [signature] TITLE: Sergeant DATE: 11-18-15

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WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Dennis E. Wagner*
Tristan G. Pelayes†
Marty E. Zemming
Risa S. Christensen
Amanda J. Parker

* Also admitted In Nevada, Texas
† Also admitted In Washington, D.C.

OCT 26 2015
City Clerk's Office

October 26, 2015

Office of the City Clerk
Banning City Hall
99 E. Ramsey Street
Banning, CA 92220

Re: *Proposal in Response to The City of Banning Police Department RFP*

Attention: City Clerk

It is our pleasure to submit this proposal in response to the City of Banning's Police Department RFP for Legal Representation for Pitchess Motions & Legal Advice pertaining to situations involving "Use of Force". Our firm's experience as outlined in our proposal meets the City of Banning's requirements for the representation of it law enforcement.

The persons who are authorized to negotiate with the City of Banning on behalf of Wagner & Pelayes, LLP are as follows:

Dennis E. Wagner, Managing Partner and Tristan G. Pelayes, Partner
1325 Spruce Street, Suite 200
Riverside, California 92507

The law firm agrees to provide all requirements as set forth in the proposal. The attached proposal complies with all requirements of the RFP. Should there be a need for further information, please do not hesitate to contact me.

Very truly yours,

DENNIS E. WAGNER
DEW:ct

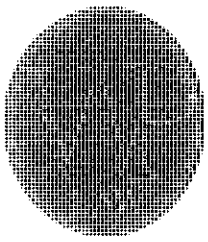
CERTIFICATION

The undersigned hereby certifies under penalty of perjury that he is an agent authorized to submit proposals on behalf of the Wagner & Pelayes, LLP.

Dated this 26th day of October, 2015 in Riverside, California 92507.

DENNIS E. WAGNER, Esq.

OCT 26 2015 mac
City Clerk's Office



WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Main Contact:
Dennis E. Wagner, Partner
Wagner & Pelayes, LLP
1325 Spruce Street, Suite 200
Riverside, California 92507
Office: (951) 686-4800
Fax: (951) 686-4801
dew@wagner-pelayes.com
www.wagner-pelayes.com

WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

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Sample of Law Enforcement Cases – Attachment "A"

WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Company Profile

Since 2004, the law firm of Wagner & Pelayes, LLP, has defended public entities in many types of cases including general torts; however the firm's specialty is civil rights and police defense. Our firm prides itself in providing excellent results and advice. Our attorneys have extensive trial experience trying cases in State and Federal Courts in San Bernardino, Riverside, Orange and Los Angeles Counties.

Our firm has been dedicated in providing comprehensive legal services representing the County of San Bernardino Sheriff's Department, the County of Orange Sheriff's Department, the City of San Bernardino Police Department, the City of Beaumont Police Department and the City of Hemet Police Department, and many other public entities and special districts.

We are extremely well-equipped to represent the interests of individual law enforcement officers, supervisory officials, and their employing public entities. We understand the importance of cutting off harassing litigation at the earliest possible time. We take all necessary steps to avoid open-ended discovery into documents, which should be protected based on legitimate privacy and law enforcement concerns. Including fighting unnecessary requests for entire officer personnel files.

We distinguish ourselves from other law firms by recommending and providing ongoing civil liability training for all the law enforcement departments we work with. Our experienced staff has conducted training for Sheriff Departments, Probation, City Police Departments and municipality staff.

Both partners have been members of shooting review boards and have reviewed sheriff and police department policies and procedures for use of force. They have been called upon to handle high profile pre-litigation cases before a claim has been filed. These high profile cases include officer involved shootings, officer pursuits and other sensitive pre-litigation cases. Officers are interviewed and prepared for criminal trial. Defenses are formulated defenses prior to any claim or lawsuit being filed and when necessary, settlement has been ascertained before unnecessary litigation.

The firm supports diversity and is 50 percent minority owned. The firm has been certified by the State of California as a Small Business.

Organization and Staffing

WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Dennis E. Wagner, Managing Partner

Mr. Wagner has been practicing law since 1981 and has extensive experience in a wide range of legal areas. Dennis specializes in civil rights and police defense cases. He has represented public entities in several areas of law since 1987. He has litigated approximately 40 cases to verdict. He will be assigned to manage and oversee all law enforcement work for the City of Banning along with partner Tristan G. Pelayes. Mr. Wagner will be the day to day contact for the City of Banning.

Prior to forming the firm of Wagner & Pelayes, LLP in 2004, he was a Deputy County Counsel for the County of San Bernardino for 10 years. He has represented many County departments, department heads and their employees during that time. His experience includes labor and employment law, Civil Rights and police defense litigation as well as preparing and reviewing ordinances and resolutions. He also represented the Superior Court for the County of San Bernardino and members of the Judicial Bench. In 2006 he served as Interim County Counsel for the County of San Bernardino Office of County Counsel. As County Counsel he directed advice to the Board of Supervisors and to all Elected Officials and Department Heads for the County of San Bernardino.

He has tried many cases and has regularly appeared before the State Appellate Courts, Ninth Circuit Court of Appeals and the California Supreme Court. He is a member of (ABOTA) American Board of Trial Advocates and a past President of the local chapter of the Federal Bar Association. He has served on the Ninth Circuit's screening panel for bankruptcy judges. He is AV rated by Martindale Hubbell. He has defended many municipalities and has an accomplished record of verdicts in their favor.

DENNIS E. WAGNER, ESQ.

EXPERIENCE

Partner- Wagner & Pelayes, LLP
(September 2004 to present)
Responsible for handling the defense of public entities and employees, business litigation and trial work.

Interim County Counsel, County of San Bernardino County Counsel's Office
(May 3, 2006 to November 2006)
Responsible for overseeing a staff of attorneys and support staff. As County Counsel directed advice to the Board of Supervisors and to all Elected Officials and Department Heads for the County of San Bernardino.

Deputy County Counsel for San Bernardino County Counsel
(June 1994 to August 2004)
Responsible for defending the County of San Bernardino, Sheriff's Department, Probation, Board of Supervisors, Department Heads, Special Districts and their employees, Judges and Court Administration and the Board of Supervisors in state and federal courts, including writs and appeals before the California Courts of Appeal, United States Ninth District Court of Appeal and California Supreme Court.

Attorney, Roberts & Morgan
(September 1987 to June 1994)
Responsible for defense of governmental entities and insurance civil cases in Riverside and San Bernardino counties through trial and appeal.

Attorney, Keefer, O'Reilly & Haight
(August 1982 to September 1987)
Responsible for defending various clients in civil litigation, plaintiff cases, advising a wide variety of business and corporate clients and federal criminal cases as a member of the Federal Defense Panel in Las Vegas, Nevada.

ADDITIONAL EXPERIENCE

Instructor- Periodic instructor at the San Bernardino Sheriff's Academy on civil liability issues for deputy sheriffs and supervisors. 1997- Present.

Lecturer- Presenter at State Sheriff's Association (2001) on Sexual Harassment and discrimination issues of employment.

Seminar training for Probation Department management and employees regarding civil liability issues on use of force.

Seminar training for Social Workers regarding civil liability issues.

Seminar-Guest Lecturer - Lecturer at seminars to attorneys involving issues unique to governmental tort defense and liability issues, GIEMLA, Federal Bar Association and Riverside County Bar Association; seminar on e-discovery issues for trial attorneys in June 2004 for Federal Bar- Inland Chapter.

Arbitrator- Arbitration Panel for the Superior Court of the State of California, County of San Bernardino. 1990 - Present.

Mediator – Attorney Settlement Officer for the Federal Central District Court

Speaker – California School Board Association Education Conference – How to avoid "Serial Meeting" Brown Act Violations and Cutting Attorney Fees in Tough Economic Times

Panel Member – Ninth Circuit Court of Appeals panel for Bankruptcy Judges

EDUCATION

1972-1977 Western Michigan University
Kalamazoo, MI BA- Criminal
Justice

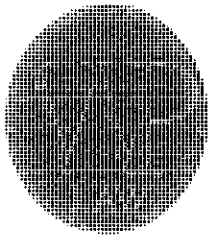
1978-1981 California Western School of Law
San Diego, CA
Juris Doctorate

BAR MEMBERSHIPS

1981 - California State Bar
1983 - Nevada State Bar
1985 - Texas State Bar
1981 - United States District Court, Southern District of California
1982 - Ninth Circuit Court of Appeal
1983 - United States District Court, State of Nevada
1987 - United States District Court, Northern District of California
1987 - United States District Court, Central District of California
2010 - Fifth Circuit Court of Appeal
2011 - United States Supreme Court
2011 - Seventh Circuit Court of Appeal

BAR ASSOCIATIONS AND AFFILIATIONS

1982 - 1987 Clark County Bar Association, Nevada
1987 - 1994 Riverside County Bar Association
1993 - 1995 Leo A. Deegan Inns of Court, Barrister Level
1994 - Present San Bernardino Bar Association
1998 - Present Inland Empire Federal Bar Association
2002 - Present American Board of Trial Advocates (ABOTA)(advocate)
2002 - Present Board of Directors, Inland Empire Chapter, Federal Bar Association
2009 - California Council of School Attorneys
2009 - California School Boards Association



WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Tristan G. Pelayes, Partner

Mr. Pelayes has been practicing law since 2000. Tristan specializes in civil rights and police defense cases. Along with his partner, Mr. Pelayes will be assigned to all law enforcement work for the City of Banning and will also be able to available to the City of Banning in the event Mr. Wagner is not available.

Prior to forming Wagner & Pelayes LLP in 2004, he was a Deputy County Counsel for the County of San Bernardino. Due to his extensive law enforcement background, Tristan was assigned to the county's litigation unit, representing the County of San Bernardino's Sheriff's Department in all aspects of civil litigation including the defense of use of force, wrongful arrest, wrongful prosecution allegations, officer-involved shootings, and other types of alleged police misconduct.

Tristan has extensive jury trial experience representing municipalities and officers in both state and the federal courts. He has litigated approximately 25 cases to verdict.

Before becoming an attorney, Tristan was a deputy sheriff for the County of San Bernardino for over fourteen years. His assignments included corrections, patrol, narcotics, SWAT, homicide and the department's civil liabilities division advising the department on all litigation related issues and conducting investigations to help panel attorneys prepare cases for litigation. He was also an investigator for the San Bernardino County District Attorney's Office.

In 2001, the Inland Empire Latino Lawyers Association named Tristan the Latino Lawyer of the Year. He was also the recipient of the Wiley Manuel Award from the California State Bar for his pro bono work within the Inland Empire on two occasions.

Mr. Pelayes also maintains a Law Enforcement & Training link on Linkedin.com, with over 400 members worldwide.

WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

TRISTAN G. PELAYES, ESQ.

EXPERIENCE

Partner- Wagner & Pelayes, LLP
(September 2004 to present)
Responsible for handling the defense of public entities and employees.

Deputy County Counsel for San Bernardino County
(July 2000 to August 2004)
Responsible for defending the County of San Bernardino, Board of Supervisors, Department Heads and individual departments, such as the District Attorney's Office, Probation and Sheriff's Department.

Attorney, Kinkle Rodiger and Spriggs
(January 2000 to July 2000)
Responsible for defense of governmental entities and insurance civil cases.

Deputy Sheriff, County of San Bernardino
(July 1988 to January 2000 Regular / January 2000 to present Reserve) Assignments as a regular sworn deputy sheriff included corrections, patrol, narcotics/SWAT, homicide and civil liabilities divisions.

EDUCATION

1999	California Southern Law School Riverside, CA Juris Doctor
1998	California Southern Law School Riverside, CA Bachelors of Science in Laws
1995	Crafton Hills College Yucaipa, CA. Associate of Science Pre Law

BAR MEMBERSHIPS AND AFFFILIATIONS

2000 - California State Bar
2000 - United States District Court, Central District of California
2003 - Ninth Circuit Court of Appeal
Inland Empire Federal Bar Association
Inland Empire Latino Lawyers Association
2009 - California Council of School Attorneys
2009 - California School Boards Association
2010 - Fifth Circuit Court of Appeal
2011 - District of Columbia
2011 - United States Supreme Court
2011 - Seventh Circuit Court of Appeal

LANGUAGES

Fluent in Spanish

COMMUNITY ACTIVITIES

Former Council Member and Mayor for the City of Adelanto from December 2000 to August 2003

MILITARY

United States Army 1984 to 1987

TRAINING

Partners Dennis Wagner and Tristan Pelayes conduct training in the fundamentals of civil liability and sexual harassment to municipalities and their departments.

- **Municipalities and Departments Trained**
  - County of San Bernardino - Probation
  - County of San Bernardino - Sheriff's Department
  - County of San Bernardino - Sheriff's Academy
  - County of San Bernardino – Department of Social Services
  - City of Palm Springs - Probation
  - City of San Luis Obispo – Probation
  - County of Riverside - Sheriff
  - County of Riverside – Probation
  - County of Santa Barbara - Probation

- **Other Training**
  - GIEMLA (Greater Inland Empire Municipal Law Association)
    - Issues for Government Attorneys
    - Attorney/Client Privilege for Government Lawyers
    - Anti-Slapp Motion and Issues
    - Government Claims Act Issues
    - The Grand Jury and what you need to know
  - Inland Empire Federal Bar Association
    - Civil Rights Litigation
    - Qualified Immunity
    - Attorneys Fees in Federal Court
    - Latest Technology in Federal Courts
  - RCBA (Riverside County Bar Association)
    - Practice before the Appellate Court

WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Risa S. Christensen, Senior Associate

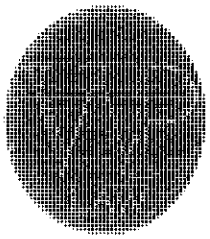
Ms. Christensen was admitted to the State Bar of California in December 2003. Since joining Wagner & Pelayes in 2005, her practice has focused on civil litigation with a specialization in civil rights and police defense. Risa is well versed in law and motion practice before federal and state courts. She has worked on cases involving the defense of officers for the City of San Bernardino, City of Beaumont, City of Hemet, the County of Orange and deputies from the County of San Bernardino. She has experience in attending Pitchess motions as well as objecting and writing motions to protect officer personnel records. She has been extremely successful in writing motions that limit liability and/or dismiss the public entity and officers entirely.

Prior to joining Wagner & Pelayes, she worked as a Staff Attorney for the California Department of Social Services, where she represented the Department in enforcement actions and administrative hearings to protect clients in day care facilities, foster care, group homes, and other community care facilities.

Risa has extensive experience in mental health services. From 1977 to 1997, she worked as a licensed Psychiatric Technician at several facilities, assisting troubled and disabled children and persons with developmental disabilities, as well as developing and implementing multiple behavior and social programs.

Ms. Christensen is currently a member of the Riverside County Bar Association, San Bernardino County Bar Association and Federal Bar Association – Inland Empire Chapter. She is admitted to practice before the United States District Court, Central District of California and all California state courts.

Ms. Christensen will be assigned to work on City of Banning cases.



WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Cindy Thebeau, Paralegal/Trial Coordinator

Ms. Thebeau has been employed in the legal field for more than 20 years and has been a certified paralegal since 1990. She has worked as a civil litigation paralegal for 15 years with a specialty in Public Entity Defense, Police Liability Defense and Civil Rights law. She is familiar with state and federal trial procedure and has prepared over 50 cases for trial.

Ms. Thebeau organizes all client documents including indexing and the preparation of summaries of all documents and discovery.

Ms. Thebeau leads the firm's technical trial division which implements the use of presentation software TrialDirector to organize exhibits and depositions in order to enhance case presentations to juries. She manages every aspect of the digital trial presentation including synchronization of all videos to deposition transcripts and the scanning and identification of exhibits and their preparation for trial. Ms. Thebeau handles all technical communications with the court in order to facilitate the courtroom technical setup. She is present during trial and handles all technical setup and issues onsite.

Ms. Thebeau will be assigned to the City of Banning cases and can be contacted for any information needed for City of Banning cases.

Kim Connelly, Legal Assistant

Ms. Connelly will be assigned to all City of Banning cases. She maintains the calendars and tasking of all incoming pleadings and discovery. She coordinates all subpoenas, depositions, mediations and trial dates. She will work closely with partner Dennis E. Wagner in providing excellent customer service to the City of Banning and can be contacted for any information regarding City of Banning cases.

Relevant Services

Wagner & Pelayes, LLP has handled hundreds of law enforcement cases defending the use of force by officers (please see sample law enforcement cases in Attachment "A"). Almost in every use of force case defended, the plaintiff requests information from a police officer's confidential employment file. In state cases the plaintiff will file a Pitchess motion. The need for this motion usually arises when the plaintiff alleges police misconduct. The type of information generally sought includes personnel records which show prejudicial acts, falsifying evidence and/or testimony, and the use of force while on the job. Our firm has been extremely successful in limiting and/or prohibiting this confidential information from being obtained in State court and protecting and limiting this information with protective orders in the Federal courts.

WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Proposed Fees & Costs

Attorneys (partner)----------$190.00/hour

Associates----------$180.00/hour

Law Clerks----------$100.00/hour

Paralegals----------$ 90.00/hour

Investigator Services----------$ 90.00/hour

Wagner & Pelayes, LLP will incur various costs and expenses in performing legal services. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, overnight postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

In-office photocopying	$0.15/page
In-office color photocopying	$0.25/page
Facsimile charges	$1.00/page
Mileage	$0.57/mile (IRS)
Postage (extraordinary)	

Wagner & Pelayes, LLP utilizes PCLaw as their billing and accounting software.
At the end of each month, Wagner & Pelayes, will send the City of Banning statements for fees and costs incurred. Invoices generated will include a breakdown of each City of Banning case or assignment, professional assigned, hours billed per day and costs associated for that particular month.

Each statement will be payable within **30** days of its mailing date.

REFERENCES*

County of San Bernardino

Location: San Bernardino
Types: Police Defense, Civil Rights, Employment
Dates: From 2004 to the present

- John McMahon, Sheriff, County of San Bernardino, (909) 884-0156
- Josie Gonzales, Fifth District Supervisor, (909) 387-4565
- Jean Rene Basle, County Counsel – (909) 387-5451
- Teresa McGowan, Principal Assistant County Counsel (909) 387-5281
- Brett Williams, San Bernardino Sheriff Civil Liabilities (909) 387-0616
- Kenneth Hernandez, Deputy Director of Risk Management 909-386-8621

County of Orange

Wagner & Pelayes, LLP has represented the County of Orange since 2012.

- Gary Stopforth, Assistant Claims Manager (714) 285-5516

City of San Bernardino

Wagner & Pelayes, LLP has represented the San Bernardino Police department since 2011.

- Joleen Grider, Sr. Assistant City Attorney (909) 384-5355

***For recent and similar services please see sample law enforcement cases Attachment "A".**

Case Management & Technology

The Wagner & Pelayes, LLP, City of Banning team will work very closely with the City of Banning Police Department. Our firm has invested in cutting edge technology which permits us to quickly respond to clients and to permit document sharing. This technology also permits our attorneys to have real time communications from diverse locations thus decreasing response time to client inquiries and concerns. Our attorneys maintain extensive personal contact with our clients and are committed to providing the highest standards of customer service.

We assess risk at the outset of an engagement and provide a strategy to minimize financial impact. If warranted we can approach identified issues with a goal of settling early in the process or we can resolve the issue through other avenues, including alternative dispute resolution tactics if needed.

Every legal issue is different, and requires a thoughtful consideration of your goals, budget and desired outcome. Complex litigation requires strategic planning and strategic management and continual evaluation.

All City of Banning work will be handled by partners Dennis E. Wagner and Tristan G. Pelayes. Senior Associate Risa S. Christenson will be assigned to all law & motion and discovery. Paralegal, Cindy Thebeau will coordinate work with the attorneys and the City of Banning Police Department and Kim Connelly will be the assigned Legal Assistant.

The firm utilizes Microsoft Word for all correspondence and pleadings. We also use iPads during all phases of litigation including deposition transcript review, jury selection and PowerPoint Opening Statements. The firm's technology includes the ability to Skype meetings into our main conference room.

The firm's partners are available at all times as their office email is forwarded directly to their cell phones.

Our goal is to work with court reporting firms and document support services that give us the ability to view and download directly from their site. In this way, attorneys and paralegals can view and download records directly without the need to print multiple copies.

Our firm seeks a technical advantage in order to save our clients time and money.

Affirmative Action

The firm supports diversity and is 50 percent minority owned. We are an Equal Opportunity Employer and we comply fully with all government regulations regarding nondiscriminatory employment practices.

Licenses, Permits & Certifications

All attorneys at Wagner & Pelayes are licensed to practice law in the State of California and all are in good standing with the State Bar. There have been no malpractice lawsuits filed against any attorney in our firm and there has been no discipline actions conducted by the California State Bar against our attorneys or firm.

Wagner & Pelayes maintain all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations.

Sample Law Enforcement Cases 2011-2015
Attachment "A"

Sample Law Enforcement Cases 2015

Case Name	Davis v. County of San Bernardino
Case Number	EDCV 14-1923 RGK (SPx)
Court	US District Court Central District
Type of Case	False Arrest
Case Description	Plaintiff alleged he was falsely arrested after being pulled over and not cooperating with the officer.
Trial Attorney	Tristan G. Pelayes
Results	Plaintiff dismissed defendant officer and County from suit for waiver of costs & fees.
Date Resolved	September - 2015
Case Name	Pre-Litigation Case – John Doe
Type of Case	False Arrest
Case Description	Claimant alleges that deputies falsely arrested him. Claimant had committed domestic violence against his wife and then was involved in a knife fight at a bar. Officers called to home by minor son. Officers interviewed by Wagner & Pelayes and prepared for possible litigation.
Trial Attorney	Tristan G. Pelayes
Results	No case filed.
Date resolved	June 2015
Case Name	Pre-Litigation Case – John Doe
Type of Case	Highly publicized excessive force case caught on camera by news team and broadcasted nationwide.
Case Description	Excessive Force
Trial Attorney	Tristan G. Pelayes
Results	Settled outside of court on behalf of public entity by Tristan G. Pelayes.
Date resolved	April 2015
Case Name	Geary v. County of Orange
Case Number	SACV09-01386 JVS (ANx)
Court	US Central District Court
Type of Case	Denial of Medical Care at Jail
Case Description	Plaintiff alleging denial of medical care during time in jail.

Trial Attorney	Dennis E. Wagner
Results	Motion for Summary Judgment Granted. Case dismissed on all claims including County of Orange and jail doctor.
Date resolved	1/7/2015

Sample Law Enforcement Cases - 2014

Case Name	Martinez v. County of San Bernardino
Case Number	CIVDS 917155
Court	State
Type of Case	Unlawful Employment Practices
Case Description	Plaintiff claims he is discriminated against for being Hispanic male (amongst other allegations)
Trial Attorney	Tristan G. Pelayes
Results	Motion for Summary Judgment granted
Appeal Filed	Plaintiff filed Appeal - Appeal upheld
Date Resolved	3/3/14
Case Name	Penigar v. County of San Bernardino
Case Number	CV 11-06805 JFW(SPx)
Court	US District Court Central District
Type of Case	42 U.S.C. 1983 – Excessive Force
Case Description	Mentally Handicapped plaintiff arrested
Trial Attorney	Dennis E. Wagner
Results	Motion for Summary Judgment granted – plaintiff appealed – 9th Circuit Appeal upheld
Date resolved	4/8/14
Case Name	The Hartford v. County of Orange
Case Number	30-2014-00698912-CL-IC-CJC
Court	Orange County Superior Court
Type of Case	Personal Injury
Case Description	Insured alleges Orange County Sheriff Deputy ran red light and struck her vehicle causing damages and injury.
Trial Attorney	Marty E. Zemming on behalf of the County of Orange and Deputy Sheriff
Results	Case dismissed by correspondence and copy of officer's patrol car video.
Date resolved	3/26/2014
Case Name	Zwick v. County of Orange
Case Number	SACV 13-00535 JLS (RNBx)

Court	US District Court Central District
Type of Case	Civil Rights
Case Description	Plaintiffs alleged that deputies confiscated and destroyed or threw away personal belongings, books, legal notes, mail from attorneys, diaries, and photos of family members. Plaintiffs allege violation of their First Amendment right to receive mail; their Fourth Amendment right to limited privacy; their Fifth Amendment right for Just Compensation for the unlawful confiscation of property; and Fourteenth Amendment right of due process prohibiting officials from confiscating their property.
Trial Attorney	Marty E. Zemming
Results	Dismissal by stipulation for waiver of attorney fees & costs
Date resolved	2/20/2014
Case Name	Martinez v. County of Orange
Case Number	CV 14-00141 DOC (JPRx)
Court	US Central District Court
Type of Case	Violation of 42 U.S.C. §§ 1331, 1343, 1983
Case Description	Salvadorian refugee claiming excessive force was used at the County jail while pregnant then miscarried on plane on the way back to Salvador.
Trial Attorney	Dennis E. Wagner
Results	County dismissed after extensive discovery with US government regarding arrest and transportation by ICE.
Date resolved	November – 2014
Case Name	Oyas v. County of Orange
Case Number	30-2013-00688793-CU-PO-CJC
Court	Orange County Superior Court
Type of Case	Denial of medical care at jail.
Case Description	Plaintiff alleges was not treated for fractured finger while in jail.

Trial Attorney	Dennis E. Wagner
Results	Demurrer granted – case dismissed
Date resolved	November - 2014
Case Name	Uddeen v. County of Orange
Case Number	30-2014-00720946 CL-PO-CJC
Court	Orange County Superior Court
Type of Case	Dangerous Condition at Jail
Case Description	Plaintiff injured while playing basketball in jail.
Trial Attorney	Dennis E. Wagner
Results	Demurrer granted – case dismissed
Date resolved	October 2014.
Case Name	Shalabi v. County of San Bernardino
Case Number	CIVDS 1314694
Court	San Bernardino Superior Court
Type of Case	Violation of 4th & 14th Amendment
Case Description	Allegation relative was shot and killed by Fontana Police Department.
Trial Attorney	Dennis E. Wagner
Results	Demurrer – Case dismissed – Court found County has no control over Fontana Police Department.
Date resolved	December - 2014
Case Name	Minyard v. City of Beaumont
Case Number	ED CV 13-00110 DSF (RZ)
Court	US Central District Court
Type of Case	False arrest, excessive force violation of 1st Amendment and due process.
Case Description	Plaintiff arrested with felony warrant.
Trial Attorney	Tristan G. Pelayes
Results	Motion for Summary Judgment Granted
Date resolved	June - 2014
Case Name	Rivera v. City of Beaumont
Case Number	RIC 1403171
Court	Riverside Superior Court
Type of Case	False imprisonment, negligence, intentional infliction of emotional distress, battery and negligence
Case Description	Plaintiff arrested for violating probation.
Trial Attorney	Dennis E. Wagner
Results	Plaintiff agreed to dismiss City and all officers and signed stipulation Dismissed – failure to prosecute

Date resolved	November - 2014

Sample Law Enforcement Cases 2013

Case Name	Jimenez v. County of San Bernardino
Case Number	EDCV12-02020 VAP (DTBx)
Court	US District Court Central District
Type of Case	Civil rights, battery, false imprisonment, negligence, intentional infliction of emotional distress, negligent infliction of emotional distress, and civil conspiracy.
Case Description	Plaintiff re-filed same litigation as in State Court.
Trial Attorney	Dennis E. Wagner
Results	Judge dismissed case at trial after Plaintiff presented case in chief -- Judgment for Directed Verdict
Date resolved	10/2013
Case Name	Long v. County of San Bernardino
Case Number	EDCV 12-1606 R(SPx)
Court	US District Court Central District
Type of Case	Lack of probable cause, Excessive force, Cavity searches conducted without authorization, Unreasonable search & seizure, False Imprisonment, Lack of training re: strip searches, Policy of failing to investigate or respond to citizen complaints regarding the constitutional violations of its officers.
Case Description	Plaintiffs arrested after undercover operation of drug bust
Trial Attorney	Tristan G. Pelayes
Results	Dismissed - plaintiff's motion to remand to State court converted to a motion to voluntarily dismiss all plaintiffs' federal claims.
Date resolved	8/2013
Case Name	Estate of Jonathan White v. CoSB
Case Number	CIVDS 1210779
Court	State
Type of Case	Wrongful Death
Case Description	Taser death
Trial Attorney	Tristan G. Pelayes
Results	Dismissal negotiated
Date resolved	2/2013

Case Name	DeContreras v. County of San Bernardino
Case Number	11-01425 VAP (DTB)
Court	US District Court Central District
Type of Case	42 U.S.C. Section 1983, 4th , 8th , & 14th amendments– Section 504 of the Rehabilitation Act – Violation of the Americans with Disability Act –
Case Description	Arrest of deaf plaintiff, failure to provide deaf translator at West Valley Detention Center
Trial Attorney	Dennis E. Wagner
Results	Settlement - nuisance value
Date resolved	3/2013
Case Name	Garcia v. County of San Bernardino
Case Number	CIVDS1206593
Court	State
Type of Case	42 U.S.C. 1983 – Excessive Force
Case Description	Plaintiff's husband died during arrest
Trial Attorney	Tristan G. Pelayes
Results	Case dismissed after plaintiff failed to file amended complaint after demurrer
Date resolved	3/2013
Case Name	Jacks v. County of San Bernardino
Case Number	EDCV11-1316 GHK (RNB)
Court	US District Court Central District
Type of Case	4th Amendment Violation
Case Description	Inappropriate search of inmates body
Trial Attorney	Tristan G. Pelayes
Results	Motion for Summary Judgment Granted
Date resolved	6/2013
Case Name	Marquez v. County of Orange
Case Number	30-2012 00593867
Court	County of Orange Superior Court
Type of Case	False Arrest, Excessive Force
Case Description	Plaintiff alleges excessive force used during arrest.
Trial Attorney	Tristan G. Pelayes.
Results	Plaintiff dismissed case on the record at trial.
Date resolved	December 2013.

Case Name	Dumarier v. County of ORange
Case Number	SACV12-01305 SJO(JCG
Court	US Central District Court
Type of Case	42 U.S.C. § 1983 claims alleging violations of his First, Fourth, Fourteenth, and Eighth Amendment
Case Description	Plaintiff unable to identify any defendants.
Trial Attorney	Dennis E. Wagner
Results	Through mediation with Magistrate Judge case referred to trial Judge for dismissal. Case was dismissed.
Date resolved	June - 2013

Sample Law Enforcement Cases 2012

Case Name	Jimenez v. County of San Bernardino
Case Number	CIVDS1200416
Court	State
Type of Case	Civil rights, battery, false imprisonment, invasion of privacy, negligence, intentional infliction of emotional distress, negligent infliction of emotional distress, and civil conspiracy.
Case Description	Plaintiff arrested during search warrant execution of home
Trial Attorney	Tristan G. Pelayes
Results	Motion for Judgment on the Pleadings granted on first day of trial
Date resolved	10/2012
Case Name	Montalvo v. County of San Bernardino
Case Number	11-03914-GW (SPx)
Court	US District Court Central District
Type of Case	42 U.S.C. 1983 – excessive force – denial of medical care
Case Description	Plaintiff claims beaten while in handcuffs
Trial Attorney	Dennis E. Wagner
Results	Settlement – Nuisance value
Date resolved	8/2012
Case Name	York v. County of San Bernardino
Case Number	CIVVS 1006075
Court	State
Type of Case	42 U.S.C. 1983

Case Description	Plaintiff arrested during drug bust car chase
Trial Attorney	Tristan G. Pelayes
Results	Defense Verdict
Date resolved	9/2012
Case Name	Torres-Ceballos v. County of San Bernardino
Case Number	CIVVS 1002677
Court	State
Type of Case	Wrongful Death/Officer Shooting
Case Description	Fatal Shooting of driver of stolen vehicle
Trial Attorney	Dennis E. Wagner
Results	Motion for Summary Judgment Granted
Date resolved	9/2012
Case Name	Kirkland v. County of San Bernardino
Case Number	CIVVS 1101749
Court	State
Type of Case	Negligence
Case Description	Deputy hit the plaintiff's vehicle in an intersection traveling 90 mph with no emergency lights or sirens on while responding to emergency call
Trial Attorney	Dennis E. Wagner
Results	Settlement
Date resolved	6/2012
Case Name	Miranda v. County of San Bernardino
Case Number	EDCV 11-903 VAP(OPx)
Court	US District Court Central District
Type of Case	Unreasonable search and seizure, due process – excessive force and denial of medical care under 42 U.S.C. section 1983, municipal liability for unconstitutional custom, practice, or policy, battery, negligence, intentional infliction of emotional distress, violation of the Bane Act under California Civil Code section 52.1; and violation of Government Code section 845.6
Case Description	Use of force on pretrial detainee plaintiff,
Trial Attorney	Tristan G. Pelayes
Results	Settlement
Date resolved	2/2012

Case Name	Ebrahim v. County of San Bernardino
Case Number	EDCV 11-01030 VAP(SPx)
Court	US District Court Central District
Type of Case	False Arrest - Battery
Case Description	Vehicle Stop – plaintiff jumped out of vehicle and refused to follow commands
Trial Attorney	Tristan G. Pelayes
Results	Settled for Nuisance Value
Date resolved	3/2012
Case Name	Kinser v. County of San Bernardino
Case Number	EDCV 11-718 RGK(PJW)
Court	US District Court Central District
Type of Case	Cruel & Unusual Punishment
Case Description	Complaints re: housing & food
Trial Attorney	Tristan G. Pelayes
Results	Dismissed – Failure to prosecute
Date resolved	1/2012
Case Name	Lee v. County of San Bernardino
Case Number	LACV 11-6817 JHN(OPx)
Court	US District Court Central District
Type of Case	42 U.S.C. 1983, the 4th and 14th Amendments, Negligency
Case Description	Claims arrested and dragged down stairs
Trial Attorney	Tristan G. Pelayes
Results	Dismissed with waiver of court fees & costs
Date resolved	1/2012

Case Name	Grotewold v. Derrick Willies
Case Number	EDCV 08-00873 RHW (Ex)
Court	US District Court Central District
Type of Case	Civil Rights
Case Description	Plaintiff filed a complaint alleging violation of civil rights for excessive force and false arrest. Plaintiff asked jury for $1.5 million.
Trial Attorney	Tristan G. Pelayes
Results	Defense Verdict all claims – costs approved against plaintiff
Date resolved	5/2011
Case Name	Cowley v. County of San Bernardino
Case Number	CIVSS 800102
Court	State Court
Type of Case	Tort Claim
Case Description	Plaintiff alleges wrongful arrest and home was entered without permission.
Trial Attorney	Tristan G. Pelayes
Results	Plaintiff dismissed with prejudice for waiver of fees and costs.
Date resolved	6/2011
Case Name	Villigan v. County of San Bernardino
Case Number	EDCV 08-0329 VAP (DTBx)
Court	US District Court Central District
Type of Case	Civil Rights
Case Description	Search warrants served by multiple law enforcement agencies on Vagos Motorcycle gang. Alleged multiple claims including 4th amendment right violations against family and children.
Trial Attorney	Dennis E. Wagner
Results	Settlement – Nuisance Value
Date resolved	10/2011
Case Name	Herrera v. County of San Bernardino
Case Number	CIVDS 918124
Court	State Court
Type of Case	Civil Rights
Case Description	Claim of excessive force during arrest
Trial Attorney	Tristan G. Pelayes
Results	Dismissed
Date resolved	8/2011

Case Name	Batchelder v. County of San Bernardino
Case Number	CIVVS 800145
Court	State Court
Type of Case	Excessive Force
Case Description	Minor injured during arrest (broken arm)
Trial Attorney	Tristan G. Pelayes
Results	Settled for Nuisance Value
Date resolved	10/2011
Case Name	Moreno v. County of San Bernardino
Case Number	EDCV 09-01103 VAP(JCx)
Court	US District Court Central District
Type of Case	False Arrest
Case Description	Arrested during domestic call
Trial Attorney	Dennis E. Wagner
Results	Settled for Nuisance Value
Date resolved	4/6/2011
Case Name	Sanchez v. County of San Bernardino
Case Number	SCVSS 133092
Court	State
Type of Case	Employment
Case Description	Employment
Trial Attorney	Dennis E. Wagner
Results	Mediated Settlement
Date resolved	11/2011
Case Name	Cardenas v. County of San Bernardino
Case Number	CV10 08691 JFW (OPx
Court	US District Court Central District
Type of Case	Civil Rights Violations - First, Fourth and Fourteenth Amendments and state law claims for false arrest, false imprisonment, negligence, intentional infliction of emotional distress, assault, battery and statutory violations pursuant to California Civil Code Sections 51.7 and 52.1.
Case Description	Plaintiff's home searched for felon and vehicle removed – plaintiff held for questioning
Trial Attorney	Dennis E. Wagner
Results	Settlement
Date resolved	4/2011

Case Name	Contreras v. County of San Bernardino
Case Number	EDCV 09-1262 DEW (OPx)
Court	US District Court Central District
Type of Case	42 U.S.C. 1983
Case Description	Warrantless Arrest
Trial Attorney	Tristan G. Pelayes
Results	Settlement
Date resolved	3/2011
Case Name	Cowley v. County of San Bernardino
Case Number	CIVSS 800102
Court	State
Type of Case	Wrongful Arrest
Case Description	Deputy's ex boyfriend arrested by Sheriff's department
Trial Attorney	Tristan G. Pelayes
Results	Dismissal - with waiver of court fees & costs
Date resolved	6/2011
11. Case Name	King v. County of San Bernardino
Case Number	EDCV 10-824 VAP (OPx)
Court	US District Court Central District
Type of Case	Class Action Civil Rights Violations Relating to Unlawful Arrest and Unlawful Search and Seizure, Unreasonable Force and Injunctive Relief.
Case Description	Plaintiff claimed forced to submit to a nonconsensual blood draw which was an unlawful search
Trial Attorney	Dennis E. Wagner
Results	Mediated Settlement
Date resolved	4/2011
Case Name	Espinoza v. County of San Bernardino
Case Number	EDCV07-00812VAP(OPx)
Court	US District Court Central District
Type of Case	Violations of 4th, 14th & 8th Amendments, failure to train, to supervise, policies, customs, and practices of the County violations of their substantive due process rights under the Fourteenth Amendment.
Case Description	Plaintiff that was incarcerated for the rape of his wife, not placed into protective custody after two beatings in

	the jail suffering brain injury.
Trial Attorney	Dennis E. Wagner
Results	Settlement
Date resolved	10/2011
Case Name	McCarter v. County of San Bernardino
Case Number	Ninth Circuit Case No. 09-55363 U.S. District Court No. CV 01-08352
Court	Ninth Circuit & Central District Court
Type of Case	Appeal from Motion for Summary Judgment – 42 U.S.C. 1983
Case Description	Alleges physical assault, cruel & unusual punishment, denied access to telephone; injured by classification in administrative segregation; denied adequate medical care; denied necessary personal articles due to his indigence; forced to live in unsanitary conditions; and wrongly shackled in waist chains during courtroom appearances.
Trial Attorney	Tristan G. Pelayes
Results	Motion for Summary Judgment upheld by the 9th Circuit
Date resolved	5/2011

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 10. Wagner & Pelayes				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	9	90	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	9	135	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	9	90	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	9	45	
			TOTAL		

GENERAL NOTES:

NAME: Chief Diaz TITLE: Chief DATE: 11/03/15

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CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM: WAGNER & PELAYES

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	6	60	SPECIALIZE IN DEFENDING POLICE IN USE OF FORCE ISSUES NO MENTION OF PITCHESS MOTION
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	6	90	EXTENSIVE EXPERIENCE IN "USE OF FORCE" ISSUES.
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	6	60	DEMONSTRATED KNOWLEDGE OF "USE OF FORCE" SERVICES.
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6	30	PERTAIN TO "USE OF FORCE" SERVICES ONLY
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: LT. DATE: 11-4-15

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CONSULTANT/FIRM PROPOSAL EVALUATION FORM

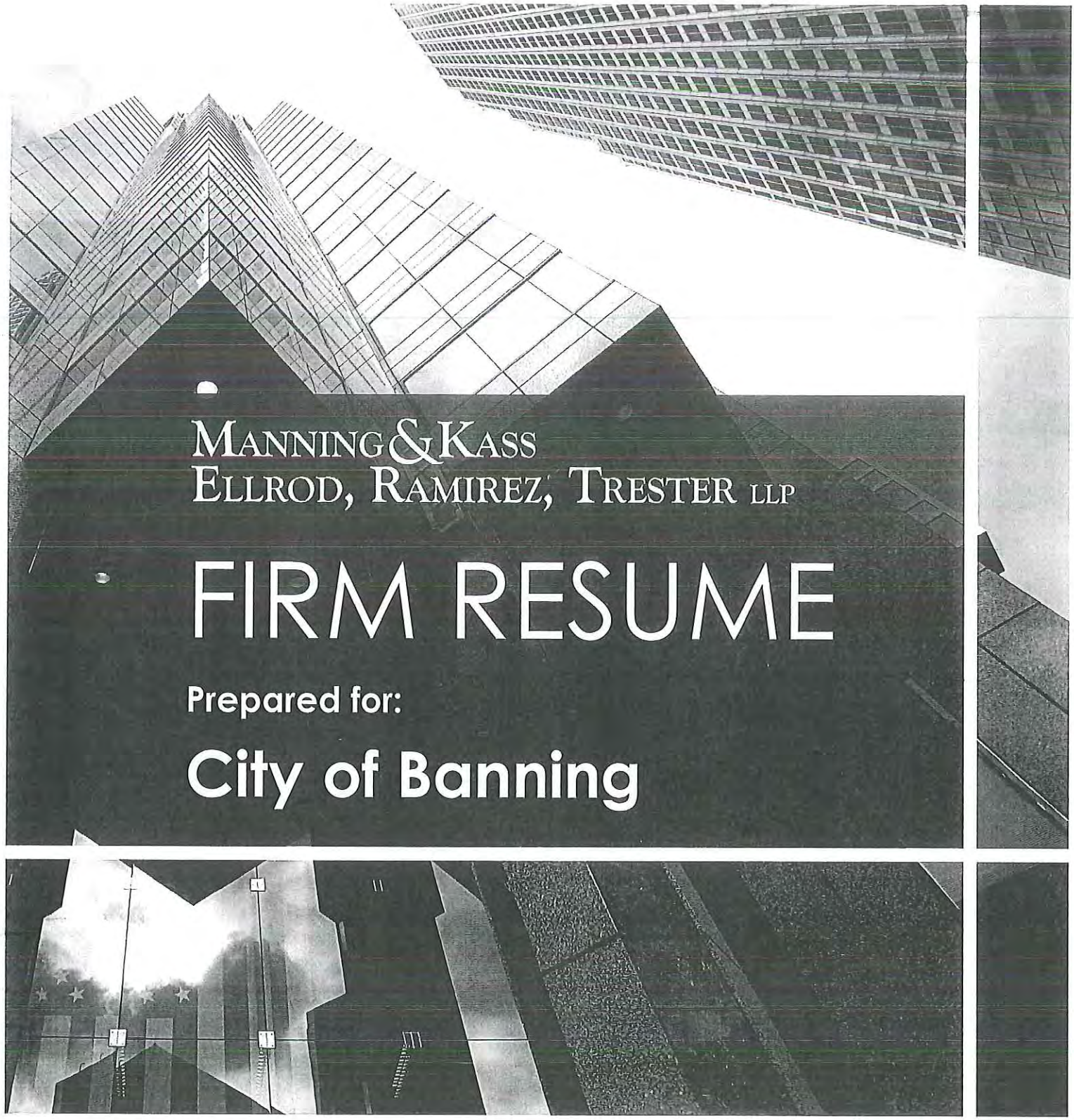
Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 10. Wagner & Pelayes				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	15		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	10		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	5		
			TOTAL		

GENERAL NOTES:

NAME: [signature] TITLE: SERGEANT DATE: 10-26-15

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MANNING & KASS
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FIRM RESUME

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RYAN GUIBOA
ALEXANDRA SEIBERT
LEARNED ESPINOSA

OF COUNSEL,
THOMAS R. WAGNER

* Admitted in Multiple Jurisdiction
† Admitted to Practice Law in Arizona only
‡ Admitted to Practice Law in Alabama

October 23, 2015

Eugene P. Ramirez, Esq.
Manning & Kass, Ellrod, Ramirez, Trester LLP
801 S. Figueroa, 15th Floor
Los Angeles, CA 90017

Phil Holder, Lieutenant
Banning Police Department
125 E. Ramsey St. / PO Box 1177
Banning, CA 92220

Re: **City of Banning Pitchess Motions/Use of Force**

The law firm of Manning & Kass, Ellrod, Ramirez, Trester LLP is pleased to provide you with the following response to City of Banning RFP/legal services for Pitchess Motions/"Use of Force." As lead attorney, we recommend Tony Sain, who literally "wrote the book" on Pitchess Hearings.

With our firm's reputation and experience in the police defense/ use of force areas, we believe we would be a very good fit to serve the City.

Please feel free to contact me via phone at (213) 624-6900 Ext. 2622, or email at epr@manningllp.com if you have any questions or concerns in this regard. I look forward to hearing from you.

Very truly yours,

Eugene P. Ramirez, Esq.

Contents

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I. About Us

Brief Company Profile

Every organization is a conglomeration of common "parts" combined in a way that makes them 100% unique. What makes us different at Manning & Kass is the pairing of yesterday's traditional values—respect for leadership, hard work and integrity—with today's cost-effective, collaborative and flexible case management.

Manning & Kass is not your ordinary law firm—Every case and every client counts. Founded in 1994, with only twelve attorneys, in twenty years the firm has grown to approximately 350 employees and more than 160 attorneys in six offices, including the major U.S. economic centers of New York and Los Angeles. We are known by our clients as competent, innovative attorneys who, even in victory, refuse to fall victim to complacency. Winning is never enough. We are continually engaged in a daily process of refinement, knowing that small, gradual improvements are stepping stones on the path to monumental achievement.

Manning & Kass pioneered the "team concept," which is key to the runaway success of our firm. Although our system is simple in design and practice, it yields sophisticated results. With our team approach, each client is assigned a lean, carefully chosen group of attorneys tailor-suited to match their needs. Clients are also assigned a team leader, who is conversant with all of their work with the firm. Our clients can efficiently and directly leverage their team's efforts and energies through a single individual.

An attorney's experiences, skills and personal style are just a few of the factors a leader considers when configuring the team. The right quality and quantity of legal talent are both important, as is the combination of skills and knowledge to understand everything our client needs. Our attorneys get to know our clients, work together to set quantifiable objectives, and create a road map to follow, with identifiable milestones.

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II. Experience

References

The primary contact for matters 1-3 would be listed as Mildred K. O'Linn, who leads the Electronic Control Weapons area of the Governmental Entity Liability Team. For additional references, please mention Eugene P. Ramirez, founding partner for the practice are. Both senior partners closely mentored Mr. Sain in his earlier years with the firm as an associate. Complete listing of matters handled for these clients would exceed 35 page limit. The firm does not disclose fees paid by other clients as a matter of client confidentiality.

1. In Re: Martinez-Vasquez
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2. In Re: Kephart
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3. In Re: Morgutia-Johnson
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Email: Francine.Kanne@ci.fresno.ca.us

4. Chief Frank Coe
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Email: fcoe@beaumontpd.org

5. Chief Sam Gonzalez
City of Azusa
Phone: (626) 812-3250
sgonzalez@ci.azusa.ca.us

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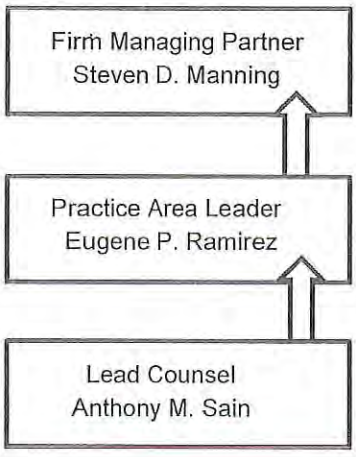
6. Chief Ed Medrano
City of Gardena Police Department
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Email: emedrano@gardenapd.org

7. Jonathan McCaverty, County Counsel
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Email: jmccaverty@counsel.lacounty.gov

8. Chief Eve Irvine
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Email: eirvine@citymb.info
Norm Hamill, Senior Counsel
Regents of the University of California
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Email: norman.hamill@ucop.edu

9. Bruce Reed Goodmiller, City Attorney
City of Richmond
Phone: (510) 620-6509
Email: Bruce_Goodmiller@ci.richmond.ca.us

The proposed lead counsel for City of Banning is Anthony ("Tony") M. Sain. Mr. Sain reports to Mr. Ramirez, who reports directly to Steven D. Manning, managing partner of the firm. Mr. Ramirez is a named and founding partner. Should additional or substitute counsel be necessary, Ms. Angela M. Powell is to be considered.



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II. Locations

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III. Practice Areas

- ADA Compliance Litigation
- Business Litigation
- Catastrophic Liability Defense
- Class Action / Mass Torts Defense
- Construction Defect
- Corporate / Commercial Transactions
- Employment Law
- Entertainment Law
- Fraternity and Sorority Defense
- Governmental Entity Liability
- Health Care Liability
- Immigration Law
- Insurance Coverage / Bad Faith
- Landlord / Tenant / Habitability
- Legal Malpractice
- Military and Veterans Law
- Premises Liability
- Product Liability
- Professional Liability
- Professional License Defense
- Professional Sports Law
- Real Estate Team
- Religious Institution Defense
- Retail, Restaurant, and Hospitality Litigation
- School Civil Liability
- Security Services and Security Guard Litigation
- Special Investigations Unit / Insurance Fraud Litigation
- Sports, Recreation, & Attractions Law
- Strategy, Writs, and Appeals
- Subrogation and Recovery
- Trucking and Transportation
- Trusts and Estates
- Workers' Compensation

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IV. Attorney Biographies and Rate Sheet
Please see proceeding pages for complete bios.

2015 Governmental Entity Rates (municipal, administrative):

Partner $250/hr.

Senior Counsel $235/hr.

Associate $225/hr.

Paralegals $125/hr.

Pitchess Motion Hearings Flat Rate:

$7,000.00/case based on discounted rate of $200/hr. (partner and senior counsel blended) and 35 hours on average number of billable hours, excluding mileage and other cost.

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TONY M. SAIN
Partner



Tony M. Sain is a partner in the firm's Los Angeles office, where he practices on the Governmental Entity Liability Team defending government agencies and officers in civil rights actions and employment cases, as well as other clients in general litigation, including the defense of products liability and other tort cases.

Mr. Sain received his BA in public policy/management and international affairs from Princeton University in 1993, and his JD from Loyola Law School, Los Angeles in 2007. While obtaining his law degree, Mr. Sain earned several distinctions, including being named Best Advocate for California in the National Moot Court Competition; serving as National Team Advocate for the Scott Moot Court Honors Board and being designated as an oral advocate finalist in the Scott Moot Court Competition; a finalist in the Byrne Trial Advocacy Competition; and an advocate of the Hobbs/Poehls Trial Advocacy Program. In addition, he served as a member of the Williams Civil Rights Litigation Program; as a judicial extern for the Honorable Magistrate Judge Andrew J. Wistrich, U.S. District Court, Central District of California; and as a research aide for the revision of a Civil Procedure text by William May and Allan Ides of Loyola Law School.

Prior to joining the firm, Mr. Sain was an associate attorney with two prominent firms located in Los Angeles, where he acquired significant trial and litigation experience in several areas, including environmental litigation, toxic tort, and products liability. He also worked as a prosecutorial extern with the Los Angeles County District Attorney's Office, where he successfully prosecuted dozens of cases through the preliminary hearing phase. Before starting his second career as a litigation attorney, Mr. Sain worked for more than a decade as an executive for a variety of mid-size corporations and non-profit organizations, such as the Young Men's Christian Association. As an executive, he specialized in organizational overhauls for troubled operations, consumer and trade marketing, community relations and organization, and media relations.

Mr. Sain is a member of the California State Bar; he is also admitted to the Bar of the U.S. District Court in the Central District, Eastern District, Northern District, and Southern District of California. Mr. Sain is also a member of the Los Angeles County Bar Association, Litigation section, and the Federal Bar Association. Mr. Sain is also a graduate of the American Board of Trial Advocates (ABOTA), Los Angeles Chapter's Trial School whose largest trial to date involved co-defending one of the biggest law enforcement agencies in the country in a seven week long employment discrimination action. He has also been named a 2013–2015 Super Lawyer Rising Star. When not devoting his to time to advocating for his clients, Mr. Sain enjoys horseback riding, weightlifting, amusement parks, and playing competitive beach volleyball with his friends and family.

Practice Areas

Governmental Entity Liability

Contact

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ANGELA M. POWELL
Senior Counsel



Angela M. Powell is a senior counsel in the Los Angeles office of Manning & Kass. As a member of the firm's Governmental Entity Liability Team, she represents and counsels government agencies and officers in civil rights and use of force actions as well as other clients in employment and general litigation.

Ms. Powell has more than 15 years of litigation experience. She began her career as a Los Angeles County deputy district attorney, where she prosecuted hundreds of violent crimes, including robbery, kidnapping and capital murder. Ms. Powell then transitioned to civil litigation. She has extensive trial and litigation experience in several areas, including civil rights, employment, and general litigation. She has conducted more than 50 jury trials as sole counsel.

Ms. Powell received her BA in political science from Pepperdine University and went on to receive her JD from Pepperdine University School of Law in 1997. While pursuing her law degree, Ms. Powell was a member of the Trial Advocacy Team where she competed in national and regional competitions, winning first place in the Frederick Douglass Moot Court Competition. She is a member of the California State Bar, and is also admitted to the Bar of the U.S. District Court in the Central District of California.

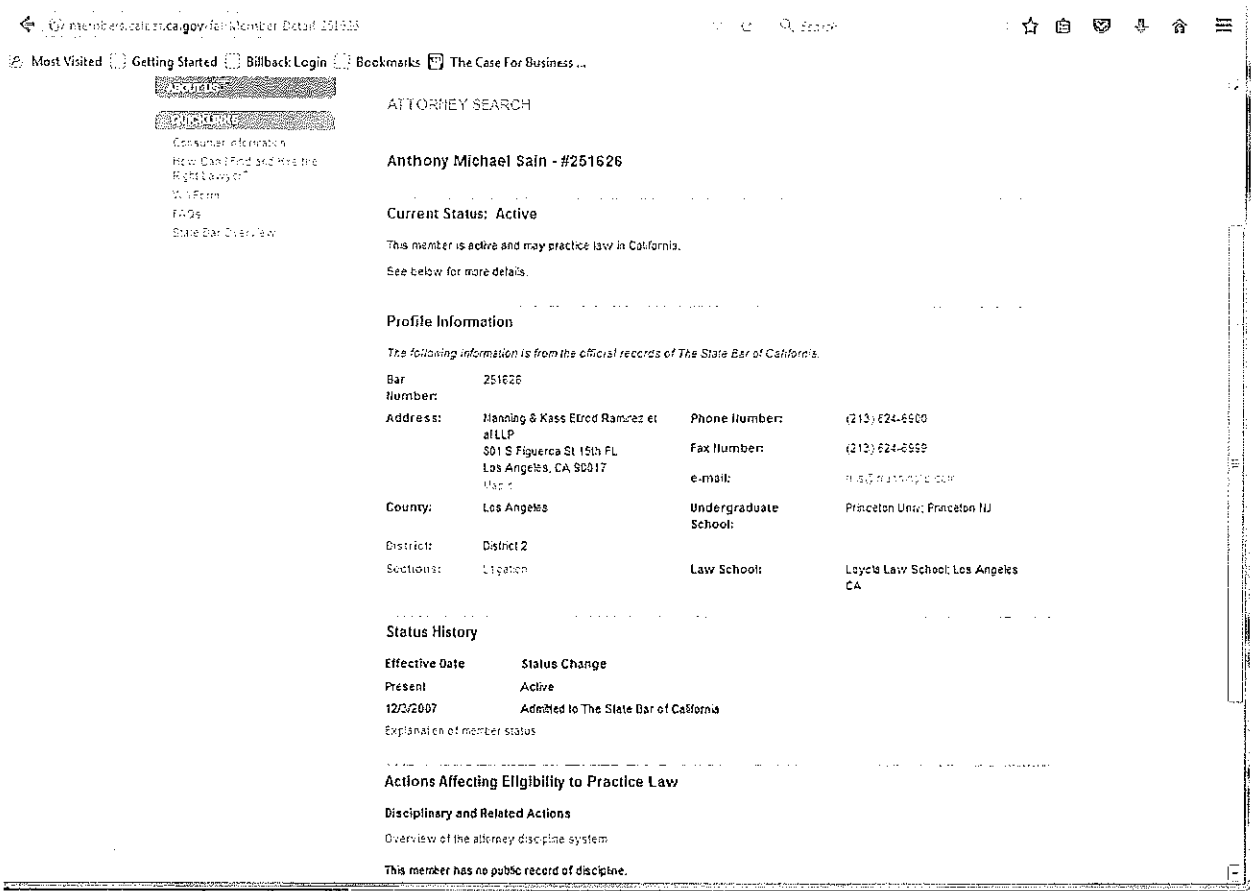
Practice Areas

Governmental Entity Liability

Contact

✉ amp@manningllp.com
☎ (213) 624-6900 Ext. 2409
🖷 (213) 624-6999

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members.calbar.ca.gov/fal/Member/Detail/251626

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ATTORNEY SEARCH

Consumer Information
How Can I Find and Hire the Right Lawyer?
Will Form
FAQs
State Bar Overview

Anthony Michael Sain - #251626

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	251626		
Address:	Manning & Kass Ellrod Ramirez et al LLP 801 S Figueroa St 15th FL Los Angeles, CA 90017 Map It	Phone Number: Fax Number: e-mail:	(213) 624-6900 (213) 624-6999 [redacted]
County:	Los Angeles	Undergraduate School:	Princeton Univ; Princeton NJ
District:	District 2		
Sections:	Litigation	Law School:	Loyola Law School; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
12/3/2007	Admitted to The State Bar of California

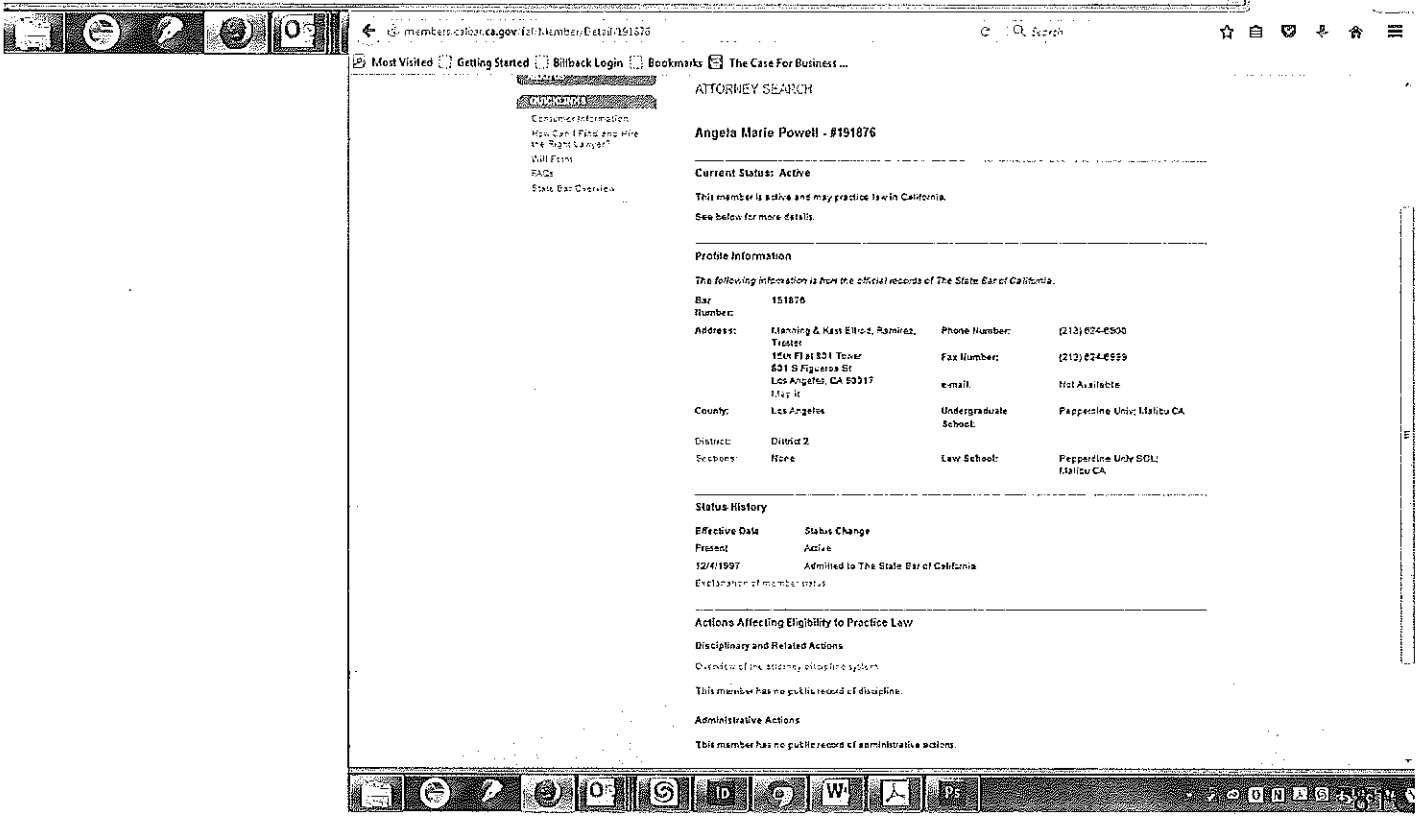
Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system

This member has no public record of discipline.



members.calbar.ca.gov/fal/Member/Detail/191876

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ATTORNEY SEARCH

Consumer Information
How Can I Find and Hire the Right Lawyer?
Will Form
FAQs
State Bar Overview

Angela Marie Powell - #191876

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	191876		
Address:	Manning & Kass Ellrod, Ramirez, Trester 15th Fl at 801 Tower 801 S Figueroa St Los Angeles, CA 90017 Map It	Phone Number: Fax Number: e-mail:	(213) 624-6900 (213) 624-6999 Not Available
County:	Los Angeles	Undergraduate School:	Pepperdine Univ; Malibu CA
District:	District 2		
Sections:	None	Law School:	Pepperdine Univ SOL; Malibu CA

Status History

Effective Date	Status Change
Present	Active
12/4/1997	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

CITY OF LOS ANGELES
OFFICE OF FINANCE
P.O. BOX 53200
LOS ANGELES CA 90053-0200

05 100-002443 1207 1

MANNING & KASS ELLROD RAMIREZ TRESTER LLP
801 S FIGUEROA ST 15TH FL
LOS ANGELES CA 90017-5504

801 S FIGUEROA STREET #15FL
LOS ANGELES, CA 90017-5504

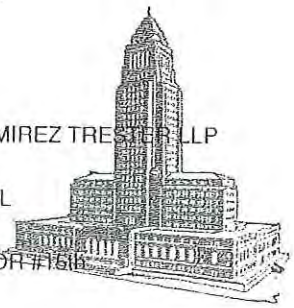
THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 7/8/2012

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000138017-0001-7	L049	Professions/Occupations	01/01/2007	Active



ISSUED TO

MANNING & KASS ELLROD RAMIREZ TRESTER LLP

801 S FIGUEROA STREET #15FL
LOS ANGELES, CA 90017-5504

801 S FIGUEROA STREET FLOOR #15FL
LOS ANGELES, CA 90017-5504

ISSUED BY:

Antoinette D. Christandl

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS P.O. BOX 53200, LOS ANGELES CA 90053-0200

8307

A.

Clearly describe your firm's range of experience with California law as it relates to public law enforcement agencies.

Manning & Kass, Ellrod, Ramirez, Trester LLP is a limited liability partnership, established in 1994, headquartered in Los Angeles, California. Five additional offices include the three California cities of San Francisco, San Diego, and Irvine; as well as New York City, NY; and Scottsdale, Arizona. In little more than twenty years the firm has grown to more than one hundred and sixty attorneys.

The firm is one of the fastest growing and largest firms in the State of California. While our growth strategy includes diversification, we are most perhaps most prominent and respected in the area of governmental entity liability, well known for tackling some of the toughest police defense cases.

Our Governmental Entity Liability Team handles:

- dangerous condition cases;
- educational law;
- internal affairs investigations;
- law enforcement officer liability, including
  - arrest related deaths
  - civil rights defense
  - electronic control device (ECD) litigation
  - in-custody deaths and medical issues;
- municipal liability;
- policy review; and
- public entity defense and audits.

Since many of our attorneys have held careers in the public sector, we are particularly adept at understanding the special environment in which public entities operate. We are well versed in the procedural and substantive defenses afforded governmental defendants by the Federal Torts Claims Act, the California Torts Claim Act and such related judicial doctrines as government contractor doctrine, exhaustion of remedies, standing, and sovereign immunity.

Manning & Kass, Ellrod, Ramirez, Trester LLP has represented a myriad of public entities and law enforcement agencies including those in the following list of selected clients:

Federal

Alcohol, Tobacco, Firearms & Explosives
Federal Bureau of Investigation
United States Department of Justice
United States Secret Service

State

California Highway Patrol
Dept. of Corrections and Rehabilitation
Regents of the University of California
UCLA Police Department

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County
Los Angeles
Orange
San Bernardino

City
Alhambra
Anaheim
Azusa
Beaumont
California City
Claremont
Coalinga
Colton
Covina
Fresno
Huntington Park
Inglewood
Redondo Beach
Rialto Police Department
Riverside
South Gate
Torrance

Other
East Bay Regional Parks Police Dept.
San Diego Unified Port District

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B.

Please describe your firm's experience in legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "use of force" by law enforcement members.

The firm is prominent, experienced, and well regarded in Pitchess Motions Hearings and providing legal advice on incidents involving "use of force" by law enforcement members. On July 15, 2015, *Daily Journal* published an editorial written by Los Angeles partner* Anthony M. Sain, entitled "Emerging Exception to Pitchess discovery requirements." Earlier this month, the California Supreme Court unanimously decided a criminal case appeal that also had unexpectedly significant implications for public entities' administrative operations and their defense of civil actions, particularly given its intersection with the Pitchess privileges governing discovery and disclosure of peace officer personnel file information: *People v. Superior Ct.* (Johnson) (July 6, 2015) 2015 Cal. LEXIS 4647 (no. S221296, slip op.).

Mr. Sain's Pitchess primer, *The Pitchess Privileges: A Guide to Understanding Police Officer Personnel Record Procedural Protections In Civil Cases*, is currently being prepared for bound reprint with the recent legal updates, and is available electronically as well as unbound.

Multiple members of the firm's Governmental Entity Liability Team take place in dozens of legal panels, training seminars, and conferences each year, literally providing advice and training to thousands of law enforcement personnel annually.

**Mr. Sain's promotion to partner with the firm takes effect on January 1, 2016.*

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C.

The overall capabilities, qualifications, training, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City, including but not limited to: Name of individual(s) with resumes; Length of employment with firm; Specialization; Legal training; Scholastic honors and professional affiliations; Date of admittance to California Bar (to include copies of all applicable documentation, past and present); Years of practice; Municipal or other local public sector experience; Knowledge of, and experience with California Municipal Law; Years and statement of other types of clientele represented; Litigation experience and track record; If the firm, or any of the attorneys employed by the firm, have ever been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results of the situation.

Anthony M. Sain has been employed with the firm since September 2, 2008. He was admitted to the California Bar in 2007, and has never been subject to complaints or disciplinary action with the State Bar. The bulk of Mr. Sain's legal career, since joining the firm, is in municipal law, representing governmental agencies. He is particularly well known in the ares of Pitchess Motion Hearings and use of force. He also worked as a prosecutorial extern with the Los Angeles County District Attorney's Office, where he successfully prosecuted dozens of cases through the preliminary hearing phase. Before starting his second career as a litigation attorney, Mr. Sain worked for more than a decade as an executive for a variety of mid-size corporations and non-profit organizations, such as the Young Men's Christian Association. His complete bio is available under the "attorney biographies" tab. *Further details are available upon request.*

Angela M. Powell has been employed with the firm since November 12, 2013. Ms. Powell has more than 15 years of litigation experience.She was admitted to the California Bar in 1997. Prior to joining Manning & Kass, she began her career as a Los Angeles County deputy district attorney, where she prosecuted hundreds of violent crimes, including robbery, kidnapping and capital murder. Ms. Powell has never been subject to complaints or disciplinary action with the State Bar. Her complete bio follows that of Mr. Sain, available under the "attorney biographies" tab. *Further details are available upon request.*

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D.

Specify the individual you propose for appointment and reasons for recommendation.

The firm unequivocally recommends Mr. Sain for appointment due to Mr. Sain's specialized expertise in the area of Pitchess Hearing Motions, his dedication to law enforcement personnel, his outstanding educational credentials, and fine moral character.

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E.

Specify the individual(s), if any, you propose to be designated as competent, substitute/backup legal representation for the Banning Police Department, in the event of the absence or unavailability of the recommended individual listed above.

The firm recommends Ms. Angela M. Powell as a competent, articulate, and ethical substitute/alternate, who is also experienced in the area of Pitchess Hearing Motions as well as legal advice in the use of force cases. Ms. Powell's previous experience working wrongful death cases and other civil rights cases on the plaintiff's side has given her additional insight into the motivation and method of opposing counsel.

Governmental Entity Rates (municipal, administrative):

Partner $250/hr.

Senior Counsel $235/hr.

Associate $225/hr.

Paralegals $125/hr.

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F.

Describe your preference for method of payment and your procedure for billing.

Our firm is generally accommodating to our clients in matters pertaining to billing and processing of payment. The majority of our clients pay by check, and a smaller percentage by ACH. In addition to governmental entities, the firm also represents many private businesses and insurance companies. These clients each have their own diverse accounts payable criterion, which our billing department responds to with flexibility and careful attention to detail.

Clients are billed monthly, or quarterly by request, to the 10th of an hour or in special circumstances by flat fee. Bills are detailed in regards to work performed and costs, when applicable, are separated from attorney timekeeper entries.

We appreciate when our clients consistently provide payment within thirty days of receipt of invoice.

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G.

Describe the computer resources currently utilized within your office. It will be a requirement that Counsel utilize Microsoft Word for Windows word-processing for all correspondence.

Computer resources include meeting the City's requirement of using Microsoft Word for Windows word-processing for all correspondence, as described above. Additionally, the firm continually invests in upgrading software and cloud computing capacities, including, but not limited to: Net Docs document and case management; VMWare Horizon VDI cloud computing/remote access for attorneys; and SQL e-form document database. The firm also employs a full time trainer who serves all six offices so that staff can continually upgrade their technology skillset, as well as an entire department of information technology specialists who are available during the workweek and an in-house copy center and messenger dispatch service to ensure timely delivery of all legal fillings.

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H.

The City of Banning will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate professional liability insurance, errors and omissions insurance, and workers' compensation insurance coverage as needed. Describe how you would provide proof of the same.

Such coverage must be provided by an insurance company(ies) authorized to do business in the State of California. Certificates must name the City of Banning as an Additional Insured and shall provide that the contractor's policy is primary over any insurance carried by the City of Banning and that the policy will not be cancelled or materially changed without (30) days prior notice in writing to the City of Banning. The successful firm must agree, if awarded a contract as a result of its proposal, to idemnify and hold harmless the City of Banning, its officers, agents, and employees from any and all material claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Prior to commencement of any work, these and other provisions will be established contractually.

The firm, if awarded contract or upon request, will provide certificates of proof of lawyers professional liability insurance, errors and omissions insurance, and workers' compensation insurance. The firm agrees to terms and conditions listed above.

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 11. Manning & Kass Ellrod, Ramirez, Trester, LLP				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	7	70	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	7	70	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6	30	
			TOTAL		
GENERAL NOTES:					

NAME: Chief Diaz TITLE: Chief DATE: 11/03/15

827

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM: MANNING & KASS ELLROD, RAMIREZ, TRESTER, LLP

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	**CONSULTANT/FIRM'S QUALIFICATIONS** - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	7	70	QUALIFIED FIRM REGARDING USE OF FORCE ISSUES. PITCHESS MOTIONS NOT ADDRESSED
2	**EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES** - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	QUALIFIED ATTORNEYS TO HANDLE USE OF FORCE LEGAL ISSUES. DOES NOT PREVIOUS PITCHESS MOTION EXP.
3	**ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE** - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	6	60	KNOWLEDGEABLE REGARDING WORK REQUIRED FOR USE OF FORCE SERVICES.
4	**REFERENCES** - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	6	30	REFERENCES RELATED TO USE OF FORCE REPRESENTATION
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: Lt. DATE: 11-4-15

828

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

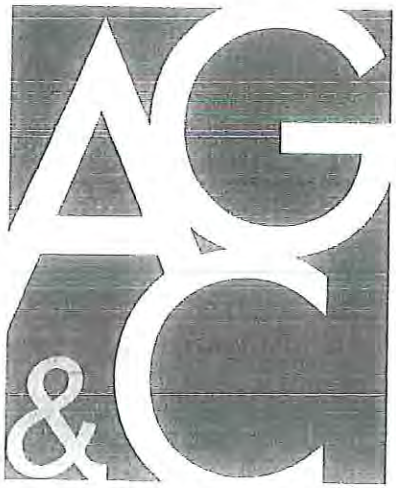
Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 11. Manning & Kass Ellrod, Ramirez, Trester, LLP				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	15		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	10		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	5		
			TOTAL		

GENERAL NOTES:

NAME: [signature] TITLE: Lieutenant DATE: 10-26-15

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ALVAREZ-GLASMAN & COLVIN

ATTORNEYS AT LAW

RESPONSE TO "REQUEST FOR PROPOSAL (RFP)" TO PROVIDE LEGAL REPRESENTATION FOR PITCHESS MOTION HEARINGS AND LEGAL ADVICE ON INCIDENTS INVOLVING "USE OF FORCE" BY MEMBERS OF THE BANNING POLICE DEPARTMENT

Due Date: October 26, 2015

REPLY TO:

ANDREW L. JARED, PARTNER
13181 Crossroads Parkway North
Suite 400 – West Tower
City of Industry, CA 91746
tel 562.699.5500 | fax 562.692.2244

Southern California Office

P.O. Box 4016
Yountville, CA 94599
tel 707.944.0540 fax 707.944.0580

Northern California Office

WWW.AGCLAWFIRM.COM

ajared@agclawfirm.com

ALVAREZ-GLASMAN & COLVIN

RESPONSE TO REQUEST
FOR PROPOSAL FOR

CONSULTANT/FIRM TO PROVIDE LEGAL REPRESENTATION FOR
PITCHESS MOTION HEARINGS AND LEGAL ADVICE ON
INCIDENTS INVOLVING "USE OF FORCE" BY MEMBERS
OF THE BANNING POLICE DEPARTMENT

I. FIRM'S QUALIFICATIONS.....1

II. FIRM'S PROFILE.....13

III. ORGANIZATION AND STAFFING.....14

IV. RELEVANT SERVICES AND REFERENCES.....18

I. Firm's Qualifications

A. FIRM'S EXPERIENCE

For thirty years, the law firm of Alvarez-Glasman & Colvin has provided unparalleled legal counseling in the fields of public agency law.

Founded in 1985 by the Firm's managing partner, Arnold M. Alvarez-Glasman, AGC's depth of experience and proven track record have made it one of California's preeminent public agency law firms. From the numerous municipalities which have selected the Firm to serve as their general counsel, to other government agencies that rely on AGC to manage intricate legal issues, AGC is the Firm that local public agencies turn to.

AGC is a qualified minority-owned Firm with attorneys who are experts in their fields, bringing a wealth of experience, talent, and skill to the cases and projects under their command. AGC's seasoned attorneys have the expertise to achieve consistent, positive results.

AGC's police and public safety practice is dedicated to assisting local governments in addressing quality of life issues. To achieve this goal, AGC offers a full range of litigation and transactional services. AGC's attorneys work hand in hand with local law enforcement agencies to obtain injunction against violent criminal street gangs. AGC's attorneys also assist law enforcement in such matters as prostitution stings, drug house abatements, and the regulation of sex offenders.

AGC's litigation services range from opposing *Pitchess* motions, to state and federal appellate work. Moreover, AGC's attorneys have successfully defended Police Departments against excessive force suits, and have obtained defense verdicts in both state and federal courts.

AGC attorneys currently serve as City Attorney or General Counsel to the following public agencies:

City of Bell Gardens	Banning Library District
City of Chico	Chico Airport
City of Huntington Park	Long Beach Transit
City of Montebello	South East Area Animal Control Authority
City of Pico Rivera	Yucca Valley Airport District
City of Pomona	

In addition, AGC also serves as special counsel for numerous cities and public agencies, including:

Central Basin Municipal Water District	Los Angeles Community College District
City of San Luis Obispo	Lynwood Unified School District

City of Santa Ana	San Bernardino County
City of Vallejo	Santa Clara County Office of Education
City of West Covina	South Coast Air Quality Management District
Fresno Unified School District	

Members of AGC have also represented the following agencies as general counsel or in a similar capacity:

- Alameda-Contra Transit District
- Bassett Unified School District
- Beverly Hills Unified School District
- Channel Islands Community Services District
- City of Baldwin Park
- City of East Palo Alto
- City of Hawaiian Gardens
- City of La Puente
- City of Los Angeles
- City of Pasadena
- City of Santa Rosa
- City of Santa Rosa Airport
- City of South El Monte
- City of South Gate
- City of South Pasadena
- City of Walnut
- City of West Covina
- Long Beach Community College District
- Los Angeles Community Redevelopment Agency
- Rio Hondo Community College District
- Town of Yountville
- Tri Cities Mental Health Joint Powers Authority.

As a small boutique municipal law Firm, AGC attorneys have over 150 years of combined municipal law experience and offer unique expertise that makes AGC well qualified to handle legal issues for California municipalities.

B. FIRM'S EXPERIENCE PERTAINING TO *PITCHESS* MOTION HEARINGS AND "USE OF FORCE" MATTERS

The Firm's highly experienced attorneys pride themselves in the successful representation of peace officers in both state and federal courts. AGC's litigation services range from opposing *Pitchess* motions to state and federal appellate work. AGC attorneys are leading experts in excessive force defense. Over the past twenty years, AGC's attorneys have successfully defended its clients against dozens of civil rights suits, and have obtained numerous defense verdicts in both state and federal court.

The Public Safety Practice Group's transactional services cover a variety of issues, including advising police agencies on constitutional aspects of law enforcement, developing the legal framework for police "sting operations" code enforcement guidelines, advising agencies on the regulation of sex offenders, "sober living" facilities, and tracking legislation relating to community safety and police authority. AGC's attorneys are also called upon to review existing ordinances, policies, and procedures in order to assure their continued legality and effectiveness in the face of new laws and judicial decisions.

Recent Victories

Recently, AGC won a Ninth Circuit Court of Appeal decision, which affirmed the District Court's ruling in favor of AGC's client the City of West Covina Police Department. The lawsuit arose after plaintiff, who matched the description of a robber suspect broadcast by the West Covina police dispatch, led an officer on a pursuit through city streets and a shopping center. Plaintiff was ultimately apprehended after the officer released his Police K-9. Plaintiff alleged that the officer's use of the K-9 during his arrest constituted excessive force in violation of his Fourth Amendment right against unreasonable seizure. AGC's qualified team earned a victory for the West Covina Police Department. The Ninth Circuit Court of Appeal found the plaintiff failed to identify a disputed issue of material fact that would warrant reversal of the District Court's ruling on the Motion for Summary Judgment.

AGC successfully defended the City of Pomona and four officers in an intricate police shooting/wrongful death civil rights lawsuit involving a lengthy police chase that resulted in the death of a suspect who proved to be unarmed. After a two-week federal court jury trial, AGC's team achieved a defense verdict and a successful post-trial motion based upon the doctrine of qualified immunity. After the federal trial, plaintiffs filed a new action in state court alleging police negligence liability arising out of the incident. This case ultimately reached the California Supreme Court. The California Supreme Court held in favor of the City, creating new case law benefiting police agencies and cities throughout all of California.

Additionally, AGC prevailed at trial on behalf of the Pomona Police Department against claim of police officer's use of excessive force. This lawsuit stemmed from a claim filed by a plaintiff alleging intentional infliction of emotional distress against a Pomona police officer. Plaintiff alleged that the officer held her in a "physical restraint hold" for an entire "30 minutes." The collective testimony of the officer and his supervisor established that the officer did not use any type of physical restraint (including handcuffs) against plaintiff during the incident and called into serious question plaintiff's recollection of the events at hand. AGC's team successfully defended the City of Pomona Police Department.

With years of litigation experience in the area of civil rights defense, and with extensive transactional experience in the area of public safety, AGC has a unique perspective and understanding of public safety issues. This unique perspective translates into effective legal services for the Firm's clients.

C. QUALIFICATIONS OF ASSIGNED COUNSEL

While the entire AGC team is available to serve the Police Department at any time, we propose the following highly qualified professionals as the principal attorneys to represent the Police Department on a day-to-day basis:

Area of Representation	Attorney
Legal Advice on Incidents Involving "Use of Force"	• Roger A. Colvin, Senior Partner • Vincent C. Ewing, Partner
Legal Representation for *Pitchess* Motion Hearings	• Andrew L. Jared, Partner • Richard H. Lam, Senior Associate • Iain J. MacMillan, Associate

///

///

Roger A. Colvin, Senior Partner

Employment

- 1985-present

Specialization

- Police and Public Safety
- Federal and State Litigation

Legal Training

- Juris Doctor, University of San Fernando Valley College of Law (1975)

Honors and Professional Affiliations

- Judge Pro Tem, East Los Angeles and Alhambra Municipal Courts
- Arbitrator, East Los Angeles and Alhambra Municipal Courts
- "Sexual Harassment Prevention & Avoidance Training", Bell Gardens Police Department and West Covina Police Department (Spring 2008 - Present)
- Teaching Credential-Business Law
- Pro Bono Services - City of Santa Fe Springs Low-Income and Senior Citizens - 25 years
- President/Board of Directors, The Oak Creek Ranch School (OCRS) Foundation (2005 - 2007)

Admissions

- California, 1976 (See Attachment "A" for applicable documentation)

Years of Practice

- 1976-present

Other Public Sector Experience

Roger A. Colvin heads the Firm's Litigation Practice Group. With almost forty years of litigation experience in a broad range of legal issues, Mr. Colvin has represented clients in federal and superior court. He has successfully argued appeals before the California Court of Appeals, the Ninth Circuit Court of Appeal, and the California Supreme Court.

His practice focuses on all phases of liability defense, including civil rights proceedings, police misconduct, premises liability, sexual harassment, and other complex public agency and civil litigation cases. Mr. Colvin has particular expertise in the unique field of First Amendment land use law, having successfully litigated cases at both trial and appellate levels involving issues of zoning, adult business regulation, and First Amendment law.

Mr. Colvin serves as legal counsel for the police departments of the Cities of Pomona, Bell Gardens, Huntington Park, as well as counsel to the police chiefs for those departments. Mr. Colvin also serves as special counsel for the County of San Bernardino's conflict panel regarding excessive force, and on the attorney's panel for the Independent Cities Risk Management Association ("ICRMA"). His representation covers a broad range of issues, including *Pitchess* motions, excessive force defense, disciplinary issues, and related law enforcement matters.

In addition, Mr. Colvin regularly represents private property owners, municipal agencies, and public entity clients against claims of premises liability, dangerous conditions of property, and design defect litigation.

Vincent C. Ewing, Partner

Employment

- 2013-present

Specialization

- Public Agency
- Land Use and Environmental
- Litigation
- Public Works
- Public Contracts
- Public Utilities
- Transportation
- Elections
- Labor and Employment

Legal Training

- Juris Doctor, Howard University School of Law (1991)

Admissions

- California, 1995 (See Attachment "A" for applicable documentation)

Years of Practice

- 1995-present

Other Public Sector Experience

Vincent C. Ewing is General Counsel to Long Beach Transit, City Attorney to the City of Chico, Special Counsel to the Los Angeles Community College District and Special Counsel to San Bernardino County. As former Deputy Director to the Long Beach Community College District, General Counsel to the Alameda-Contra Transit District, City Attorney to the City of East Palo Alto, Assistant City Attorney to the City of Santa Rosa and Deputy City Attorney (prosecutor and civil litigator) to the City of Los Angeles, he brings extensive public agency law experience to the force.

He has provided legal analysis and guidance to special districts, cities, counties, joint powers authorities, boards, councils, commissions, administrators and managers on issues involving public utilities, transportation, elections, conflicts, public works, contracts, construction, land use, CEQA, the Brown Act, the Public Records Act, labor, employment, litigation and risk management.

He has tried over 100 jury trials to verdict in state and federal courts.

Andrew L. Jared, Partner

Employment

- 2006-present

Specialization

- Public Agency - Municipal Law
- Public Agency - Special Districts
- Land Use, Environmental, and Real Estate Development
- Government Relations/Legislative Advocacy
- Election Law and Initiative Process
- Litigation
- Water Law

Legal Training

- Juris Doctor, Pepperdine University, School of Law (2001)

Honors and Professional Affiliations

- Mt. San Antonio College Citizens' Oversight Committee, Business/Community Representative (2014 - Present)
- Planning Commission, City of Glendora, Commissioner (2011 - Present); Chairman (2013 - 2014)
- Trails Committee, City of Glendora, Committee member (2003 - 2011)
- Editor, Municipal Law Handbook, City Attorneys Department, League of California Cities (2013 - 2015)
- Reviewer, Municipal Law Handbook, City Attorneys Department, League of California Cities (2007 ed.)
- Member, Imperial College Alumni Association (2014 - Present)
- Member, Pomona Rotary Club, Rotary International (2011 - Present)
- Continent Leader, Rotary District 5300, Rotary Youth Leadership Awards (RYLA) (2013)
- Pomona Valley Habitat for Humanity, Member of the Board of Directors(August 2014 - April 2015)
- Cub Scout Pack 493, Assistant Cubmaster (Glendora) (2011 - 2013)
- Glendora Youth Volleyball, Coach (2013)
- Glendora Youth Basketball, Coach (2012)
- Glendora Lassie League Softball, Assistant Coach (2010 & 2011)
- Mothers and Fathers in Sympathy and Support (M.I.S.S.) Foundation, Co-Founder Arcadia Chapter, 2002-2010; Glendora Chapter (2010 - 2013)
- Law Enforcement Agencies and the Public Records Act", Presentation to the California Law Enforcement Association of Records Supervisors, Inland Chapter (April 2008)

Admissions

- California, 2001 (See Attachment "A" for applicable documentation)

Years of Practice

- 2001-present

Other Public Sector Experience

Andrew L. Jared handles both litigation and transactional matters. He presently serves as General Counsel for the Banning Library District, and Assistant City Attorney for the cities of Pomona and Chico.

Mr. Jared has extensive experience regarding municipal compliance, the California Environmental Quality Act (CEQA), contract negotiations, and civil litigation. He has represented cities, governmental agencies, special districts, subcontractors, and developers in breach of contract, writ of mandamus, tort, construction, and insurance litigation. He has completed over three hundred and sixty depositions, and tried his first jury trial and twelve bench trials while still in law school.

Richard H. Lam, Senior Associate

Employment

- 2008-present

Specialization

- Business Litigation
- Public Contracts
- Construction
- Municipal Law
- Police and Public Safety
- General Liability

Legal Training

- Juris Doctor, Loyola Law School (2007)

Admissions

- California, 2007 (See Attachment "A" for applicable documentation)

Years of Practice

- 2007-present

Other Public Sector Experience

Richard H. Lam specializes in public agency liability and business litigation. His practice is focused on civil litigation involving public projects, land use, code enforcement and residency. He represents clients in various matters including breach of contract, construction, labor/employment, eminent domain, and real estate.

Mr. Lam has litigated appellate cases before the California Court of Appeal. In 2010, Mr. Lam handled a case involving freedom of speech and the California constitution. Mr. Lam's interpretation the controversial anti-SLAPP statute (CCP § 425.16) helped shape the current law and the Court's opinion was published setting a legal precedence.

Mr. Lam is well versed in transactional matters and local legislation including the Public Records Act, the Ralph M. Brown Act (Open Meetings for Local Legislative Bodies), the Local Agency Public Construction Act of the Public Contract Code, code enforcement, and receiverships under the Health & Safety Code. In particular, he has been involved in economic legislation regarding distressed properties and the housing market.

Iain J. MacMillan, Associate

Employment

- 2015-present

Specialization

- Public Agency and Municipal
- Land Use and Environmental
- General Litigation
- Public Works
- Public Contracts
- Brown Act Compliance
- Public Records Act
- Constitutional Law
- Civil Rights
- Writs and Appeals

Legal Training

- Juris Doctor, Emory University School of Law (2013)

Admissions

- California, 2001 (See Attachment "A" for applicable documentation)

Years of Practice

- 2014-present

Other Public Sector Experience

Iain MacMillan specializes in the area of Municipal Law, Employment Law and Education Law. He has performed legal services for the Cities of Pomona and Chico, and the Beverly Hills Unified School District, as well as other public agency clients. Additionally, he has advised the Firm's public entity and private clients on constitutional law, land use, and environmental law.

D. PROPOSED COUNSEL AND REASONS FOR RECOMMENDATIONS

Senior Partner Roger A. Colvin is recommended because he has extensive experience representing Police Department in various matters. Mr. Colvin heads AGC's litigation Practice Group, with nearly 40 years of litigation experience with a major emphasis in public entity civil rights tort defense in state and federal courts. Over the years, Mr. Colvin has successfully obtained numerous state and federal jury verdicts in favor of cities and public agencies. Mr. Colvin serves as legal counsel for the police departments of Pomona, Chico, Bell Gardens, Montebello, Huntington Park, the County of San Bernardino as well as counsel to the police chiefs of said departments.

Mr. Colvin successfully defended the City of Pomona and four officers in an intricate police shooting/wrongful death civil rights law suit involving a lengthy police chase that resulted in the death of a suspect who proved to be unarmed. After a two-week federal court jury trial, Mr. Colvin achieved a defense verdict and a successful post-trial motion based upon the doctrine of qualified immunity. After the federal trial, plaintiffs filed a new action in state court alleging police negligence liability arising out of the incident. The state court judge dismissed the lawsuit on res judicata and collateral estoppels grounds. This case ultimately reached the California Supreme Court where Mr. Colvin argued the case on behalf of the city. The California Supreme Court held in favor of the city and Mr. Colvin and created new case law benefiting police agencies and cities throughout all of California.

Partner Vincent C. Ewing is recommended because he brings extensive public agency law experience to the team. He has over 20 years of experience in all areas of public agency law. He serves as city attorney, general counsel, and special counsel. He has successfully defended cities and special district in state and federal courts on a myriad of legal issues. He has tried over 100 jury trials to verdict in state and federal courts.

Partner Andrew L. Jared is recommended because he is experienced in handling both litigation and transactional matters. He has been a municipal law practitioner for 9 years. Prior to that, he was a civil litigator for four years, handling cases throughout California. He presently serves as General Counsel for the Banning Library District, and Assistant City Attorney for the cities of Pomona and Chico. He has completed over 360 depositions and tried his first jury trial and twelve bench trial while still in law school.

Associate Richard H. Lam is recommended because he has extensive experience advising municipal entities on police and public safety issues involving peace officer procedural bill of rights, civil and criminal discovery requests, and lawsuits alleging violations of Civil Rights under the United States Code § 1983. Most notably, Mr. Lam received a favorable ruling for the City of West Covina Police Department and an officer in a case of first impression involving Motions for Pretrial Discovery of confidential peace officer personnel records. Mr. Lam's zealous advocacy resulted in a favorable Appellate Court ruling in favor of the City of West Covina Police Department and upheld protections conferred by Evidence Code § 1043, Penal Code § 832.7 and the entire *Pitchess* scheme.

Associate Iain MacMillan is recommended because he specializes in municipal law and performs legal services for the Cities of Pomona and Chico. He advises public entities and private clients on constitutional law matters.

E. BACK-UP COUNSEL

In addition to the proposed team of attorneys above, the remainder of AGC's skilled attorneys are ready, willing, and able to provide services to the Police Department whenever needed. Individual attorney resumes included as Attachment "C."

On a daily basis, AGC provides advice to members of boards, councils, and commissions and defends the interest of its municipal clients. For over 26 years, the attorneys of AGC have represented and advised city councils, redevelopment agencies and other public entities, as well as their officers and staff, on all matters of law pertaining to such offices and duties. Each member of the AGC team is available to address the needs of each of our clients.

All attorneys at AGC are licensed to practice before state and federal courts In California. All AGC attorneys are members in good standing with the State Bar of California.

We are confident that our experienced attorneys will be able to address the Police Department's needs.

F. PROCEDURES FOR BILLING

ACG would provide an itemized billing statement once a month with a complete listing of all services rendered and costs advanced. We work cooperatively with clients to provide a clear, comprehensive billing statement. Tasks are billed in .1 hour increments.

On occasion AGC is able to split a charge for issues being worked on for several clients (i.e., attendance at a regional planning meeting). Unlike other firms, AGC does not bill Client A for research already done on the same issue for Client B.

AGC's preferred method of payment is check.

G. COMPUTER RESOURCES

AGC operates on Microsoft Office Products. We have a fully integrated computer system with both on-site and off-site storage. Our files are backed up in real time and available to all counsel remotely. We operate Abacus for litigation support and NetDocuments for document management services. Our paralegal staff is well versed in transmitting and receiving large files via DropBox. We see no issues being able to integrate the AGC computer resources to the resources used by the Police Department.

H. PROOF OF INSURANCE

AGC is able to meet all requirements to provide evidence of appropriate professional liability insurance, errors and omissions insurance, and workers compensation insurance coverage as needed.

AGC is covered by a policy of professional liability insurance of up to $2,000,000 per occurrence and $4,000,000 aggregate liability. AGC also maintains general commercial liability insurance in the amount of $2,000,000 per occurrence and $4,000,000 aggregate liability, and $1,000,000 worker's compensation insurance as required by law.

II. Firm's Profile

Alvarez-Glasman & Colvin ("AGC") is an aggressive and experienced law Firm, and prides itself in providing prompt and personal attention to the needs of our clients in a cost-effective manner. As legal counsel to municipalities and other public agencies since 1990, AGC is a recognized leader in public agency law.

AGC is well acquainted with representing municipalities and other public agencies of all sizes. AGC currently serves as the City Attorney for the cities of Chico, Pomona, Pico Rivera, Huntington Park, Bell Gardens and Montebello; and Special Counsel for the County of San Bernardino, the Los Angeles Community College District, the City of San Luis Obispo, Lynwood Unified School District, and others. AGC is well acquainted with representing municipalities and other public agencies of all sizes.

AGC's primary office location is 13181 Crossroads Parkway North, Suite 400 - West Tower, City of Industry, CA 91746. AGC's Northern California location is in the Town of Yountville.

The Firm consists of 14 attorneys, 1 office administrator, 6 administrative assistants, 2 law clerks, one paralegal, one office assistant, and one receptionist available at all times to serve the City of Banning. All services for the City of Banning would be performed from AGC's City of Industry office.

See Attachments "A" and "B" attorney qualifications to practice law in the State of California and AGC Use Permit.

III. Organization and Staffing

While the entire AGC team is available to serve the Police Department at any time, we propose the following highly qualified professionals as the principal attorneys to represent the Police Department on a day-to-day basis:

Area of Representation	Attorney
Legal Advice on Incidents Involving "Use of Force"	◦ Roger A. Colvin, Senior Partner ◦ Vincent C. Ewing, Partner
Legal Representation for *Pitchess* Motion Hearings	◦ Andrew L. Jared, Partner ◦ Richard H. Lam, Senior Associate ◦ Iain J. MacMillan, Associate

Senior Partner Roger A. Colvin is recommended because he has extensive experience representing Police Department in various matters. Mr. Colvin heads AGC's litigation Practice Group, with nearly 40 years of litigation experience with a major emphasis in public entity civil rights tort defense in state and federal courts. Over the years, Mr. Colvin has successfully obtained numerous state and federal jury verdicts in favor of cities and public agencies. Mr. Colvin serves as legal counsel for the police departments of Pomona, Chico, Bell Gardens, Montebello, Huntington Park, the County of San Bernardino as well as counsel to the police chiefs of said departments.

Mr. Colvin successfully defended the City of Pomona and four officers in an intricate police shooting/wrongful death civil rights law suit involving a lengthy police chase that resulted in the death of a suspect who proved to be unarmed. After a two-week federal court jury trial, Mr. Colvin achieved a defense verdict and a successful post-trial motion based upon the doctrine of qualified immunity. After the federal trial, plaintiffs filed a new action in state court alleging police negligence liability arising out of the incident. The state court judge dismissed the lawsuit on res judicata and collateral estoppels grounds. This case ultimately reached the California Supreme Court where Mr. Colvin argued the case on behalf of the city. The California Supreme Court held in favor of the city and Mr. Colvin and created new case law benefiting police agencies and cities throughout all of California.

Partner Vincent C. Ewing is recommended because he brings extensive public agency law experience to the team. He has over 20 years of experience in all areas of public agency law. He serves as city attorney, general counsel, and special counsel. He has successfully defended cities and special district in state and federal courts on a myriad of legal issues. He has tried over 100 jury trials to verdict in state and federal courts.

Partner Andrew L. Jared is recommended because he is experienced in handling both litigation and transactional matters. He has been a municipal law practitioner for 9 years. Prior to that, he was a civil litigator for four years, handling cases throughout California. He presently serves as General Counsel for the Banning Library District, and Assistant City Attorney for the cities of Pomona and Chico. He has completed over 360 depositions and tried his first jury trial and twelve bench trials while still in law school.

Associate Richard H. Lam is recommended because he has extensive experience advising municipal entities on police and public safety issues involving peace officer procedural bill of rights, civil and criminal discovery requests, and lawsuits alleging violations of Civil Rights under the United States Code § 1983. Most notably, Mr. Lam received a favorable ruling for the City of West Covina Police Department and an officer in a case of first impression involving Motions for Pretrial Discovery of confidential peace officer personnel records. Mr. Lam's zealous advocacy resulted in a favorable Appellate Court ruling in favor of the City of West Covina Police Department and upheld protections conferred by Evidence Code § 1043, Penal Code § 832.7 and the entire *Pitchess* scheme.

Associate Iain MacMillan is recommended because he specializes in municipal law and performs legal services for the cities of Pomona and Chico. He advises public entities and private clients on constitutional law matters.

Individual attorney resumes included as Attachment "C".

Day-to-Day Contact

- Andrew Jared, Partner

AGC Personnel

AGC currently has 14 attorneys, 1 office administrator, 5 administrative assistants, 2 paralegals, 1 office assistant, 1 receptionist and 2 law clerks.

The following is a list of our current staff and duties:

Attorney	Position	Duties
Arnold Alvarez-Glasman Admitted 1978	Managing Partner	City Attorney to Cities of Pomona, Bell Gardens, Pico Rivera, Montebello
Roger Colvin Admitted 1976	Senior Partner	Senior Litigator
Scott Nichols Admitted 1975	Partner	Assistant City Attorney to Pico Rivera
Andrew Jared Admitted 2001	Partner	Acting City Attorney / Assistant City Attorney for City of Pomona
Vincent Ewing Admitted 1995	Partner	Assistant City Attorney for Cities of Pico Rivera, Montebello and West Covina

John Lam Admitted 2005	Partner	Assistant City Attorney for the City of Bell Gardens
Sharon Medellin Admitted 2001	Partner	Senior Litigator
Lisa Roybal Elliott Admitted 1999	Senior Associate	Senior Litigator
Christopher Cardinale Admitted 2010	Senior Associate	Assistant City Attorney for City of Montebello and as Deputy City Attorney for the cities of Pomona, Pico Rivera and Bell Gardens
Richard Lam Admitted 2007	Senior Associate	Litigator; Deputy City Attorney for the Cities of Pomona and Montebello
Teresa Chen Admitted 2007	Associate	Deputy City Attorney for the Cities of Pomona and Bell Gardens
Jeffery Elder Admitted 2012	Associate	Deputy City Attorney for the Cities of Montebello and Pico Rivera
Iain MacMillan Admitted 2013	Associate	Litigator
Jose Montoya Admitted 2014	Associate	Deputy City Attorney for the Cities of Pomona, Chico and Bell Gardens
Chris Yoast	Office Administrator	Office Administrator
Denise Banks	Certified Paralegal and Assistant	Assistant to Andrew L. Jared and John W. Lam
Sergio Ordaz	Paralegal	Assistant to Roger A. Colvin
Maria Luisa Espinosa	Executive Assistant	Executive Assistant to Roger A. Colvin and Assistant to Jeffery C. Elder

Liza Slaughter	Executive Assistant	Executive Assistant to Sharon Medellin and Noel Tapia. Assistant to Richard Lam
Lourdes Hurtado	Billing Clerk	Billing duties
Melinda Arredondo	Executive Assistant	Executive Assistant to Vincent C. Ewing. Assistant to Iain MacMillan, Jose Montoya and Christopher Cardinale
Maxine Caudillo	Executive Assistant	Executive Assistant to Arnold M. Alvarez-Glasman, Christopher Cardinale and Teresa Chen
Ernestina Connolly	Office Assistant	General office tasks
Lenielle Silva	Receptionist	General office tasks
Vanessa Segura	Law Clerk	Law clerk tasks
Anita Lakhani	Law Clerk	Law clerk tasks

IV. Relevant Services and Reference

AGC has advised human resources and police department staff on the release of police personnel materials and have appeared at numerous *Pitchess* hearings to protect officers' rights against disclosure of personnel materials.

The Public Safety Practice Group's transactional services cover a variety of issues, including advising police agencies on constitutional aspects of law enforcement, and developing the legal framework for police operation and code enforcement. AGC's attorneys are also called upon to review existing ordinances, policies, and procedures in order to assure their continued legality and effectiveness in the face of new laws and judicial decisions.

AGC has advised its clients on use of force policies that affect supervisors and officers alike. By making sure each officer is aware of the differences between deadly force and force, duties they carry as law enforcement, and the medical considerations involved, clients have felt more comfortable after being advised of their responsibilities by our attorneys. Each police department has their own policy, so it has been AGC's job to tailor our advice based on our client.

When dealing with use of force issues, AGC follows the procedures laid out by the policies of each police department, the state and federal laws, and the totality of the circumstances. Extensive research and experience in this area is what makes AGC stand apart from others in the field.

AGC has successfully represented peace officers in both state and federal courts for civil rights suits, and has obtained numerous defense verdicts.

- AGC prevailed at trial on behalf of the Pomona Police Department against a claim of police officer's use of excessive force, where the Plaintiff alleged that the officer held her in a "physical restraint hold" for an entire "30 minutes."

- AGC obtained a federal jury verdict in favor of the city and several officers in this wrongful death police shooting case. This suit stemmed from circumstances involving numerous officers where the police utilized deadly force upon an individual leading the police on a high-speed chase and threatening to fire upon several officers. No gun was present on the decedent and the plaintiff's family alleged improper force.

- AGC successfully secured a unanimous jury verdict for the city and four of its police officers in this civil rights action involving a plaintiff diagnosed with paranoid schizophrenia. Plaintiff alleged that the police officers used excessive force in using batons and tasers causing a compound fracture of his humerus.

- AGC prevailed in a use of force by canine officer claim after the Ninth Circuit Court of Appeals upheld the ruling in favor of the West Covina Police Department. Plaintiff alleged that the officer's use of the K-9 during his arrest constituted excessive force in violation of his Fourth Amendment right against unreasonable seizure.

A. References

AGC has provided legal representation for *Pitchess* motions and "use of force" advice to the following public entities:

Agency	Dates of Service	Responsible Officer
City of Bell Gardens	2003-Present	Phil Wagner City Manager pwagner@bellgardens.org (562)806-7700
City of Chico	2014-Present	Mark Orme City Manager (530)896-7200 Mark.orme@chicoca.gov
City of Huntington Park	2015-Present	John Ornelas Interim City Manager (323) 584-6223 jornelas@hpca.gov
City of Montebello	2006-Present	Francesca Tucker-Schuyler City Administrator (323)887-1363 Fschuyler@cityofmontebello.com
City of Pomona	1989-Present	Linda Lowry City Manager (909) 620-2051 Linda_Lowry@ci.pomona.ca.us
City of West Covina	2000-2014	Chris Freeland City Manager (626) 939-8401 Chris.freeland@westcovina.org

The hourly rates for all municipal clients for police matters, including *Pitchess* and abuse of force cases, is $175.00 to $200.00 per hour. If needed, AGC can provide yearly totals for each city client for police related matters.

Recent Projects

- AGC prevailed in a use of force by canine officer claim after the Ninth Circuit Court of Appeals upheld the ruling in favor of the West Covina Police Department. Plaintiff alleged that the officer's use of the K-9 during his arrest constituted excessive force in violation of his Fourth Amendment right against unreasonable seizure.

- AGC prevailed at trial on behalf of the Pomona Police Department against a claim of police officer's use of excessive force, where the Plaintiff alleged that the officer held her in a "physical restraint hold" for an entire "30 minutes."

- In *People v. Bernie Reyes*, after a *Pitchess* motion was granted in Superior Court, AGC successfully argued for the ruling to be overturned by filing a writ of mandate in the Appellate Division of the Superior Court. AGC is diligent in its efforts to ensure the Police Department's interests are protected, and will not stop at the first sign of bad news.

Attachment "A"

THE STATE BAR OF CALIFORNIA

Friday, October 23, 2015

ATTORNEY SEARCH

Roger Allen Colvin - #68773

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	68773		
Address:	Alvarez-Glasman & Colvin West Tower 13181 Crossroads Pkwy N #400 City of Industry, CA 91746 Map It	**Phone Number:**	(562) 699-5500
		Fax Number:	(562) 692-9678
		e-mail:	rcolvin@agclawfirm.com
County:	Los Angeles	**Undergraduate School:**	Univ of Southern Calif; Los Angeles CA
District:	District 2		
Sections:	Litigation	**Law School:**	San Fernando Valley College of Law; Woodland Hills CA

Status History

Effective Date	Status Change
Present	Active
6/25/1976	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

THE STATE BAR OF CALIFORNIA

Friday, October 23, 2015

ATTORNEY SEARCH

Vincent Carlton Ewing - #177708

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number: 177708

Address:
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy N
City of Industry, CA 91746

Phone Number: (562) 699-5500
Fax Number: (562) 692-2244
e-mail: vewing@agclawfirm.com

Undergraduate School:
Univ of California at Los Angeles; CA

Law School:
Howard Univ SOL; Washington DC

County: Los Angeles
District: District 2

Sections:
Public Law

Status History

Effective Date	Status Change
Present	Active
9/25/1995	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

ATTORNEY PROVIDED INFORMATION
The information below was provided by the attorney and has not been verified or monitored. The State Bar does not recommend or endorse any attorney.

Practice Area(s):
Administrative Law
Civil Rights
Constitutional Law
Construction Law
Contracts
Education Law
Election, Campaign & Political
Eminent Domain
Employee Benefits
Energy
Environmental Law
Government
Government Contracts
Labor & Employment
Litigation
Natural Resources
Occupational Safety & Health
Personal Injury
Real Estate
Transportation
Zoning, Planning & Land Use

Other Language(s) Spoken by this Attorney:
Spanish

Other Language(s) Spoken by the Law Office Staff:
Spanish

Website:
www.agclawfirm.com

THE STATE BAR OF CALIFORNIA

Friday, October 23, 2015

ATTORNEY SEARCH

Andrew Lee Jared - #216935

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	216935		
Address:	Alvarez-Glasman & Colvin West Tower, Suite 400 13181 Crossroads Pkwy N City of Industry, CA 91746 Map it	**Phone Number:** **Fax Number:** **e-mail:**	(562) 699-5500 (562) 692-9678 andrew@agclawfirm.com
County:	Los Angeles	**Undergraduate School:**	Univ of California at Los Angeles; CA
District:	District 2		
Sections:	Public Law	**Law School:**	Pepperdine Univ SOL; Malibu CA

Status History

Effective Date	Status Change
Present	Active
12/7/2001	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

THE STATE BAR OF CALIFORNIA

Friday, October 23, 2015

ATTORNEY SEARCH

Richard Hai Lam - #251590

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	251590		
Address:	Alvarez-Glasman & Colvin 13181 Crossroads Pkwy N Ste 400 City of Industry, CA 91746 Map it	**Phone Number:**	(562) 699-5500
		Fax Number:	(562) 692-2244
		e-mail:	RLam@AGCLawFirm.com
County:	Los Angeles	**Undergraduate School:**	Univ of California Riverside; CA
District:	District 2		
Sections:	None	**Law School:**	Loyola Law School; Los Angeles CA

Status History

Effective Date	Status Change
Present	Active
12/3/2007	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

THE STATE BAR OF CALIFORNIA

Friday, October 23, 2015

ATTORNEY SEARCH

Iain James MacMillan - #297655

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	297655		
Address:	Alvarez-Glasman & Colvin Ste 400 - West Tower 13181 Crossroads Pkwy North City of Industry, CA 91746 Map It	**Phone Number:**	(619) 248-8904
		Fax Number:	Not Available
		e-mail:	iain.macmillan22@gmail.com
County:	Los Angeles	**Undergraduate School:**	Univ of California at Los Angeles; CA
District:	District 2		
Sections:	Public Law	**Law School:**	Emory Univ SOL; Atlanta GA

Status History

Effective Date	Status Change
Present	Active
6/4/2014	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

Start New Search »

Attachment "B"

CITY OF INDUSTRY

Incorporated June 18, 1957

Use Permit

Alvarez-Glasman & Colvin
13181 Crossroads Parkway #400
City of Industry, CA 91746

Date of Issuance: 09/22/2015
Use Permit No. UP15-000339

Approved by: _____
Senior Planner (seal)

CITY OF INDUSTRY
Use Permit Conditions

APPLICANT: Arnold-Glasman & Colvin
LOCATION: 13181 Crossroads Parkway #400
USE: Legal Services

Use Permit Conditions:

1. Off-street parking shall be provided at all times in accordance with the originally approved site plan and shall be maintained in a clean and attractive manner (trash, litter, or other materials shall be removed regularly).

2. No outside storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed, unless approved by the Planning Director.

3. All exterior surfaces of all buildings and appurtenances shall be painted and kept graffiti free.

4. All landscaped areas shall be maintained in a healthy, well-kept and good condition, and kept weed free.

5. All trash containers shall be kept in a designated trash enclosure structure.

6. Emergency fire facilities (hydrants) shall be kept free and unobstructed at all times.

7. No outside display of goods, wares, or merchandise shall be permitted, unless approved by the Planning Director.

8. All signs, banners, pennants, flags or other outside advertising materials or structures must be approved by the City.

9. All mechanical equipment shall be painted and screened from public view.

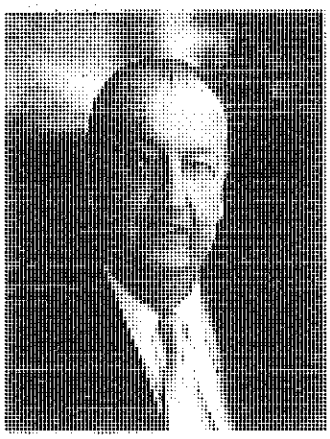
10. Adequate landscaping, including automatic irrigation, shall be shown to exist on the property in conformance with the originally approved landscape plan, or a landscape and automatic irrigation plan shall be approved by the Planning Director and landscaping and automatic irrigation shall be installed by the applicant in substantial conformity therewith.

11. All areas used for vehicle or trailer parking or storage shall be paved with asphalt, concrete or a City approved equivalent.

No. UP15-000339

Attachment "C"

ROGER A. COLVIN
Senior Partner



Municipal and Public Sector Experience

- **City of Pomona –**
  Deputy City Attorney
  (1989 to Present)

- **City of Montebello –**
  Deputy City Attorney
  (1999 to 2005; 2008 to Present)

- **City of Pico Rivera –**
  Deputy City Attorney
  (2000 to Present)

- **County of San Bernardino –**
  Special Counsel
  (2014 to Present)

- **City of Bell Gardens –**
  Deputy City Attorney
  (2003 to Present)

- **City of Chico –**
  Deputy City Attorney
  (2014 to Present)

- **City of Huntington Park –**
  Deputy City Attorney
  (2015 to Present)

- **Central Basin Municipal Water District –**
  Special Counsel
  (2015 to Present)

  General Counsel
  (2014 to 2015)

- **City of West Covina –**
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2014 to Present)

  Deputy City Attorney
  (2000 to 2014)

RAC

EDUCATION

- Juris Doctor, University of San Fernando Valley College of Law (1975)
- Bachelor of Arts, University of Southern California (1971)

ADMISSIONS

- California
- United States District Court
- United States Court of Appeal – Ninth Circuit

PRACTICE AREAS

- Litigation
- Police and Public Safety
- Public Agency and Municipal Law

CONTACT

P 562.699.5500

F 562.692.2244

E rcolvin@agclawfirm.com

- Town of Yountville –
  Assistant Town Attorney
  (2009 to 2015)

- **Municipal and Public Sector Experience and Specialization**

Mr. Colvin heads the Firm's Litigation Practice Group, with more than thirty (30) years of litigation experience in a broad range of legal fields. His practice focuses on all phases of liability defense, including civil rights proceedings, police misconduct, premises liability, sexual harassment, and other complex public agency and civil litigation cases. Mr. Colvin has served as legal counsel for the police department of West Covina and continues to serve as legal counsel for the police departments of Pomona, Bell Gardens, Montebello, and Huntington Park, as well as counsel to the police chiefs of said departments and currently serves as special counsel for the County of San Bernardino.

Recently, Roger successfully defended the City of Pomona and four officers in an intricate police shooting/wrongful death civil rights lawsuit involving a lengthy police chase that resulted in the death of a suspect who proved to be unarmed. *Estate of Hernandez V. City of Pomona, et al.* After a two-week federal court jury trial, Roger achieved a defense verdict and a successful post-trial motion based upon the doctrine of qualified immunity. After the federal trial, plaintiffs filed a new action in state court alleging police negligence liability arising out of the incident. The state court judge dismissed the lawsuit on res judicata and collateral estoppel grounds. Plaintiffs filed an appeal.

This case was heard before a three-judge panel of the Second District Court of Appeal which ruled that plaintiffs' subsequent filing in state court addressing negligence issues could proceed to trial, in spite of the federal court jury verdict in favor of the officers. The California Supreme Court unanimously agreed to hear the issue of whether police officers cleared in federal civil rights charges in the fatal shooting of a suspect could later be held liable in state court for negligence. After presenting oral argument before the California Supreme Court, the Supreme Court ruled in favor of the City and determined that the presentation made by Mr. Colvin was persuasive in overturning the Court of Appeal.

In another recent federal civil rights lawsuit, Roger defended the City of Pomona and four police officers in an excessive force 42 U.S.C. § 1983 civil rights action which was tried before the Honorable United States District Court Judge Dale S. Fischer. *Enrique Anguiano v. City of Pomona, et al.* Plaintiff, a 22 year old diagnosed with paranoid schizophrenia, alleged that four Pomona police officers beat him with batons and used tasers, without cause. As a result the confrontation, plaintiff received a compound fracture of the humerus. After a weeklong trial, the jury found unanimously for the City and the four officers.

In another alleged police misconduct federal civil rights action, Roger successfully defended the City of West Covina and a West Covina police officer in a case pertaining to false arrest and alleged violation of First Amendment rights. *Christopher Nuhfer v. City of West Covina et al.* After a weeklong jury trial before the Honorable Christina Snyder, a federal jury unanimously reached a verdict on behalf of the City and the West Covina Police officer.

RAC

In another civil rights/wrongful death police shooting case, Roger successfully defended the City of Pomona and several of its police officers in a state court action. The suspect was shot by a Pomona officer although it was later discovered that the suspect was unarmed. *Cummings v. City of Pomona, et al.* Jurors concluded that although the suspect was unarmed, the police officer's use of deadly force was reasonable and justified based upon the circumstances he faced.

Roger has also served on the panel for the Los Angeles Community College District and has represented the District in numerous cases over the years. An additional professional achievement of Roger is serving as the attorney in the published opinion of *People v. Hunter*, 68 Cal.App.3d 389.

Roger has served as a Judge Pro Tem in the East Los Angeles and Alhambra Courts and has been recently selected to the Los Angeles Superior Court's Neutral Evaluation ("NE") Panel to mediate civil litigation cases prior to formal mediation and trial.

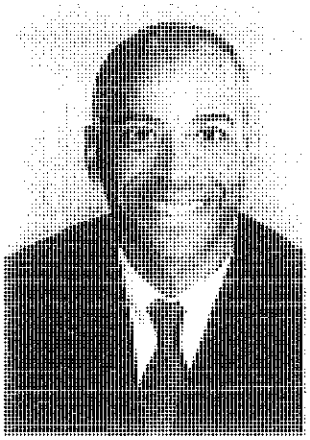
Service, Awards, Publications and Speaking Engagements

- Judge Pro Tem, East Los Angeles and Alhambra Municipal Courts
- Arbitrator, East Los Angeles and Alhambra Municipal Courts
- "Sexual Harassment Prevention & Avoidance Training" for Bell Gardens Police Department and West Covina Police Department (Spring 2008)
- Teaching Credential Business Law
- Pro Bono Services - City of Santa Fe Springs Low-Income and Senior Citizens - 25 years
- President/Board of Directors, The OCRS Foundation

RAC

VINCENT C. EWING

Partner



Municipal and Public Sector Experience

- **City of Chico –**
  City Attorney
  (2014 to Present)

- **Long Beach Transit –**
  General Counsel
  (Present)

- **City of Montebello**
  Special Counsel
  (2013 to present)

- **City of Pico Rivera –**
  Deputy City Attorney
  (2013 to Present)

- **City of Pomona –**
  Deputy City Attorney
  (2013 to Present)

- **Lynwood Unified School District –**
  Special Counsel
  (2013 to Present)

- **County of San Bernardino –**
  Special Counsel
  (July 2014 to Present)

- **City of West Covina –**
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2014 to present)

  Deputy City Attorney
  (2013 to 2014)

- **City of Huntington Park –**
  Deputy City Attorney
  (2015 to Present)

EDUCATION

- Juris Doctor, Howard University, Washington DC (1991)
- Visiting Scholar, University of Pennsylvania School of Law (1990)
- Bachelor of Arts, University of California, Los Angeles (1988)

ADMISSIONS

- California
- United States District Court
- United States Tax Court

PRACTICE AREAS

- Public Agency and Municipal Law
  Land Use and Planning
- Election Law and Initiative Process
- Labor and Employment
  Litigation
- Police and Public Safety
- Public Works and Government
  Contracting
- Transportation

CONTACT

P 562.699.5500
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E vewing@agclawfirm.com

VCE

- **Beverly Hills Unified School District** –
  General Counsel
  (2014 to 2015)

- **Alameda-Contra Transit District** –
  General Counsel
  (2011 to 2012)

- **City of East Palo Alto** –
  City Attorney
  (2009 to 2011)

- **City of Santa Rosa** –
  Assistant City Attorney, Community Development Department, Redevelopment Agency and Housing Authority, Transportation and Public Works
  (2006 to 2009)

- **City of Los Angeles** –
  Deputy City Attorney, Prosecutor and Civil Litigator
  (1999 to 2006)

- **County of Los Angeles** –
  Law Clerk, Office of the District Attorney
  (1989)

Specialization

Municipal Law

Vincent has experience in all areas of public agency law, having served as Deputy Director to a community college district, General Counsel to a transit district and currently as City Attorney, Assistant City Attorney and Special Counsel for cities and other public agencies, where he advises elected and appointed boards, city councils, commissions, administrators and managers on myriad legal issues involving district, city, county, state and federal laws, regulations and policies.

Litigation

Vincent has successfully defended special districts and cities in state and federal courts on issues ranging from CEQA, land use, zoning and planning, real property entitlements, police power, civil rights, personal injury and premises liability, elections and initiatives to the Brown Act. He has prosecuted and litigated over 100 jury trials to verdict.

- Castillo v. City of Los Angeles, et al. Civil rights (police shooting); defense verdict.
- Hernandez v. City of Los Angeles, et al. Civil rights (wrongful death); FRCP Rule 50 motion granted; all police officers dismissed; defense verdict on remaining causes of action, except negligence -- jury found city engaged in some negligence, awarded decedent's family $103,000; plaintiffs' demand: $50,000,000; city's exposure: $35,000,000.

- Singh v. AC Transit. Wrongful termination; negotiated settlement on the eve of trial; zero payout by district.
- Woodland Park Management (Page Mill) v. City of East Palo Alto. Brown Act, facial challenge; several lawsuits related to city's rent stabilization ordinance; negotiated global settlement: $385,000 to city.

Policy

- Drafted and put rent stabilization ordinance on ballot.
- Drafted urgency interim ordinance on the establishment of medical marijuana dispensaries. Coordinated with city manager, planning division and police department to hold study sessions and community meetings.
- Drafted staff report, ordinances and resolutions to adopt 2010 building codes and to execute a memorandum of understanding with Menlo Park Fire District for services.
- Revised a below-market-rate-housing in-lieu fee ordinance; prepared staff report and resolution for study session.

Contracts

- Reviewed, revised and advised on numerous piggyback contracts for community college district and transit district.
- Negotiated, reviewed and revised joint powers authority bus service agreement for city and transit district: Dumbarton Express.
- Revised and negotiated multi-year water supply agreement with the City and County of San Francisco.
- Prepared and issued request for proposals for professional services and construction services. Reviewed cost proposals and negotiated better rates and increased DBE/SLBE participation for community college and transit district.
- Reviewed and approved all contracts for community college district, transit district and city departments; drafted project labor agreement, labor compliance monitor agreement, general manager contract, pouring rights contract, facilities use contract, vending contract, interim city manager contract, city manager contract, special code enforcement counsel contract, memorandums of understanding with K-12 unified school districts, senior shuttle service contracts, citywide street sweeping contract, numerous other consultant contracts and licensing and use agreements with other local agencies.
- Reviewed and approved amendments to development agreements and advise redevelopment agencies regarding the same.
- Negotiated, revised and advised on Bus Rapid Transit project engineering contract.
- Negotiated and revised solid oxide fuel cell contract with an energy company.
- Negotiated and revised biogas contract with a petroleum company.
- During violent occupy movement protest, negotiated and drafted an inter-agency mutual aid agreement with City of Oakland to use transit district buses, drivers, Alameda County Sheriff deputies and Oakland Police Department officers to transport detainees from Oakland to the Santa Rita Jail (Dublin, Alameda County).

VCE

Labor and Employment

- Conducted 360° employee disciplinary investigation and advised general manager and human resources director on the same.
- Advised general manager and human resources director on numerous employee and labor-related disciplinary matters up to an including termination.
- Conducted Skelly hearings and arbitrations.
- Negotiated 3-year collective bargaining agreement between city and union.
- Drafted personnel/employee handbooks for human resources transit district and city departments.
- Advised general manager and board of directors on executive disability, executive staff contracts and leave balances.

Finance and Revenue

- Represented transit district in certificate of participation transaction. Reviewed, revised and negotiated term sheet, credit agreement and security documents.
- Foreclosed property for transit district.

Public Works

- Coordinated with city manager, finance, engineering, maintenance, building, code enforcement and police department to provide on-call support to engineering department to remove fences encroaching on the public right-of-way at three locations to facilitate the city's street and sidewalk improvements for grant-funded Safe Routes to School Program.
- Reviewed, revised, drafted RFP's for bond-funded construction for community college district.
- Responded to stop notices and other mechanic's lien-related matters for public works construction at community college district.

Brown Act, Elections Code and Public Records Act

- Advised general manager, city manager, president, vice presidents, deans and department staff on all aspects of district and city business, including operations, purchasing, contracts, warehouse, public works/construction, human resources, planning, real estate, environmental, energy, safety and security, risk management, finance, marketing and revenue-generation initiatives, auxiliary, public meetings, parliamentary procedures, conflicts of interest and elections.
- Reviewed and revised staff reports for transit district, community college district and city departments before public meetings.
- Coordinated with departments in transit district, community college district and cities to gather responsive documents to subpoenas and Public Records Act requests.

Land Use and Environmental

- Reviewed environmental documents and made National Environmental Policy Act legal sufficiency determination for transit district's signature project: Bus Rapid Transit.
- Advised community college district, transit district and cities on issues and litigation arising under the California Environmental Quality Act.
- Advised cities on entitlements, exactions, zoning, general and specific plans, takings, easements and rights of way.

Code Enforcement

- Addressed code issues, ranging from abatement of dangerous conditions on properties to the development of comprehensive strategies for code compliance.
- Executed administrative inspection and abatement warrants for property resulting in the demolition of the structure.
- Participated in abatement efforts and nuisance abatement hearings regarding properties.
- Monitored on-going nuisance activity with police department and coordinated drug and gang abatements.

Public Safety

- Defended police officers, cities and departments in numerous civil rights cases.
- Advocated against the release of police officers' personnel records at Pitchess hearings.
- Advised police chiefs, fire chiefs, city managers and human resource directors on personnel and disciplinary matters.

VCE

ANDREW L. JARED
Partner



- **Municipal and Public Sector Positions**

  - **City of Pomona** –
    Assistant City Attorney
    (2007 to Present)

    Deputy City Attorney
    (2006 to 2007)

  - **City of Chico** –
    Assistant City Attorney
    (2014 to Present)

  - **Banning Library District** –
    General Counsel
    (2015 to Present)

  - **Central Basin Municipal Water District** –
    Assistant General Counsel
    (2014 to 2015)

    Special Counsel
    (2015 to Present)

  - **City of Montebello** –
    Deputy City Attorney
    (2008 to Present)

  - **City of Bell Gardens** –
    Deputy City Attorney
    (2003 to Present)

  - **City of Pico Rivera** –
    Deputy City Attorney
    (2007 to Present)

  - **City of Huntington Park** –
    Deputy City Attorney
    (2015 to Present)

EDUCATION

- Juris Doctor, Pepperdine University, School of Law (2001)
- Masters of Science in Environmental Management, University of London, Wye College (1999)
- Bachelor of Arts in Geography, University of California, Los Angeles (1993)

ADMISSIONS

- California
- United States District Court

PRACTICE AREAS

- Public Agency and Municipal Law
- Land Use and Planning
- Redevelopment Transition
- Real Estate Law
- Labor and Employment
- Legislative Advocacy
- Election Law and Initiative Process
- Litigation
- Construction Law

CONTACT

P 562.699.5500
F 562.692.2244
E ajared@agclawfirm.com

AJJ

- **City of West Covina –**
  Deputy Special Counsel to the City of West Covina and
  to the West Covina Successor Agency
  (2014 to Present)

  Deputy City Attorney, Community Development Commission
  And Finance Authority General Counsel
  (2006 to 2014)

  Deputy General Counsel to the West Covina Successor Agency
  (2012 to 2014)

- **Beverly Hills Unified School District –**
  Deputy General Counsel
  (2014 to 2015)

- **Town of Yountville –**
  Deputy Town Attorney
  (2009 to 2015)

- **Other Legal Employment**

  - **Law Offices of Zimmerman & Kahanowitch –**
    Civil Litigation and Insurance Defense
    (2002-2006)

  - **Los Angeles City Attorney's Office –**
    Law Clerk, Criminal Division
    (2000-2001)

  - **City of El Monte –**
    Intern, Community Redevelopment Agency
    (1999-2000)

- **Specialization**

Municipal Law Experience

Andrew presently serves as the Assistant City Attorney for the cities of Pomona and Chico. He is in regular contact with members of the City Council, and represents the Office of the City Attorney at closed and open sessions of Council meetings. He also serves as general counsel for the Banning Library District.

He provides legal advice and counsel to all departments within our client cities, from police to planning, from redevelopment to recreation. He is responsible for drafting ordinances, reviewing staff reports, preparing legal opinions and finalizing resolutions. He has prepared legal opinions on matters relating to zoning and planning, historic preservation, redevelopment law, the application of Proposition 218, housing issues, CEQA and environmental laws, as well as many other matters involving state law and municipal codes.

AJJ

He is also responsible for the drafting, negotiation and interpretation of contracts and redevelopment agreements. He has successfully negotiated numerous contracts involving public works projects, real estate/redevelopment projects, financial and investment advisory services, environmental review, water service and equipment leasing.

Land Use/ Environmental/Historic Preservation

Andrew has extensive experience regarding compliance with the California Environmental Quality Act (CEQA). He has represented municipal clients in several writs of mandate defending approval of development rights.

He has advised staff on several major projects, including those related to hospital construction, specific plan adoption, infill mixed-use development, historic preservation ordinance compliance and code compliance.

He provides advice to planning staff on land use and historic preservation laws, and interpretations of zoning and planning law. He has advised staff and prosecuted the cases for revocation of Conditional Use Permit against restaurants with full liquor license (Type 47) operating as a nightclub.

He has advised planning staff on general plan and specific plan amendments, as well as general plan renewal.

Litigation

As a civil litigator, Andrew has completed over 350 depositions. He has represented developers, subcontractors, and government agencies in tort, construction and insurance litigation. While at his former employer, he specialized in insurance coverage and complex litigation. He tried his first jury trial and twelve bench trials while still in law school during an internship at the Los Angeles City Attorney's Office. On behalf of municipal clients, he has prosecuted claims, including a writ of mandate, against an illegally operating medical marijuana dispensary and abatement proceedings against tobacco shops. He has defended and counseled clients in CEQA suits and mandamus proceedings.

Contracts and Franchises

On a daily basis Andrew reviews, advises staff, and interprets contracts for basic city services (e.g., street sweeping, building inspection services, and public works), as well as more complicated personnel matters (e.g., personnel MOU's). He has negotiated towing franchise agreements and amendment to the city code for franchising of direct transfer facilities. He has advised on the applicability of state codes and county ordinances on the local regulation of ambulance services.

Police and Personnel Matters

Andrew has advised the Chief of Police and Human Resources Director on personnel matters and police disciplinary procedures, including Notices of Intent and *Skelly* proceedings. He has appeared at worker's compensation and unemployment insurance appeals hearings. He has appeared at numerous *Pitchess* motions in regard to release of police personnel materials. He has negotiated the terms of employment contracts and separation agreements for various employees and directors, including chiefs of police.

AJJ

Public Records Act, Brown Act, and Elections Code

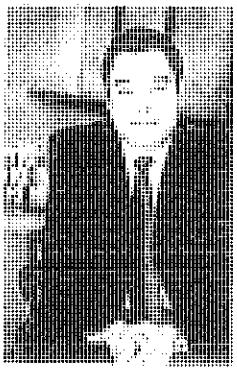
Andrew routinely advises staff on the Public Records Act and Brown Act. He has made presentations on Public Records Act compliance. In regard to public records compliance by police personnel, he has spoken before the Inland Chapter of the California Law Enforcement Association of records supervisors. He has provided opinions to the offices of the city clerk and council members regarding elections code interpretations. He drafted an ordinance and all supporting materials for modernization of the Telephone User Utility Tax, which was successfully adopted by the voters at the November 2009 election.

Service, Awards, Publications and Speaking Engagements

- Editor, Chapter 2, Municipal Law Handbook, CEB/League of California Cities, Committee, 2013 - 2015
- "Law Enforcement Agencies and he Public Records Act", California Law Enforcement Association of Records Supervisors, Inland Chapter, April 2008
- Member, Mt. San Antonio College Citizens' Oversight Board, 2014 – Present
- Chair, City of Glendora, Planning Commission, 2013 - 2014
- Commissioner, City of Glendora, Planning Commission, 2011 - Present
- Member, Rotary International, Pomona Rotary Club, 2011 – Present
- Rotary Youth Leadership Awards (RYLA), District 5300, Facilitator, 2013
- Member, City of Glendora, Glendora Trails Committee, 2003 -2011
- Coach, Glendora Youth Volleyball, 2013
- Coach, Glendora Youth Basketball, 2012
- Mothers and Fathers in Sympathy and Support (M.I.S.S.) Foundation, Co-Founder Arcadia Chapter, 2002-2010; Glendora Chapter, 2010- 2013
- Assistant Coach, Glendora Lassie League Softball, 2010 - 2011
- Assistant Cubmaster, Cub Scout Pack 493, 2011 – 2013

RICHARD H. LAM

Senior Associate



- Juris Doctor, Loyola Law School (2007)
- Bachelor of Arts, University of California, Riverside (2001)

ADMISSIONS

- California
- United States District Court

PRACTICE ARE

- Litigation
- Public Agency and Municipal Law
- Police and Public Safety
- Labor and Employment
- Construction Law

Municipal and Public Sector Experience

- **City of Pomona –**
  Deputy City Attorney
  (2008 to Present)
- **City of Bell Gardens –**
  Deputy City Attorney
  (2008 to Present)
- **City of Pico Rivera –**
  Deputy City Attorney
  (2008 to Present)
- **City of Chico –**
  Deputy City Attorney
  (2014 to Present)
- **City of Montebello –**
  Deputy City Attorney
  (2008 to Present)
- **City of Huntington Park –**
  Deputy City Attorney
  (2015 to Present)
- **City of West Covina –**
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2014 to Present)

  Deputy City Attorney
  (2008 to 2014)
- **Beverly Hills Unified School District –**
  Deputy General Counsel
  (2014 to 2015)
- **Town of Yountville –**
  Deputy Town Attorney
  (2009 to 2015)

CONTACT

P 562.699.5500
F 562.692-2244
E rlam@agclawfirm.com

RHL

- Specialization

Richard H. Lam is a Senior Associate attorney in the litigation practice of Alvarez-Glasman & Colvin. He represents municipal clients in a wide variety of civil actions and business lawsuits involving issues such as breach of contract, construction defect, premise liability, labor/employment and eminent domain matters.

Richard's appellate experience consists of argument before the California Court of Appeal, Second Appellate District in a case involving the legality and application of California controversial anti-SLAPP statute pursuant to California Code of Civil Procedure § 425.16. The Court of Appeal's opinion was certified for publication on February 5, 2010.

Richard is experienced in Police and Public Safety issues including Pitchess motions, peace officer training/procedures and lawsuits alleging violations of Civil Rights under the United States Code § 1983.

Richard also practices in the firm's transactional group where he specializes in the areas of land use, planning, zoning, public contracts, the Public Records Act, the Brown Act and code enforcement. He has represented local agencies including cities, school boards, water districts as well as private corporations in a variety of transactional matters.

Richard is experienced working with municipal clients on a variety of real estate law issues, in particular local legislation regarding foreclosures and mortgages. Mr. Lam was also a keynote speaker as an expert in the area of foreclosures and local legislation at the League of California Cities 2008 Annual Conference.

Prior to joining Alvarez-Glasman & Colvin, Richard litigated cases in the areas of general liability, employment discrimination and commercial transactions. He holds a Juris Doctor from Loyola Law School. Following his first year in law school, Richard placed in the top 5% of his class. While in law school, he was certified by the IRS to serve as a site supervisor in the Volunteer Income Tax Assistance (VITA) program which provides free income tax service to low-income, elderly, disabled and limited English speaking people. In addition, Richard studied law abroad in Cantabria, Spain. Prior to law school, Richard attended the University of California, Riverside where he earned a Bachelor of Arts degree in both History and Law & Society.

Service, Awards, Publications and Speaking Engagements

Clean It or Lien It: Foreclosures and Local Legislation, presented at the League of California Cities Annual Conference, September 2008.

Dealing with Foreclosed or Abandoned Properties, published in Western Cities Magazine, March 2009.

RHL

IAIN J. MacMILLAN
Associate



Municipal and Public Sector Experience

- **City of Pomona –**
  Deputy City Attorney
  (2014 to Present)
- **City of Bell Gardens –**
  Deputy City Attorney
  (2014 to Present)
- **City of Pico Rivera –**
  Deputy City Attorney
  (2014 to Present)
- **City of Montebello –**
  Deputy City Attorney
  (2014 to Present)
- **City of Chico –**
  Deputy City Attorney
  (2014 to Present)
- **City of Huntington Park –**
  Deputy City Attorney
  (2015 to Present)
- **City of West Covina –**
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2014 to Present)
- **Beverly Hills Unified School District –**
  Deputy General Counsel
  (2014 to 2015)
- **Town of Yountville –**
  Deputy Town Attorney
  (2014 to 2015)

EDUCATION

- Juris Doctor, Emory University School of Law, (2013)
- Bachelor of Science, University of California, Los Angeles (2008)

ADMISSIONS

- California
- United States District Court

PRACTICE AREAS

- Municipal Law
- Employment Law
- Education Law

CONTACT

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IM

Specialization

Iain is a graduate of Emory University School of Law. While at Emory, he completed an externship with The Coca-Cola Company, providing analysis on branding and marketing efforts of Coke on emerging social media and on-line platforms.

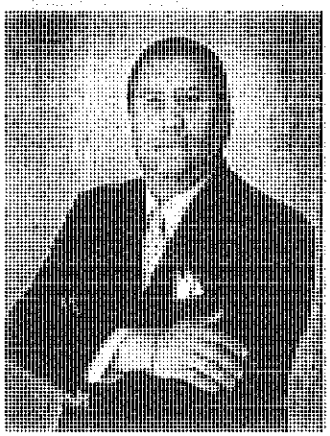
He also completed an externship with the Equal Employment Opportunity Commission (EEOC). He assisted EEOC attorneys with Title VII, age discrimination, and ADA claims. He also conducted client interviews and drafted numerous settlement agreements.

Iain has also successfully obtained preliminary injunctions and other orders against numerous medical marijuana dispensaries throughout the San Gabriel Valley. He is known as a leading lawyer in the laws of medicinal marijuana and in addressing restricting and regulating dispensaries in this fast growing area of the law.

IM

ARNOLD M. ALVAREZ-GLASMAN

Managing Partner



- **Municipal and Public Sector Experience**

  - **City of Pomona –**
    City Attorney, Redevelopment Agency and Finance Authority General Counsel
    (1989 to Present)

  - **City of Montebello –**
    City Attorney, Redevelopment Agency and Finance Authority General Counsel
    (1999 to 2005; 2008 to Present)

  - **City of Bell Gardens –**
    City Attorney, Community Development Commission and Finance Authority General Counsel
    (2003 to Present)

  - **City of Pico Rivera –**
    City Attorney
    (2007 to Present)

    Assistant City Attorney, Redevelopment Agency and Finance Authority General Counsel
    (2000 to 2005)

  - **City of Huntington Park –**
    City Attorney
    (2015 to Present)

  - **Central Basin Municipal Water District –**
    Special Counsel
    (2015 to Present)

    General Counsel
    (2014 to 2015)

  - **City of West Covina –**
    Special Counsel to the City of West Covina and to the West Covina Successor Agency
    (2014 to Present)

    City Attorney, Community Development Commission and Finance Authority General Counsel
    (2000 to 2014)

EDUCATION

- Juris Doctor, Loyola Law School (1977)
- Bachelor of Arts, with honors, California State Polytechnic University, Pomona (1974)

ADMISSIONS

- California
- United States District Court
- United States Tax Court

PRACTICE AREAS

- Public Agency and Municipal Law
- Land Use and Planning
- Redevelopment Transition
- Labor and Employment
- Legislative Advocacy
- Election Law and Initiative Process

CONTACT

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E aglasman@aaglawfirm.com

AMAG

General Counsel to the West Covina Successor Agency (2012 to 2014)

- **Town of Yountville –**
  Town Attorney
  (2009 to 2015)

- **City of Baldwin Park –**
  City Attorney
  (1998 to 2003)

  Redevelopment Agency General Counsel
  (1996 to 2003)

- **City of South El Monte –**
  City Attorney
  (2001 to 2003)

- **City of South Gate –**
  City Attorney, Redevelopment Agency and Finance Authority General Counsel
  (1992 to 1999)

Specialization

Municipal Law Experience

As an attorney for over 35 years, Arnold M. Alvarez-Glasman has extensive experience in all areas of public agency law, specializing in municipal and redevelopment agency representation. He is the founding and managing partner of the Firm and is one of California's leading municipal practitioners. His experience includes the representation of city councils, city manager and all levels of city operations. He has specialized in general municipal law, redevelopment/real estate negotiations and law, land use and planning matters, contract negotiation and preparation, and general administrative litigation. As a leading municipal practitioner, Arnold has lectured elected officials, department heads, and city attorneys at various League of California conferences and seminars. He is the City Attorney Department Presidential Appointee Representative to the League's Legal Advocacy Committee. He is also a member of the International Council of Shopping Centers.

For the past 25 years, he has dedicated his legal services to representing cities and redevelopment agencies. Arnold's broad range of experience allows him to address the unique challenges faced by local governments.

Redevelopment and Housing Law Experience

Arnold has successfully negotiated numerous Disposition and Development Agreements, Owner Participation Agreements, Development Agreements, and Exclusive Negotiating Agreement on behalf of the Firm's Redevelopment Agency clients. In the areas of land use and planning, he participates in the entitlement process involving the consideration of

conditional use permits, zone variances, specific plans, General Plan updates, and tentative tract maps.

CEQA, NEPA, Real Estate, Environmental Issues, Hazardous Waste, Land Use and Other Related Law Experience

Arnold has 30 years of land use and planning experience, both as a municipal practitioner and as a policy maker. He has counseled clients in all areas of land use, CEQA, real estate law, hazardous waste issues, including NEPA, and environmental matters. In addition to his practical experience as a former City Councilmember, he has represented city councils, planning commissions and planning staff on a daily basis for over 35 years.

He has managed a variety of planning issues including, but not limited to, general plan amendments, conditional use permit adoption, modification and revocation, subdivision map act issues, specific plan adoption and implementation, planned development, adult entertainment issues, general plan conformity, density bonus issues, variances, procedural issues and regional projects.

Other Areas of Specialization And Practice Areas

- Brown Act compliance
- Political Reform Act and Government 1090 issues
- Election Law
- Public Contract Code compliance
- Real Estate law
- Land Use and Planning Law
- Public Records Act compliance
- Municipal and Public Agency Law

Public Services Organizations

- California YMCA and Government
  Board of Directors 1997 to present
  Past Chairman of the Board
- Former Beverly Hospital Foundation Board Member
- Former Lions Club member
- Former Member of the Montebello City Council and served three terms as Mayor

AMAG

SCOTT E. NICHOLS

Partner

- **Municipal and Public Sector Experience**

  - **Southeast Area Animal Control Authority ("SEAACA") -**
    General Counsel
    (1993 to Present)

  - **City of Pico Rivera –**
    Assistant City Attorney
    (2007 to Present)

    City Attorney
    (1993 to 2000)

    Deputy City Attorney
    (1979 to 1993)

  - **City of Pomona -**
    Deputy City Attorney
    (2000 to Present)

  - **City of Montebello –**
    Deputy City Attorney
    (1999 to 2005; 2008 to Present)

  - **City of Bell Gardens –**
    Deputy City Attorney
    (2003 to Present)

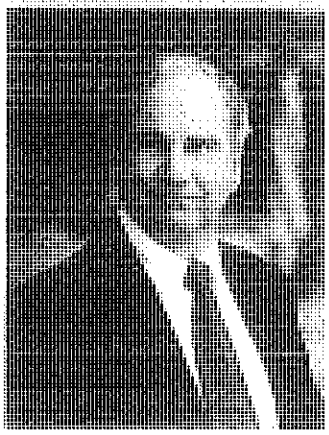
  - **City of Chico –**
    Deputy City Attorney
    (2014 to Present)

  - **City of Huntington Park –**
    Deputy City Attorney
    (2015 to Present)

  - **City of West Covina -**
    Special Counsel to City of West Covina and to the West Covina Successor Agency
    (2014 to Present)

    Assistant City Attorney
    (2000 to 2014)

SEN



EDUCATION

- Juris Doctor, Pepperdine University School of Law (1975)
- Bachelor of Arts, University of Southern California (1968)

ADMISSIONS

- California State Bar
- United States District Court

PRACTICE AREAS

- Public Agency and Municipal Law
- Land Use and Planning
- Redevelopment Transition
- Real Estate Law
- Public Works and Government Contracting
- Construction Law
- Election Law and Initiative Process
- Affordable Housing and Regulation

CONTACT

P 562.699.5500

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E snichols@agclawfirm.com

- **Beverly Hills Unified School District –**
  Deputy General Counsel
  (2014 to 2015)

- **Town of Yountville –**
  Deputy Town Attorney
  (2009 to 2015)

- **City of South Pasadena Community Redevelopment Commission -**
  Assistant City Attorney & Special Counsel
  (2006 to 2009)

- **City of Walnut -**
  City Attorney
  (1980 to 2006)

- **City of South Pasadena –**
  Deputy City Attorney
  (2006-2007)

- **City of Lakewood -**
  Assistant City Attorney
  (1979 to 1991)

- **City of La Puente -**
  Assistant City Attorney
  (1979 to 1991)

- **Clark Fergus & Associates -**
  General Law Practice
  (1977 to 1979)

- **City of Tustin -**
  Deputy City Attorney
  (1975 to 1977)

- **City of Fountain Valley -**
  Special Redevelopment Counsel
  (1976)

- **Other Legal Employment**

  - **Siegel & Nichols -**
    Long Beach, CA
    General practice firm specializing in municipal law–
    Principal Partner
    (1991 to 2000)

SEN

- **Todd & Siegel -**
  General practice firm specializing in municipal law–
  Member
  (1979 to 1991)

- **Rourke & Woodruff -**
  General Law practice specializing in municipal law –
  Member
  (1975 to 1977)
  Law Clerk
  (1973 to 1975)

Specialization

Redevelopment and Housing Law

Scott's extensive legal experience is the result of 40 years of diversified practice in Municipal Law, Litigation, Mandamus, and other special proceedings, including extensive experience in redevelopment, housing, land use, environmental, subdivisions, mobile home rent control, zoning and public works contracts. During his tenure, Scott has attended thousands of City Council, Redevelopment and Planning Commission meetings.

Scott has participated in the negotiation, drafting and completion of Disposition and Development Agreements, Exclusive Negotiating Agreements, Business Assistance Agreements, Relocation Assistance Agreements, Housing Project Agreements, Real Property Purchase Agreements, Real Property Exchange Agreements, Development Agreements, Escrow Assignment Agreements and Loan Agreements. On a daily basis, Scott drafts numerous other real estate transactional documents such as estoppel certificates, promissory notes, deeds of trust, commercial and residential leases, ground leases, deeds and related escrow documents.

Before joining AGC in February 2000, Scott was a principal partner with the law firm of Siegel and Nichols, a firm specializing in municipal law. Scott was the City Attorney for the City of Walnut for twenty-five years, and spent twenty years representing the City of Pico Rivera and the Pico Rivera Redevelopment Agency. He also serves as Assistant or Deputy City Attorney for the cities of West Covina, Pomona, Bell Gardens, Pico Rivera and Montebello and served as Deputy City Attorney for the cities of South Gate, South El Monte, and Baldwin Park where his primary work focused on land use and redevelopment.

During Scott's tenure as Lakewood Assistant City Attorney, he successfully acted as lead litigation counsel on behalf of the City in several cases involving public works construction, constitutional challenges, land use zoning challenges, personnel, wrongful termination, nuisance abatement, code enforcement and administrative hearings.

Scott's strength in providing practical solutions to complex city issues has earned him the respect of the legislative bodies that he represents. His versatility in addressing an array of complex municipal matters has created a portfolio of successful results both in and out of the city council chambers and courtrooms.

SEN

Scott has a proven track record of longevity in dynamic, diverse communities throughout Los Angeles County. He has dedicated his legal career to the areas of municipal law and redevelopment law.

CEQA, NEPA, Real Estate, Environmental, Hazardous Waste, and Land Use

Scott's particular area of expertise is land use planning, including Subdivision Map Act, CEQA, zoning, general plans, real estate and redevelopment. Over the past 33 years, Scott has been involved in providing land use planning advice to the cities of Lakewood, Pico Rivera, La Puente, Walnut, Baldwin Park, Tustin, Pomona and West Covina. Scott has also provided his land use expertise and litigations skills to the private sector, including small businesses, individuals and large corporations such as Wyle Laboratories and U-Haul Corporation.

Scott has been lead counsel in land use litigation for the Cities of Lakewood, Walnut, Pico Rivera, South El Monte, West Covina and Pomona. These cases range from simple code enforcement actions to CEQA litigation involving a large shopping center which was successfully litigated all the way to the California Supreme Court. Scott has successfully defended many general plan, zoning ordinance, CUP and variance challenges.

While Scott has the knowledge and experience to litigate land use cases, it has always been his policy to practice preventive law. Legal foresight and careful planning is more effective than costly litigation.

Litigation Experience

- Defended a challenge to a mixed-use residential/commercial/public parking redevelopment project in downtown Pomona.
- Successfully reclaimed redevelopment property from defaulting developer who sued Pomona Redevelopment Agency for constructive interest in property.
- Successfully defended challenges to subdivision denial by City of West Covina. The case has been argued on appeal, and a favorable decision for the City is expected.
- Obtained several favorable settlements for the City of Pico Rivera in public works disputes, land use litigation and zoning challenges both in State and Federal courts.
- Arranged a negotiated settlement of a CEQA challenge to the establishment of a waste transfer station, and defeated a cost and fees claim of $375,000 against the City of Pomona.
- Defeated a Writ of Mandate challenge to the denial of a permit for a day care center in West Covina.
- Successfully defended a Writ of Mandate suit contesting the revocation of a Conditional Use Permit for a small business center by the City of Pomona.

SEN

JOHN W. LAM

Partner

- **Municipal and Public Sector Experience**

  - **City of Bell Gardens** –
    Assistant City Attorney
    (2009 to Present)

    Assistant Community Development Commission and Successor Agency Counsel
    (2007 to Present)

    Deputy City Attorney
    (2005 to 2009)

  - **City of Pomona** –
    Deputy City Attorney
    (2005 to Present)

  - **City of Pico Rivera** –
    City Prosecutor
    (2008 to Present)

    Deputy City Attorney
    (2005 to 2006; 2007 to Present)

  - **City of Montebello** –
    Deputy City Attorney
    (2008 to Present)

  - **City of Chico** –
    Deputy City Attorney
    (2014 to Present)

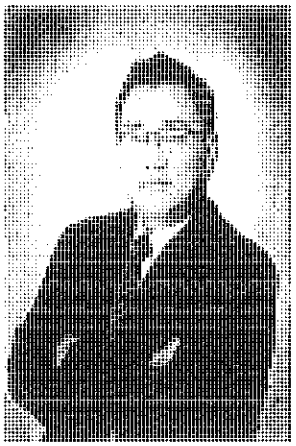
  - **City of Huntington Park** –
    Deputy City Attorney
    (2015 to Present)

  - **City of West Covina** –
    Special Counsel to the City of West Covina and to the West Covina Successor Agency
    (2014 to Present)

    Deputy City Attorney
    (2005 to 2014)

  - **Town of Yountville** –
    Deputy Town Attorney
    (2009 to 2015)

JWL



EDUCATION

- Juris Doctor, Loyola Law School (2005)
- Bachelor of Arts, University of California, Los Angeles (2001)

ADMISSIONS

- California
- United States District Court

PRACTICE AREAS

- Public Agency and Municipal Law
- Affordable Housing and Regulation
- Code Enforcement
- Land Use and Planning
- Litigation
- Government Records and Retention
- Public Works and Government Contracting
- Redevelopment Transition
- Real Estate

CONTACT

P 562.699.5500
F 562.692-2244
E jlam@agclawfirm.com

- Specialization

Municipal/Public Agency

John has extensive municipal law experience currently serving as the Assistant City Attorney for the City of Bell Gardens. In this capacity, John advises the City Council and city departments on all areas of general municipal law such as conflicts of interest, the Brown Act, land use, public safety, public works contracts, records retention, redevelopment and code enforcement.

Land Use and Planning

John also serves as Planning Commission Counsel to the cities of Bell Gardens, Montebello, and Pico Rivera land use and zoning issues such as land use entitlements, CEQA compliance, General and Specific Plan amendments, and telecommunications issues. John also served as Commission Counsel to the Historic Preservation Commission for the City of Pomona advising on issues such as historic district formation, preservation and the Mills Act.

Municipal Code Enforcement

John serves as the City Prosecutor for the City of Pico Rivera overseeing all municipal code enforcement activities. John's code enforcement expertise includes all phases of code enforcement such as: (i) the initial ordinance review and analysis, amending and drafting ordinances; (ii) establishing and implementing administrative code enforcement programs utilizing notices of pendency, administrative citations, and abatement liens and special assessments; (iii) injunctions and inspection/abatement warrants; and (iv) criminal prosecution.

Redevelopment Transition/Housing

John also serves as the Assistant Counsel to the Successor Agency of the former Bell Gardens Community Development Commission and deputy agency counsel to the successor agencies in the cities of Montebello, Pomona, Pico Rivera and West Covina. John has extensive experience negotiating and drafting real property sale and purchase agreements, ground leases, exclusive negotiating agreements, disposition and development agreements, easement agreements; developing affordable housing projects; and CDBG programs and compliance issues. John also works closely with City housing departments advising them on housing matters such as low-mod housing, Section 8 Housing and housing element requirements.

Brown Act/Public Records Act/Conflicts of Interest

In addition, John also has expertise in advising staff, boards and commissions on all aspects of public meeting requirements under the Brown Act compliance, advising staff and public entities on compliance with Public Records and Freedom of Information Acts requirements, and advising public officials on Government Code section 1090 conflicts, FPPC conflict of interest and bias matters and AB 1234 ethics policies.

JWL

Litigation

In addition, John's expertise extends to land use litigation for the Cities of Bell Gardens, Montebello, Pico Rivera, Pomona, and West Covina. These cases include defending administrative writs challenging denials of land use entitlements, and code enforcement proceedings (administrative, civil and criminal).

Publication

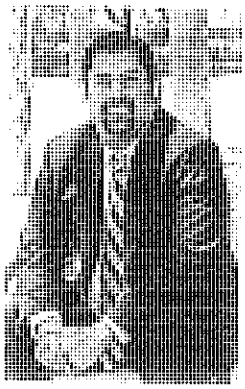
Prisoner's *Dilemma: Reassessment of* Borrero v. Aljets *and the Indefinite Detention of Inadmissible Aliens*, 37 Loy. L.A. L. Rev. 1297 (2005).

Honors

Named *Pasadena Magazine* Top Attorney 2012 to Present.

JWL

NOEL TAPIA
Partner



- Municipal and Public Sector Experience

  - **City of Huntington Park** –
    Assistant City Attorney and Planning Commission Counsel
    (2015 to Present)

  - **Santa Clara County Office of Education** –
    Special Counsel
    (2014 to Present)

  - **Central Basin Municipal Water District**
    Special Counsel
    (2015 to Present)

  - **City of Pico Rivera** –
    Deputy City Attorney
    (2014 to Present)

  - **City of Chico** –
    Deputy City Attorney
    (2014 to Present)

  - **City of Montebello** –
    Deputy City Attorney
    (2014 to Present)

  - **City of Bell Gardens** –
    Deputy City Attorney
    (2014 to Present)

  - **City of West Covina** –
    Special Counsel to the City of West Covina and to the West Covina Successor Agency
    (2014 to Present)

  - **Beverly Hills Unified School District** –
    Assistant General Counsel
    (2014 to 2015)

  - **Town of Yountville** –
    Deputy Town Attorney
    (2014 to 2015)

EDUCATION

- Juris Doctor, University of California, Berkeley (1999)
- Masters in City and Regional Planning, University of California, Berkeley (1999)
- Bachelor of Arts, University of California, Los Angeles (1995)

ADMISSIONS

- California

PRACTICE AREAS

- Public Agency and Municipal Law
- Land Use and Planning
- Litigation
- Environmental
- Real Estate Development
- Government Relations
- Legislative Advocacy
- Contracts

CONTACT

P 562.699.5500
F 562.692-2244
E ntapia@agclawfirm.com

NT

- **Specialization**

Municipal and Special District Law

Noel has significant experience advising both private and public entity clients on the land use discretional approval process and compliance with the California Environmental Quality Act ("CEQA").

His CEQA experience, ranges from reviewing and providing comments to draft initial studies, mitigated negative declarations and environmental impact reports to the successful defense of final environmental impact reports at trial. Noel's land use experience includes reviewing and analyzing local zoning codes, specific plans, general plans, the Subdivision Map Act, the Coastal Act and local costal programs. He has extensive experience representing his clients' interests before various administrative bodies, including city councils and planning commissions.

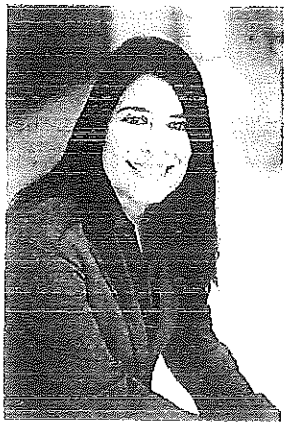
Noel's practice also includes advising clients on topics including the Public Records Act, Ralph M. Brown Act, election law, contracts and conflicts of interest.

Noel earned his Juris Doctorate degree from the University of California, Berkeley, (Boalt Hall). He also earned a Master's in City and Regional Planning from the University of California, Berkeley. Noel attended the University of California at Los Angeles (UCLA) as an undergraduate, earning a B.A. in Economic International Studies and Chicano Studies.

NT

SHARON P. MEDELLÍN

Partner



Municipal and Public Sector Experience

- **City of Chico –**
  Deputy City Attorney
  (2014 to Present)
- **City of Pomona –**
  Deputy City Attorney
  (2009 to Present)
- **City of Montebello –**
  Deputy City Attorney
  (2009 to Present)
- **City of Bell Gardens –**
  Deputy City Attorney
  (2009 to Present)
- **City of Pico Rivera –**
  Deputy City Attorney
  (2009 to Present)
- **City of Huntington Park –**
  Deputy City Attorney
  (2015 to Present)
- **City of West Covina –**
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2014 to Present)

  Deputy City Attorney
  (2008 to 2014)
- **Town of Yountville –**
  Deputy Town Attorney
  (2010 to 2015)

Specialization

Sharon is part of the firm's litigation practice group. She represents municipal entities in various civil litigation matters, including lawsuits involving civil rights claims, personal injury causes of action, property damage actions, and various other

EDUCATION

- Juris Doctor, University of California, Los Angeles, (2000)
- Bachelor of Science, University of California, Berkeley (1996)

ADMISSIONS

- California
- United States Court of Appeals, Ninth Circuit
- United States District Court, Central District
- United States District Court, Eastern District

PRACTICE AREAS

- General Litigation
- Police and Public Safety
- Public Agency – Municipal Law
- Civil Appeals and Writs
- Construction Law
- Business Litigation

CONTACT

P 562.699.5500
F 562.692-2244
E smedellin@agclawfirm.com

SPM

tort claims in both state and federal court. She regularly defends municipal entities in actions alleging premises liability claims for the existence of dangerous conditions of public sidewalks, streets, and roadways.

Sharon has significant experience with the California Tort Claims Act, including issues associated with private party compliance with claims procedures and the statutory grounds for bringing lawsuits against governmental entities.

She also routinely represents law enforcement agencies and peace officers in police misconduct litigation and in court proceedings on Pitchess Motions filed by criminal defendants. Ms. Medellín also has significant experience in construction litigation matters involving breach of contract, construction defect, and delay claims. Additionally, Ms. Medellín routinely handles civil writs and appeals.

Prior to joining Alvarez-Glasman & Colvin in June 2009, Sharon spent eight years in private practice where she gained significant experience in general business litigation, including contract disputes and business torts. She has previously represented clients in a variety of environmental matters involving both state and federal statutes and regulations, as well as common law causes of action for continuing and permanent nuisance and trespass. She assisted clients in oil and gas related litigation and transactions, participating in negotiating and drafting surface access agreements, oil and gas facilities agreements, and unit operating agreements. She has also been involved in construction matters, including the resolution of claims arising under the California False Claims Act and California Public Contract Code.

Ms. Medellín received her law degree from the University of California, Los Angeles, where she served as Associate Editor for the UCLA Journal of Environmental Law and Policy. For her undergraduate studies, she attended the University of California, Berkeley, where she earned a Bachelor of Arts degree in Sociology with a minor in Spanish Language and Literature, graduating with high honors distinction.

LISA ROYBAL-ELLIOTT

Senior Associate



Municipal and Public Sector Experience

- **City of Bell Gardens** –
  Deputy City Attorney
  (2002 to Present)
- **City of Pico Rivera** –
  Deputy City Attorney
  (2002 to Present)
- **City of Pomona** –
  Deputy City Attorney
  (2002 to Present)
- **City of Montebello** –
  Deputy City Attorney
  (2002 to Present)
- **City of West Covina** –
  Special Counsel
  (2014 to Present)

  Deputy City Attorney
  (2002 to 2014)

Specialization

Lisa Roybal-Elliott is a Senior Associate attorney with Alvarez-Glasman and Colvin, handling litigation matters. Ms. Roybal-Elliott specializes in police conduct litigation and government tort liability cases. Prior to joining AGC, she served as a Deputy City Attorney in the Los Angeles City Attorney's Office where she defended Los Angeles Police Officers in civil litigation. She is an accomplished litigator, practicing in both State and Federal Court.

While serving in the Los Angeles City Attorney's Office, Ms. Roybal-Elliott's assignments included work in the Housing and Community Relations Unit and the City's Nuisance Abatement Program where she initiated abatement proceedings on properties involving high incidents of narcotics activity before becoming a trial attorney in the Office's Criminal Division.

EDUCATION

- *Juris Doctor, Whittier Law School (1997)*
- Bachelor of Science, California State University, Los Angeles (1992)

ADMISSIONS

- California
- United States District Court

PRACTICE AREAS

- Litigation
- Police and Public Safety
- Public Agency and Municipal Law

CONTACT

P 562.699.5500
F 562.692-2244
E lelliott@agclawfirm.com

LRE

TERESA CHEN

Senior Associate



Municipal and Public Sector Experience

- **City of Pomona** –
  Deputy City Attorney
  (2008 to Present)
- **City of Chico** –
  Deputy City Attorney
  (2014 to Present)
- **City of Pico Rivera** –
  Deputy City Attorney
  (2008 to Present)
- **City of Montebello** –
  Deputy City Attorney
  (2008 to Present)
- **City of Huntington Park** –
  Deputy City Attorney
  (2015 to Present)
- **City of West Covina** –
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2014 to Present)

  Deputy City Attorney
  (2008 to 2014)
- **Town of Yountville** –
  Deputy Town Attorney
  (2009 to 2015)

Specialization

Teresa Chen is a Senior Associate with the Firm, specializing in the areas of land use, zoning, and public works.

Teresa provides legal counsel in multiple areas of municipal compliance, including matters involving the Public Records Act, Political Reform Act, public works and utilities, purchasing procedures, contract negotiations and MS4 compliance.

TC

EDUCATION

- Juris Doctor, Southwestern University School of Law (2007)
- Bachelor of Arts, University of California, Los Angeles (2004)

ADMISSIONS

- California
- United States District Court

PRACTICE AREAS

- Green Building and Sustainable Development
- Landlord-Tenant
- Open Government and Ethics
- Public Agency and Municipal Law
- Public Works and Government
- Real Estate

CONTACT

P 562.699.5500
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E tchen@agclawfirm.com

Teresa Chen is also a Leadership in Energy and Environmental Design Accredited Professional with a specialization in Commercial Operations and Maintenance (LEED AP O+M).

With this accreditation, she joins a select group of LEED AP attorneys in Los Angeles County and is one of the few LEED AP O+M's in California with a primary practice in the legal field.

As a LEED AP O+M, Teresa has demonstrated a thorough understanding of green building principles and practices, as well as the application of those principles and practices to the LEED® Green Building Rating SystemTM, which is the nationally recognized and accepted standard for designing, constructing and operating high performance green buildings. Teresa's commitment to sustainable Operations and Maintenance is driven by a desire to incorporate sustainable practices into existing buildings, rather than seeing density as an obstacle to sustainable development.

Teresa is a volunteer with the Los Angeles County Bar Association's Domestic Violence Project, which provides a legal assistance clinic for domestic violence victims in need of temporary restraining orders to protect themselves and their families.

Service Awards, Publications and Speaking Engagements

Volunteer, Los Angeles County Bar Association - Domestic Violence Project (2010 - Present)

Vice President of Economic Development, Regional Chamber of Commerce - San Gabriel Valley (2013 - 2014)

Vice President of Membership, Regional Chamber of Commerce - San Gabriel Valley (2012-2013, 2014)

Member, Board of Directors, Regional Chamber of Commerce - San Gabriel Valley (2012 - 2014)

Ambassador, Regional Chamber of Commerce - San Gabriel Valley (2010-2011) Chair, Programs & Operations Committee, Pasadena Senior Center (2014)

Member, Board of Directors, Pasadena Senior Center (2012 - 2014)

Member, Programs & Operations Committee, Pasadena Senior Center (2011 - 2014)
Volunteer, Union Station Homeless Services (2008 - 2012)

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CHRISTOPHER G. CARDINALE

Senior Associate



Municipal and Public Sector Experience

- **City of Montebello –**
  Assistant City Attorney
  (2013 to Present)

  Deputy City Attorney
  (2010 to 2012)

- **City of Pico Rivera –**
  Assistant City Attorney
  (2014 to Present)

  Deputy City Attorney
  (2010 to April 2014)

- **City of Chico –**
  Deputy City Attorney
  (2014 to Present)

- **City of Pomona –**
  Deputy City Attorney
  (2010 to Present)

- **City of Bell Gardens –**
  Deputy City Attorney
  (2010 to Present)

- **City of Huntington Park –**
  Deputy City Attorney
  (2015 to Present)

- **City of West Covina –**
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2014 to Present)

  Assistant City Attorney
  (2013 to 2014)

- **Beverly Hills Unified School District –**
  Deputy General Counsel
  (2014 to 2015)

- **Town of Yountville –**
  Deputy Town Attorney
  (2010 to 2015)

EDUCATION

- Juris Doctor, Pepperdine University School of Law, (2010)
- Bachelor of Science, Azusa Pacific University 2007)

ADMISSIONS

- California
- United States District Court

PRACTICE AREAS

- Public Agency and Municipal Law
- Land Use and Planning
- Redevelopment Transition
- Public Works and Government Contracting
- Real Estate Law
- Litigation

CONTACT

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E ccardinale@agclawfirm.com

cc

- Specialization

Christopher G. Cardinale is an Associate attorney with Alvarez-Glasman & Colvin, specializing in handling a diverse range of litigation and transactional matters for the City's municipal clients. In addition, he has gained significant experience advising planning commissions and city councils on Brown Act compliance. Since the dissolution of redevelopment agencies (Assembly Bills 1x26 and 1484), Mr. Cardinale has become a preeminent authority on post-redevelopment agency dissolution procedures and successor agency matters.

On the general litigation side, Christopher has extensive trial and appellate court experience in civil rights matters, contract disputes, CEQA compliance, extraordinary writs, the Public Records Act, post-redevelopment agency dissolution procedures and successor agency matters, and land use matters.

With regard to his transactional experience, Christopher has handled land use and planning matters, contract negotiations and drafting, ordinance crafting, dispute resolution, real property transactions, and day to day municipal affairs.

Christopher holds a J.D. from Pepperdine University School of Law, where he was named to the Dean's List numerous times, and received the prestigious CALI "Excellence for the Future" award in the course "Police Practices," a class focused on the constitutional issues associated with daily police work. In 2014, he was named Top Attorney in the field of Civil Litigation by Pasadena Magazine for the fourth consecutive year.

Publications

Fair Housing for Sober Living: How the Fair Housing Act Addresses Recovery Homes for Drug and Alcohol Addiction, republished in "At The Cutting Edge 2010 - Land Use Law from The Urban Lawyer." © 2011 American Bar Association.

Alcoholism, Drug Addiction, and the Right to Fair Housing: How the Fair Housing Act Applies to Sober Living Homes, published in California Real Property Journal Vol.27, No. 4, 2009 and republished in the California Public Law Journal, Vol. 33, No. 2, Spring 2010.

cc

JEFFERY C. ELDER

Associate

Municipal and Public Sector Experience

- **City of Montebello –**
  Deputy City Attorney
  (2012 to Present)
- **City of Bell Gardens –**
  Deputy City Attorney
  (2012 to Present)
- **City of Pico Rivera –**
  Deputy City Attorney
  (2012 to Present)
- **City of Pomona –**
  Deputy City Attorney
  (2012 to Present)
- **City of Chico –**
  Deputy City Attorney
  (2014 to Present)
- **City of West Covina –**
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2014 to Present)
- **City of Huntington Park –**
  Deputy City Attorney
  (2015 to Present)
- **Beverly Hills Unified School District -**
  Deputy General Counsel
  (2014 to 2015)
- **Town of Yountville –**
  Deputy Town Attorney
  (2012 to 2015)



EDUCATION

- Juris Doctor, University of Southern California School of Law (2012)
- Bachelor of Arts, University of California, Los Angeles (2008)

ADMISSIONS

- California
- United States District Court

PRACTICE AREAS

- Public Agency and Municipal Law
- Redevelopment Transition
- Police and Public Safety
- Litigation

CONTACT

P 562.699.5500

F 562.692-2244

E jelder@agclawfirm.com

JCE

- Specialization

Jeffery C. Elder is an associate attorney with Alvarez-Glasman & Colvin, specializing in the area of Municipal Law.

Jeff counsels the Firm's public agency clients on a variety of issues, including rnunicipal law, redevelopment, transition law, education law, public contract, and land use issues.

Jeff regularly advises public entities on conflict of interests and Public Records Act compliance.

Mr. Elder is a graduate of USC Law School, where he earned his Juris Doctor. While at USC, he participated in the Hale Moot Court Honors Program and served on the executive board of the Public Interest Law Foundation.

Prior to joining AGC as a law clerk in 2011, Mr. Elder was a Summer Associate at the Los Angeles City Attorney's office, where he gained experience in municipal and election law.

Mr. Elder graduated Magna Cum Laude from the University of California, Los Angeles in 2008, where he earned a Bachelor of Arts in Political Science.

JOSE MONTOYA

Associate



- **Municipal and Public Sector Experience**

- **City of Pomona –**
  Deputy City Attorney
  (2015 to Present)

- **City of Bell Gardens –**
  Deputy City Attorney
  (2015 to Present)

- **City of Pico Rivera –**
  Deputy City Attorney
  (2015 to Present)

- **City of Montebello –**
  Deputy City Attorney
  (2015 to Present)

- **City of Chico –**
  Deputy City Attorney
  (2015 to Present)

- **City of Huntington Park –**
  Deputy City Attorney
  (2015 to Present)

- **City of West Covina –**
  Special Counsel to the City of West Covina and to the West Covina Successor Agency
  (2015 to Present)

- **Beverly Hills Unified School District –**
  Deputy General Counsel
  (2015)

Prior to Mr. Montoya joining Alvarez-Glasman & Colvin, Mr. Montoya was a Certified Clerk at the City Attorney's Office for the City of Los Angeles, where he gained experience in criminal prosecution. He argued Penal Code Section 1538.5 to suppress criminal evidence on behalf of the City of Los Angeles.

In 2014, Mr. Montoya was recognized by the law school faculty as the Outstanding Graduate in Environmental Law.

EDUCATION

- Juris Doctor, Whittier Law School (2014)
- Bachelor of Arts, Sociology, Cum Laude, University of California, Riverside (2010)

ADMISSION

- California (2014)

PRACTICE AREAS

- Public Agency - Municipal Law
- General Litigation
- Police and Public Safety
- Code Enforcement
- Environmental Law
- Education Law

CONTACT

P 562.699.5500
F 562.692-2244
E jmontoya@agclawfirm.com

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 12. Alvarez-Glasman & Covin				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	8	80	
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	7	105	
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	8	80	
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	8	40	
			TOTAL		

GENERAL NOTES:
Familiar w/City

901

NAME: Amy Diaz TITLE: Chief DATE: 11/08/15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

CONSULTANT/FIRM: ALVAREZ - GLASMAN & COLVIN

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	9	90	QUALIFIED FIRM WITH ABILITY TO PROVIDE REQUESTED LEGAL SERVICES
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	8	120	ATTORNEYS IDENTIFIED HAVE EXTENSIVE QUALIFICATIONS INCLUDING USE OF FORCE ISSUES
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	8	80	PROVIDED GOOD UNDERSTANDING OF LEGAL SERVICES REQUESTED WITH THE ABILITY TO HANDLE.
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	8	40	GOOD REFERENCES OF SMALL TO LARGE POLICE AGENCIES.
			TOTAL		

GENERAL NOTES:

NAME: Phil Holder TITLE: LT. DATE: 11-4-15

CONSULTANT/FIRM PROPOSAL EVALUATION FORM

Professional Services: RFP - Consultant/Firm to provide legal representation for Pitchess Motion Hearings and Legal Advice on Incidents involving "Use of Force" by Members of the Banning Police Department – Issue Date: September 23, 2015; Closing Date: October 26, 2015

	CONSULTANT/FIRM: 12. Alvarez-Glasman & Covin				
#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	COMMENTS
1	CONSULTANT/FIRM'S QUALIFICATIONS - Range of experience with California law as it relates to public law enforcement agencies - Years representing California public law enforcement agencies	10	10		
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENATIVES - Overall capabilities, qualifications, training, track records, and areas of expertise for each of the partners/principals and associates that may be assigned to work with the City. - Years representing public law enforcement agencies in Pitchess Motion Hearings - Years providing legal advice on incidents involving "Use of Force"	15	11		
3	ORGANIZATIONAL RESPONSIVENESS & KNOWLEDGE - Demonstrated knowledge of the work required - Demonstrated measures to meet timely reporting (where applicable) - Ability to meet and maintain contractual/insurance requirements - Ability to timely respond to City requests - Staff availability during normal business hours and after-hours	10	2		
4	REFERENCES - Record of producing high quality professional legal representation pertaining to Pitchess Motion Hearings and providing legal advice on incidents involving "Use of Force" on time and within budget.	5	3		
			TOTAL		

GENERAL NOTES:

NAME: [signature] TITLE: Sergeant DATE: 11-16-15

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Exhibit "D"

Fee Proposals & Combined Review Scores

Aleshire & Wynder, LLP
Mayers/Nave
Silver & Wright, LLP
Libert Cassidy Whitmore
Hurrell Cantrall, LLP
Jones & Mayer
Richards Watson Gershon A.P.C.
Ferguson, Praet & Sherman A.P.C.
Best Best & Krieger
Wagner & Pelayes, LLP
Manning & Kass, Ellrod, Ramirez, Trester, LLP
Alvarez-Glasman & Colvin

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RFP RESPONDERS FEE PROPOSAL COMPARISON MATRIX

BANNING PD *PITCHESS* MOTION REPRESENTATION / LEGAL ADVISE REGARDING "USE OF FORCE"
RFP RELEASE DATE: SEPTEMBER 23, 2015 / PROPOSAL DEADLINE: OCTOBER 26, 2016 BY 4PM

Please Note: The numerical order used below for each Proposer (#1 to #12) is used for internal tracking purposes only and does not constitute order of receipt nor does it constitute order of selection as it pertains to the evaluation process.

1	**Aleshire & Wynder** -Travel costs include mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Orange and Riverside. -Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.	**Proposed Fee Schedule**: Aleshire & Wynder generally charges fees on an hourly basis for all time actually expended on behalf of a client, usually a "blended rate formula" that provides a deep discount of our hourly rates because of the potential volume of work. **-For "police work" we typically charge $185/hr. for the first year then up $195 at 3 built-in increases of $5 per hour annually. For Banning, given our history with the City and our hope to gain this work, we are discounting this rate to $170 per hour with 3 built-in increases of $5 per hour annually.** -**Staff overtime** when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs). -It is understood that Firm will generally not charge for mileage or travel time between our office and City facilities, nor for local telephone calls or calls made to the City. In exchange, Firm shall not be charged for calls made or received at the City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.	**Reimbursement**: Various costs and expenses in performing legal services incurred are billed to the client and include fees fixed by law or assessed by public agencies, litigation costs, including depositions, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying ($.20 per page) and other reproduction costs. **Costs**: Firms normal rate for training activities, but have often worked out a reduced fixed fee for training. Often we have previously prepared materials and do not need to charge for the preparation of materials.

RFP RESPONDERS FEE PROPOSAL COMPARISON MATRIX

BANNING PD *PITCHESS* MOTION REPRESENTATION / LEGAL ADVISE REGARDING "USE OF FORCE"
RFP RELEASE DATE: SEPTEMBER 23, 2015 / PROPOSAL DEADLINE: OCTOBER 26, 2016 BY 4PM

Please Note: The numerical order used below for each Proposer (#1 to #12) is used for internal tracking purposes only and does not constitute order of receipt nor does it constitute order of selection as it pertains to the evaluation process.

2	Mayers/Nave	**Proposed Fee Schedule**: **Team Members (See Pg. 17 of the Firm's Proposal):** ➢ **Principal Blake Loebs - $375/hr.** ➢ **Associate Lillian Yoo - $300/hr.** ➢ **Paralegal - $195/hr.** **Billing Processes**: Firm's standard billing format is to keep a record of time spent on all matters in increments on one-tenth (0.1) of an hour. Meyers Nave will submit all invoices no later than the last date of the month following the month in which services were performed and actual costs incurred. Firm's preferred method of payment is by check. We also accept ACH/electronic payments.	**Expenses**: Meyers Nave will not charge for office support services, including word processing and facsimile charges. We propose to charge the costs of photocopying, postage, and any third-party expenses, such as expert witness fees . ➢ **Photocopies $0.25 per page** ➢ **Postage (current USPS rate)** ➢ **Third-party expenses (actual costs)**
3	**Silver & Wright, LLP** Please Note: Bid Proposal not provided in a sealed envelope marked enveloped as directed. **- Please see Pg. 11 of 22 of their Proposal to locate the Fee Proposal submitted.**	**Fee Proposal** – ➢ **Attorneys - $193/hr. blended rate (attorney work)** ➢ **Law Clerks & Paralegals - $117/hr.** S&W sends out monthly invoices detailing the tasks performed on each matter. S&W will keep track of all billing entries on a daily basis with accurate descriptions on the legal services provided. S&W will only **charge** in increments of one tenth on an hour. S&W does not use minimum billing blocks for specific tasks, and will only bill for the actual time spent working on the City's matters. S&W will accept payment in any form the City wishes to provide it, typically by check or Electronic Funds Transfer ("EFT")	**Other Expenses**: S&W only bills the following at actual cost without any mark-up: ➢ Litigation Costs, Court Costs, Process Server Fees, Messenger Fees, Arbitration & Mediation Fees, Litigation Guaranty Costs, Postage, Legal Research Costs, Printing & Copying Costs at .10 per page for Black & White; Printing & Copying Costs at .50 per page for Color; Other Necessary Legal Services Related Costs, Expenses and Fees.

RFP RESPONDERS FEE PROPOSAL COMPARISON MATRIX

BANNING PD *PITCHESS* MOTION REPRESENTATION / LEGAL ADVISE REGARDING "USE OF FORCE"
RFP RELEASE DATE: SEPTEMBER 23, 2015 / PROPOSAL DEADLINE: OCTOBER 26, 2016 BY 4PM

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4	**Liebert Cassidy Whitmore** Please Note: Bid Proposal not provided in a sealed envelope marked enveloped as directed. **Please see Pg. 17 of their Proposal to locate the Fee Proposal submitted.**	**Proposed Fee Schedule**: The Firm's current hourly billing rates are: ➢ **Scott Tiedemann - $325/hr.** ➢ **Geoff Sheldon - $350/hr.** ➢ **Stephanie Vaudreuil - $ 258/hr.** ➢ **James Oldendorph - $245.00/hr.** ➢ **Paul Knothe - $245.00/hr.** ➢ **Jennifer Rosner - $ 245.00/hr.** ➢ **Jeighton David Henderson - $ 210.00/hr.** The Firm bills in increments of 1/10 hour. Invoices are payable upon receipt and due within 30 days. **Rates for Other Positions**: The LA office has three paralegals and an e-discovery and litigation technology specialist whom we use in all states of the litigation process, thereby lowering the cost of litigation for our clients. ➢ **Paraprofessionals & Litigation Support $75.00 - $150/hr.** ➢ **We do not bill for secretarial or word processing time or telephone charges.**	**Other Expenses:** Telephone consultation, court litigation and administrative proceedings, and attendance at the City Councils meetings will be billed at the attorney's hourly rate. Our firm bills for travel time at the attorney's hourly rate – for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less. Facsimile transmissions are billed at the rate of $.50 per page for outgoing faxes only. We make every effort to email documents rather than fax them. Copying is charged at the fifteen cents ($.15) per page. Additional prints, postage and special deliveries (i.e. FedEx, UPS, DHL, messenger services, and other hired deliveries completed at the request of the client or necessary to comply with court or other deadline will also be billed to the client.
5	**Hurrell Cantrall, LLP** **Provided in a sealed and marked enveloped as directed per the RFP.**	**Proposed Fee Schedule**: ➢ ***Pitchess* Motion Services - $195.00/hr.** ➢ **Legal Advice on "Use of Force" Incidents - $225.00/hr.** ➢ **Costs for Paralegal Services, if applicable - $90.00/hr.** ➢ **Billing will be in six-minute increments**	Hurrell Cantrall, LLP offers competitive hourly rates. Not only is our firm able to efficiently use attorney time, but it also has an experienced paralegal team to help keep client costs to a minimum.

RFP RESPONDERS FEE PROPOSAL COMPARISON MATRIX

BANNING PD *PITCHESS* MOTION REPRESENTATION / LEGAL ADVISE REGARDING "USE OF FORCE"
RFP RELEASE DATE: SEPTEMBER 23, 2015 / PROPOSAL DEADLINE: OCTOBER 26, 2016 BY 4PM

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6	Jones & Mayer	**Proposed Fee Schedule**: ➢ Specialized legal services at the rate of $275/hr. which is a blended rate with no increase for partners, nor any increase for court appearances. ➢ Paralegals services - $100/hr. **Method of Billing**: The method and procedure for billing is explained in detail in the attached Proposed Retainer Agreement. **(See below)** Please Note: **No** proposed retainer agreement provided with Firm's response. Although, the one-page proposed fee scheduled was provided.	**Costs**: Firm generally does not bill for mileage, fax, work processing, small reproduction matters (under 100 pages), or simple computer legal research costs. Firm will charges City for actual necessary costs incurred for all costs incurred related to litigation (civil or criminal) or special projects, including by not limited to court filing fees, deposition costs, Lexis-Nexis research outside of our prepaid service fee, et. al. Please see the full Proposed Fee Schedule for a complete list.
7	Richards Watson Gershon All other costs, including long distance telephone charges, messenger delivery services, and legal research services will be charged at the rate of the Firm's actual out-of-pocket expenses. The Firm will not charge for word processing and similar clerical tasks.	**Proposed Fee Schedule**: The proposed billing rates for the core team members are as follows: ➢ **Jennifer Petrusis - $275/hr.** ➢ **Ginetta L. Giovinco - $275/hr.** ➢ **To the extent that the services of other Firm attorneys with specialized expertise are required, such services would be billed at a composite rate of $275/hr. for attorneys, and $180/hr. for paralegals.** ➢ **Time incurred in providing legal services will be billed in increments of one-tenth of an hour.**	**Items billed separately**: ➢ Photocopying, facsimiles, long distance telephone charges, messenger and delivery services, and legal research services will be billed separately at the rates described below. ➢ Travel – Firm will calculate travel time for visits to the City based on the time and distance between our LA office at the City. ➢ Photocopying - $.05/page ➢ Facsimile – Outgoing $1.00/page; minimum charge of $25.00.

RFP RESPONDERS FEE PROPOSAL COMPARISON MATRIX

BANNING PD *PITCHESS* MOTION REPRESENTATION / LEGAL ADVISE REGARDING "USE OF FORCE"
RFP RELEASE DATE: SEPTEMBER 23, 2015 / PROPOSAL DEADLINE: OCTOBER 26, 2016 BY 4PM

Please Note: The numerical order used below for each Proposer (#1 to #12) is used for internal tracking purposes only and does not constitute order of receipt nor does it constitute order of selection as it pertains to the evaluation process.

8	**Ferguson, Praet & Sherman** Please Note: Bid Proposal not provided in a sealed envelope marked enveloped as directed.	**Proposed Fee Schedule:** **Please see Pg. 9 of their Proposal to locate the COST PROPOSAL:** ➢ **In accordance with our current contract with the City of Banning, all attorney work will be billed at the nominal public entity rate of $225/hour (for non-complex cases).** ➢ ***Pitchess* motions will be billed at the public entity rate of $185/hr.**	Expenses: As noted above, a substantial amount of legal advice is provided to the Department on a regular basis without charge. Travel time is also **not** separately billed and costs such as routine photocopying, toll calls and postage are also **not** billed.
9	**Best Best & Krieger** Note: Legal services provided to the City for which the PD received reimbursements (i.e. from a developer or other third party, would be billed at BB&K's then current private rates.	**Proposed Fee Schedule:** BB&K proposes the following hourly rates for the City of Banning Police Department: ➢ **Dana Vessey, Appearance Counsel - $220/hr.** ➢ **Tamara Bogosian, Special Counsel - $250/hr.** ➢ **Gary W. Schons, Special Council - $250/hr.**	**Reimbursements:** Will not charge for mileage to and from the City for this work. BBK does not charge for routine word processing, secretarial and office costs, including telephone and fax charges. Reimbursements will be billed at actual cost.
10	**Wagner & Pelayes**	**Proposed Fee Schedule:** ➢ **Attorney (partner) - $190/hr.** ➢ **Associates - $180/hr.** ➢ **Law Clerks - $100/hr.** ➢ **Paralegals = $90/hr.** ➢ **Investigator Services - $90.00/hr.**	Except for the items listed below, all costs and expenses will be charged at Attorney's costs: ➢ Photocopying - $0.15/page ➢ Color photocopying - $0.25/page ➢ Facsimile charges $1.00/page ➢ Mileage - $0.57/mile (IRS) ➢ Postage (extraordinary)

911

RFP RESPONDERS FEE PROPOSAL COMPARISON MATRIX

BANNING PD *PITCHESS* MOTION REPRESENTATION / LEGAL ADVISE REGARDING "USE OF FORCE"
RFP RELEASE DATE: SEPTEMBER 23, 2015 / PROPOSAL DEADLINE: OCTOBER 26, 2016 BY 4PM

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11	**Manning & Kass Ellrod, Ramirez, Trester, LLP** Please Note: Bid Proposal not provided in a sealed envelope marked enveloped as directed. **- Please see Pg. 7 of their Proposal to locate the Attorney Biographies and Rate Sheet**	**Proposed Fee Schedule**: 2015 Government Entity Rates (municipal, administrative): ➢ **Partner - $250/hr.** ➢ **Senior Counsel - $235/hr.** ➢ **Associate - $225/hr.** ➢ **Paralegals = $125/hr.** *Pitchess* Motion Hearings Flat Rate: $7,000/case based on discounted rate of $200/hr. (partner and senior counsel blended) and 35 hours on average number of billable hours.	All hourly rates exclude mileage and other costs.
12	**Alvarez-Glasman & Covin**	**Legal representation for *Pitchess* Motion hearings and legal advice on incidents involving "Use of Force":** ➢ **-All attorneys $185/Hr.** ➢ **-Paralegal/Law Clerks $ 110/hr.** ➢ **AGC does not charge for word processing or computer services** Billing Method – Firm provides an itemized billing statement once and month with a complete listing of all services rendered and costs advanced. Our Firm works cooperatively with our clients to meet the client's needs to provide a clear, comprehensive billing statement. -Attorneys bill at .10 increments.	Billing Description Cost(s): -Facsimile (fax) $0.50 per page -Photocopies $9.20 per page -Postage, long distance telephone and out of pocket expenses: AT COST

#1 - ALESHIRE & WYNDER - PROPOSED FEE SCHEDULE - RECEIVED IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS AND LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE: ("NUMERICAL") #1 SHOWN ABOVE IS FOR TRACKING PURPOSES ONLY AND DOES NOT CONSTITUTE ORDER OF RECEIPT NOR DOES IT CONSTITUTE ORDER OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

ALESHIRE & WYNDER LLP
ATTORNEYS AT LAW

PROPOSED FEE SCHEDULE

PROPOSAL IN RESPONSE TO:
THE CITY OF BANNING POLICE DEPARTMENT
RFP – LEGAL REPRESENTATION FOR PITCHESS MOTIONS AND LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE"

October 26, 2015

Prepared by Aleshire & Wynder, LLP
Glen E. Tucker
Nour A. Rizvi
Gina Kim

A. GENERAL

Aleshire & Wynder generally charges fees on an hourly basis for all time actually expended on behalf of a client, usually in a "blended rate" formula that provides a deep discount of our hourly rates because of the potential volume of work.

For "police work" we typically charge $185/per hour for the first year then up $195 at 3 built-in increases of $5 per hour annually. For Banning, given our history with the City and our hope to gain this work, we are discounting this rate to $170 per hour with 3 built-in increases of $5 per hour annually.

B. REIMBURSEMENT

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents ($.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Orange and Riverside. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will generally not charge for mileage or travel time between our office and City facilities, nor for local telephone calls or calls made to the City. In exchange, Firm shall not be charged for calls made or received at the City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

C. COSTS

Our normal rates for training activities, but have often worked out a reduced fixed fee for training. Often we have previously prepared materials and do not need to charge for the preparation of materials.

#2 - MEYERS NAVE - PROPOSED FEE SCHEDULE
- RECEIVED IN RESPONSE TO THE CITY OF BANNING
POLICE DEPARTMENT RFP - LEGAL REPRESENTATION
FOR PITCHESS MOTIONS AND LEGAL ADVICE PERTAINING
TO SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE:
("NUMERICAL") #2 SHOWN ABOVE IS FOR TRACKING PURPOSES ONLY
AND DOES NOT CONSTITUTE ORDER OF RECEIPT NOR DOES IT CONSTITUTE
ORDER OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

meyers | nave

CITY OF BANNING POLICE DEPARTMENT

PROPOSAL IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE"

Proposed Fee Schedule

Team Member	Hourly Rate
Principal • Blake Loebs	$375 per hour
Associate • Lillian Yoo	$300 per hour
Paralegal	$195 per hour

Expenses

Meyers Nave will not charge for office support services, including word processing and facsimile charges. We propose to charge the costs of photocopying, postage, and any third-party expenses, such as expert witness fees, deposition and court reporter fees, and electronic legal research. We will not charge for mileage per the City's RFP.

Expense	Billing
Photocopies	$0.25 per page
Postage	Current USPS rate
Third-party expenses	Actual costs

Billing Processes

Our firm's standard billing format is to keep a record of time spent on all matters in increments of one-tenth (0.1) of an hour. Meyers Nave will submit all invoices no later than the last day of the month following the month in which services were performed and actual costs incurred. Our preferred method of payment is by check. We also accept ACH/electronic payments.

PROPOSED FEE SCHEDULE

S&W is proud to be able to provide its clients with the best legal services at the most competitive prices. That was our very motivation for starting this Firm. We are happy to offer the City our services at the following rates:

- **Attorneys:** $193 per hour blended rate for all attorney work.
- **Law Clerks & Paralegals:** $117 per hour for all law clerk and paralegal work.

S&W only bills the following at actual cost without any mark-up:

- Litigation Costs
- Court Costs
- Process Server Fees
- Messenger Fees
- Arbitration & Mediation Fees
- Litigation Guaranty Costs
- Postage
- Legal Research Costs
- Printing & Copying Costs at 10¢ per page for Black & White
- Printing & Copying Costs at 50¢ per page for Color
- Other Necessary Legal Service Related Costs, Expenses, and Fees

S&W sends out monthly invoices detailing the tasks performed on each matter. S&W will keep track of all billing entries on a daily basis with accurate descriptions of the legal services provided. S&W will only charge in increments of one tenth of an hour. S&W does not use minimum billing blocks for specific tasks, and will only bill for the actual time spent working on the City's matters. S&W will accept payment in any form the City wishes to provide it, typically by check or Electronic Funds Transfer ("EFT").

#3 - SILVER WRIGHT - PROPOSED FEE SCHEDULE
- RECEIVED IN RESPONSE TO THE CITY OF BANNING
POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR
PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO
SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE:
("NUMERICAL") #3 ABOVE IS FOR INTERNAL TRACKING PURPOSES ONLY
& DOES NOT CONSTITUTE ORDER OF RECEIPT NOR DRDER
OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

Proposed Fee Schedule

Liebert Cassidy Whitmore is a public sector labor and employment law firm. Over 90% of our practice is working with public agencies across the state. Our rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients. Pricing is offered on a time-and-materials basis based on our firm's current hourly billable rates. The Firm's current hourly billable rates are:

Hourly Rates:

Scott Tiedemann	$325.00
Geoff Sheldon	$325.00
Stefanie Vaudreuil	$285.00
James Oldendorph	$245.00
Paul Knothe	$245.00
Jennifer Rosner	$245.00
Leighton Davis Henderson	$210.00

The Firm bills in increments of 1/10 hour. Invoices are payable upon receipt and due within 30 days.

Rates for Other Positions:

The Los Angeles office has three paralegals and an e-discovery and litigation technology specialist whom we use in all stages of the litigation process, thereby lowering the cost of litigation for our clients.

Paraprofessionals & Litigation Support .....$75.00 - $150.00

Other Expenses:

Telephone consultation, court litigation and administrative proceedings, and attendance at the City Council meetings will be billed at the attorney's hourly rate. Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less.

We do not bill for secretarial or word processing time or telephone charges. Facsimile transmissions are billed at the rate of $.50 per page for outgoing faxes only. We make every effort to email documents rather than fax them. Copying is charged at fifteen cents ($.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

#4 - LIEBERT CASSIDY WHITMORE - PROPOSED FEE SCHEDULE - RECEIVED IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE: ("NUMERICAL") "#4" ABOVE IS USED FOR INTERNAL TRACKING PURPOSES ONLY & DOES NOT CONSTITUTE ORDER OF RECEIPT NOR ORDER OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

HURRELL CANTRALL LLP
700 SOUTH FLOWER STREET, SUITE 900
LOS ANGELES, CALIFORNIA 90017-4121
TELEPHONE (213) 426-2000
FACSIMILE (213) 426-2020

#5 - HURRELL CANTRALL - PROPOSED FEE SCHEDULE - RECEIVED IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE: ("NUMERICAL") "#5" ABOVE IS USED FOR INTERNAL TRACKING PURPOSES ONLY & DOES NOT CONSTITUTE ORDER OF RECEIPT NOR ORDER OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

October 26, 2015

Banning City Hall
Office of the City Clerk
99 E. Ramsey Street
Banning, CA 92220

Re: Response to RFP for Consulting/Firm to Provide Legal Representation for *Pitchess* Motion Hearings and Legal Advice on Incidents Involving "Use of Force" by Members of the Banning Police Department

PROPOSED FEE SCHEDULE

Hurrell Cantrall LLP offers competitive hourly rates. Not only is our firm able to efficiently use attorney time, but it also has an experienced paralegal team to help keep client costs to a minimum. We propose the following fee schedule for work for the City:

		Hourly Rate
A.	*Pitchess* Motion Services	$195.00
B.	Legal Advice on "Use of Force" Incidents	$225.00
C.	Cost for Paralegal Services, if applicable	$90.00

Billing will be in six-minute increments.

#6 - JONES & MAYER - PROPOSED FEE SCHEDULE
- RECEIVED IN RESPONSE TO THE CITY OF BANNING
POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR
PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO SITUATIONS
INVOLVING "USE OF FORCE" - (PLEASE NOTE: ("NUMERICAL")
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J & M

JONES & MAYER

PROPOSED FEE SCHEDULE

3777 North Harbor Boulevard
Fullerton, California 92835
www.jones-mayer.com

714-446-1400 Telephone
562-697-1751 Telephone
714-446-1448 Facsimile

JONES & MAYER

PROPOSED FEE SCHEDULE

Attorney Fees

The City shall pay Jones & Mayer provides specialized legal services at the rate of $275.00 per hour. It is a "blended" rate with no increase for partners, nor any increase for court appearances. Paralegal services shall be billed at the rate of $100 per hour.

Costs

Jones & Mayer generally does not bill mileage, fax, word processing, small reproduction matters (under 100 pages), or simple computer legal research costs. Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures. Jones & Mayer will charge City for actual necessary costs incurred for all of the following: all costs incurred related to any litigation (civil or criminal) or special projects, including but not limited to, court filing fees, jury fees, deposition costs, reporters' fees, witness fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research outside of our prepaid service fee, Fed-Ex or other overnight delivery service, mileage, travel expenses, if applicable, including hotel, air travel and car rentals, parking fees, actual costs for large reproduction projects if performed by an outside service, or $0.10 per page (b/w) and $0.20 per page (color) if performed in house, title reports, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

Method of Billing

The method and procedure for billing is explained in detail in the attached Proposed Retainer Agreement.

#6 - JONES & MAYER - PROPOSED FEE SCHEDULE - RECEIVED IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE: ("NUMERICAL") "#6" ABOVE IS USEO FOR INTERNAL TRACKING PURPOSES ONLY & DOES NOT CONSTITUTE ORDER OF RECEIPT NOR ORDER OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

#7 - RICHARD WATSON GERSON - PROPOSED FEE SCHEDULE - RECEIVED IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE: ("NUMERICAL") "#7" ABOVE IS USED FOR INTERNAL TRACKING PURPOSES ONLY & DOES NOT CONSTITUTE ORDER OF RECEIPT NOR ORDER OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

CITY OF BANNING POLICE DEPARTMENT

RESPONSE TO REQUEST FOR PROPOSALS FOR LEGAL REPRESENTATION FOR PITCHESS MOTION HEARINGS AND LEGAL ADVICE ON INCIDENTS INVOLVING "USE OF FORCE" BY MEMBERS OF THE BANNING POLICE DEPARTMENT

PROPOSED FEE SCHEDULE

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prepared by

Jennifer Petrusis
Richards, Watson & Gershon

October 26, 2015

For more information contact:

Jennifer Petrusis
jpetrusis@rwglaw.com

Telephone 213.626.8484 | Facsimile 213.626.0078
355 S. Grand Avenue, 40th Floor
Los Angeles, California 90071-3101

www.rwglaw.com

PRICING PROPOSAL

Time incurred in providing legal services will be billed in increments of one-tenth of an hour. Our invoices provide detailed explanations of tasks performed, dates of work, and the name of the attorney that performed the work.

The proposed hourly billing rates for the core team members are as follows:

NAME	RATE
Jennifer Petrusis	$275
Ginetta L. Giovinco	$275

To the extent that the services of other Firm attorneys with specialized expertise are required, such services would be billed at a composite rate of $275 per hour for attorneys, and $180 per hour for paralegals.

Items Billed Separately

Items such as photocopying, facsimiles, long distance telephone charges, messenger and delivery services, and legal research services will be billed separately at the rates detailed below.

Travel. The Firm will calculate travel time for visits to the City based on the time and distance between our Los Angeles office and the City.

Photocopying. Copies will be billed at five cents per page.

Facsimile. Outgoing faxes will be billed at $1.00 per page with a maximum charge of $25.00, for any one fax. We endeavor to avoid faxing documents whenever possible and, instead will provide documents by e-mail at no cost to the City.

All other costs, including long distance telephone charges, messenger delivery services, and legal research services will be charged at the rate of the Firm's actual out-of-pocket expense. The Firm will not charge for word processing and similar clerical tasks.

#7 - RICHARD WATSON GERSON - PROPOSED FEE SCHEDULE - RECEIVED IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE: ("NUMERICAL") "#7" ABOVE IS USED FOR INTERNAL TRACKING PURPOSES ONLY & DOES NOT CONSTITUTE ORDER OF RECEIPT NOR ORDER OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

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LOS ANGELES OFFICE
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101
Telephone: 213.626.8484
Facsimile: 213.626.0078
e-mail: la@rwglaw.com

TEMECULA OFFICE
41000 Main Street, Suite 309
Temecula, California 92590-2764
Telephone: 951.695.2373
Facsimile: 951.695.2372
e-mail: tem@rwglaw.com

ORANGE COUNTY OFFICE
1 Civic Center Circle, PO Box 1059
Brea, California 92822-1059
Telephone: 714.990.0901
Facsimile: 714.990.6230
e-mail: oc@rwglaw.com

SAN FRANCISCO OFFICE
44 Montgomery Street, Suite 3800
San Francisco, California 94104-4811
Telephone: 415.421.8484
Facsimile: 415.421.8486
e-mail: sf@rwglaw.com

#8 - FERGUSON, PRAET & SHERMAN - PROPOSED FEE SCHEDULE - RECEIVED IN RESPONSE TO THE CITY OF BANNING POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO SITUATIONS INVOLVING "USE OF FORCE" - (PLEASE NOTE: ("NUMERICAL") "#8" ABOVE IS USED FOR INTERNAL TRACKING PURPOSES ONLY & DOES NOT CONSTITUTE ORDER OF RECEIPT NOR ORDER OF SELECTION AS IT PERTAINS TO THE EVALUATION PROCESS).

COST PROPOSAL

In accordance with our current contract with the City of Banning, all attorney work will be billed at the nominal public entity rate of $225/hour (for non-complex cases). Pitchess motions will be billed at the public entity rate of $185/hour. As noted above, a substantial amount of legal advice is provided to the Department on a regular basis without charge. Travel time is also not separately billed and costs such as routine photocopying, toll calls and postage are also not billed.

#9 - BEST BEST KRIEGER - PROPOSED FEE SCHEDULE
- RECEIVED IN RESPONSE TO THE CITY OF BANNING
POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR
PITCHESS MOTIONS & LEGAL ADVICE PERTAINING TO SITUATIONS
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Fee Proposal to Provide

Legal Representation for *Pitchess* Motions and Legal Advice Pertaining to "Use of Force"

Presented to:

The City of Banning Police Department

October 26, 2015

BBK

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Indian Wells | Irvine | Los Angeles | Ontario | Riverside | Sacramento | San Diego | Walnut Creek | Washington, D.C.

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Hourly Rates 1

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I. PROPOSED FEE SCHEDULE

BB&K has a longstanding commitment to the efficient and cost-effective delivery of legal services. We believe that the depth and quality of our expertise and personnel experience is second to none. We are able, therefore, to address complex legal issues with creativity and speed at a fair and reasonable cost.

Hourly Rates

Hourly rates are only half the equation when calculating the cost of legal services. Given our efficiencies of scale, we often get the job done in much less time than is the norm, resulting in lower overall costs.

BB&K proposes the following hourly rates for the City of Banning Police Department:

Attorney	Hourly Rate
Dana Vessey, Appearance Counsel	$220 per hour
Tamara Bogosian, Special Counsel	$250 per hour
Gary W. Schons, Special Counsel	$250 per hour

Reimbursements

BB&K will not charge for mileage to and from the City for this work. In addition, BB&K does not charge for routine word processing, secretarial and office costs, including telephone and fax charges. Reimbursement of costs advanced by BB&K on behalf of City of Banning Police Department, as well as other expenses, will be billed at actual cost. These currently include but are not limited to, mileage for additional work at the IRS authorized rate, actual expenses for being away from our offices on City of Banning Police Department business, postage, legal research and any cost of printing or reproducing documents, photographs or other items necessary for legal representation.

Additionally, costs advanced on your behalf may include the preparation of transcript books, electronic media or any other costs associated with your matters.

Legal services provided to the City of Banning Police Department for which the City of Banning Police Department receives reimbursement (i.e., from a developer or other third party), would be billed at BB&K's then current private rates.

WAGNER & PELAYES, LLP
ATTORNEYS AND COUNSELORS AT LAW

Proposed Fees & Costs

Attorneys (partner)----------$190.00/hour

Associates----------$180.00/hour

Law Clerks----------$100.00/hour

Paralegals----------$ 90.00/hour

Investigator Services----------$ 90.00/hour

Wagner & Pelayes, LLP will incur various costs and expenses in performing legal services. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, overnight postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

In-office photocopying	$0.15/page
In-office color photocopying	$0.25/page
Facsimile charges	$1.00/page
Mileage	$0.57/mile (IRS)
Postage (extraordinary)	

Wagner & Pelayes, LLP utilizes PCLaw as their billing and accounting software.
At the end of each month, Wagner & Pelayes, will send the City of Banning statements for fees and costs incurred. Invoices generated will include a breakdown of each City of Banning case or assignment, professional assigned, hours billed per day and costs associated for that particular month.

Each statement will be payable within 30 days of its mailing date.

#10 - WAGNER & PELAYES - PROPOSED FEE SCHEDULE
- RECEIVED IN RESPONSE TO THE CITY OF BANNING
POLICE DEPARTMENT RFP - LEGAL REPRESENTATION FOR
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IV. Attorney Biographies and Rate Sheet
Please see proceeding pages for complete bios.

2015 Governmental Entity Rates (municipal, administrative):

Partner $250/hr.

Senior Counsel $235/hr.

Associate $225/hr.

Paralegals $125/hr.

Pitchess Motion Hearings Flat Rate:

$7,000.00/case based on discounted rate of $200/hr. (partner and senior counsel blended) and 35 hours on average number of billable hours, excluding mileage and other cost.

©Manning & Kass, Ellrod, Ramirez, Trester LLP

ALVAREZ-GLASMAN & COLVIN
ATTORNEYS AT LAW

6795 Washington Street
Building D, Suite R
Yountville, CA 94599
Tel: 707.944.0540
Fax: 707.944.0580
www.agclawfirm.com

Proposed Fee Schedule

Legal representation for *Pitchess* Motion hearings and legal advice on incidents involving "Use of Force" by members of the Banning Police Department:

All attorneys	$185.00/hour
Paralegals/Law Clerks	$110.00/hour

AGC does not charge for word processing or computer services.

Billing Method

Our Firm provides an itemized billing statement once a month with a complete listing of all services rendered and costs advances. Our Firm works cooperatively with our clients to meet the client's needs to provide a clear, comprehensive billing statement. Attorneys bill at .10 increments.

Description Cost(s)

Facsimile (fax)	$0.50 per page
Photocopies	$0.20/Per Page
Postage, long distance telephone, And out of pocket expenses:	AT COST

OVERALL SCORE BASED ON THE COMBINED REVIEW SCORES COMPLETED BY THE DEPARTMENT'S EVALUATION COMMITTEE

1 — FERGUSON, PRAET & SHERMAN

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)
1	CONSULTANT/FIRM'S QUALIFICATIONS	10	29	290
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	30	450
3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	21	210
4	REFERENCES	5	23	115
	EVALUATION COMMITTEE COMBINED SCORES			

Total **355** Average **88.75** verified

2 — JONES & MAYER

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)
1	CONSULTANT/FIRM'S QUALIFICATIONS	10	28	280
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	27	405
3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	19	190
4	REFERENCES	5	22	110
	EVALUATION COMMITTEE COMBINED SCORES			

Total **328.33** Average **82.08** verified

3 — MAYERS/NAVE

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)
1	CONSULTANT/FIRM'S QUALIFICATIONS	10	22	220
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	28	420
3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	22	220
4	REFERENCES	5	13	65
	EVALUATION COMMITTEE COMBINED SCORES			

Total **308.33** Average **77.08** verified

4 — BEST BEST & KRIEGER

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)
1	CONSULTANT/FIRM'S QUALIFICATIONS	10	27	270
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	25	375
3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	17	170
4	REFERENCES	5	19	95
	EVALUATION COMMITTEE COMBINED SCORES			

Total **303.33** Average **75.83** verified

5 — WAGNER & PELAYES

#	CRITERIA	WEIGHT	SCORE	SCORE
1	CONSULTANT/FIRM'S QUALIFICATIONS	10	25	250
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	25	375
3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	17	170
4	REFERENCES	5	21	105
	EVALUATION COMMITTEE COMBINED SCORES			

Total **300** Average **75** verified

6 — LIEBERT CASSIDY WHITMORE

#	CRITERIA	WEIGHT	SCORE	SCORE
1	CONSULTANT/FIRM'S QUALIFICATIONS	10	27	270
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	21	315
3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	22	220
4	REFERENCES	5	17	85
	EVALUATION COMMITTEE COMBINED SCORES			

Total **296.67** Average **74.17** verified

7 — ALVAREZ-GLASMAN & COVIN

#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)
1	CONSULTANT/FIRM'S QUALIFICATIONS	10	27	270
2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	22	330
3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	18	180
4	REFERENCES	5	19	95
	EVALUATION COMMITTEE COMBINED SCORES			

Total **291.67** Average **72.92** verified

OVERALL SCORE BASED ON THE COMBINED REVIEW SCORES COMPLETED BY THE DEPARTMENT'S EVALUATION COMMITTEE

	ALESHIRE & WYNDER, LLP				
	#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	
8	1	CONSULTANT/FIRM'S QUALIFICATIONS	10	21	210	Total
	2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	25	375	**290**
	3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	21	210	Average
	4	REFERENCES	5	15	75	**72.50**
		EVALUATION COMMITTEE COMBINED SCORES				verified

	RICHARDS WATSON GERSHON				
	#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	
8	1	CONSULTANT/FIRM'S QUALIFICATIONS	10	26	260	Total
	2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	24	360	**290**
	3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	16	160	Average
	4	REFERENCES	5	18	90	**72.5**
		EVALUATION COMMITTEE COMBINED SCORES				

	SILVER & WRIGHT, LLP				
	#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	
9	1	CONSULTANT/FIRM'S QUALIFICATIONS	10	22	220	Total
	2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	24	360	**285**
	3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	21	210	Average
	4	REFERENCES	5	13	65	**71.25**
		EVALUATION COMMITTEE COMBINED SCORES				verified

	MANNING & KASS, ELLROD, RAMIREZ, TRESTER, LLP				
	#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	
10	1	CONSULTANT/FIRM'S QUALIFICATIONS	10	24	240	Total
	2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	24	360	**278.33**
	3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	15	150	Average
	4	REFERENCES	5	17	85	**69.58**
		EVALUATION COMMITTEE COMBINED SCORES				verified

	HURRELL CANTRALL, LLP				
	#	CRITERIA	WEIGHT	SCORE (1-10)	SCORE (WT * Score)	
11	1	CONSULTANT/FIRM'S QUALIFICATIONS	10	23	230	Total
	2	EXPERIENCE OF THE CONSULTANT/FIRM'S REPRESENTATIVES	15	22	330	**260**
	3	ORGANIZATIONAL RESPONSIVENESS & KNWOLEDGE	10	14	140	Average
	4	REFERENCES	5	16	80	**65**
		EVALUATION COMMITTEE COMBINED SCORES				verified

CITY COUNCIL / BANNING UTILITY AUTHORITY AGENDA

DATE: **December 8, 2015**

TO: **Banning Utility Authority**

FROM: **Art Vela, Acting Director of Public Works**

SUBJECT: **Resolution No. 2015-18 UA, "Awarding a Professional Services Agreement for Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services to Lynn Merrill & Associates, Inc.**

RECOMMENDATION: The Banning Utility Authority adopt Resolution No. 2015-18 UA:

I. Approving a Professional Services Agreement with Lynn Merrill & Associates, Inc. of Riverside, California in the amount of $52,500.00 for the term of eighteen (18) months.

II. Authorizing the Administrative Services Director to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement.

III. Authorizing the City Manager to execute the Professional Services Agreement with Lynn Merrill & Associates, Inc. for the term of eighteen (18) months.

JUSTIFICATION: A professional services agreement is necessary in order to meet Local, State and Federal environmental regulations addressing Industrial Waste; Fats, Oils and Grease ("FOG") accumulation; and National Pollutant Discharge Elimination System ("NPDES") requirements.

BACKGROUND: The City provides wastewater services to residents and commercial and industrial businesses located within the City limits. The City is required by Local, State and Federal law to maintain all requirements under the Waste Discharge Requirement Order 2006-0003 ("WDR") Permit issued by the State Water Resources Control Board. A requirement of the WDR Permit is to maintain an industrial waste and FOG pretreatment program that provides inspection, monitoring, enforcement, outreach and reporting necessary to ensure compliance with the discharge requirements of the WDR Permit.

Banning is located in the Colorado River Basin, Region No. 7 ("Regional Board"), and is a co-permittee for Board Order No. R7-2013-0011 ("NPDES Permit"). The City manages and implements its NPDES program in house and is now required to perform inspections previously conducted by the Riverside County Department of Environmental Health ("DEH"). The inspections are conducted at businesses with hazardous material and food establishment permits issued by the DEH at frequencies dependent on the type of facility.

The scope of work for the professional services agreement includes tasks to ensure compliance with WDR and NPDES Permits including: the management of the Industrial Waste Pretreatment Program; the administration of the FOG Control Program; NPDES Inspections; and Environmental

Compliance special services as further described in the Request for Proposals ("RFP"), attached as Exhibit "A".

Public Works staff advertised the RFP on October 30, 2015 in the Press Enterprise, as shown in Exhibit "B" and on the City's website. As a result of these efforts, staff received three proposals, attached as Exhibit "C", ranked in the following order and summarized in Exhibit "D":

Consultants	Score
1) Lynn Merrill & Associates, Inc.	914.0
2) CLM Professional Services, Inc.	877.3
3) G & G Environmental Compliance, Inc.	860.0

A committee consisting of three (3) members was assembled to evaluate the proposals based on project approach, technical competency, project team and experience, and overall responsiveness to the RFP and cost. Based on evaluations, staff recommends the contract be awarded to Lynn Merrill & Associates, Inc. for an eighteen (18) month term in the amount of $52,500.00 with the option to renew for two (2) additional years upon satisfactory annual review of provided services. Each contract renewal shall be brought forth to City Council for final approval and shall be for an amount equal to $35,000.00 per single year (12 month period).

FISCAL DATA: The eighteen (18) month Professional Services Agreement in the amount of $52,500.00 will be funded by the operational budgets of the Water and Wastewater Funds for Fiscal Year ("FY") 2016 and FY 2017. The Water Fund operational budget will be utilized in the amount of $4,000.00 for the remainder of FY 2016 and $8,000.00 for FY 2017. The Wastewater Fund operational budget will be utilized in the amount of $13,500.00 for the remainder of FY 2016 and $27,000.00 for FY 2017. Additional single years, if approved, will be funded by both the operational budgets of Water ($8,000.00 per FY) and Wastewater ($27,000.00 per FY) Funds.

RECOMMENDED BY:

Art Vela
Acting Director of Public Works

REVIEWED/APPROVED BY:

Michael Rock
City Manager

Attachments:

1. Exhibit "A" – Request for Proposals
2. Exhibit "B" – Public Notice
3. Exhibit "C" – Proposals
4. Exhibit "D" – Evaluation Summary

RESOLUTION NO. 2015-18 UA

A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES TO LYNN MERRILL & ASSOCIATES, INC.

WHEREAS, staff solicited proposals beginning October 30, 2015 from qualified environmental consulting firms to provide services to ensure compliance with Waste Discharge Requirement Order 2006-0003 ("WDR") Permit and Board Order No. R7-2013-0011 ("NPDES Permit"); and

WHEREAS, the scope of work for these services includes the management of the Industrial Waste Pretreatment Program; the administration of the Fats, Oils and Grease ("FOG") Control Program; NPDES Inspections; and Environmental Compliance special services as further described in the Request for Proposals ("RFP"), attached as Exhibit "A"; and

WHEREAS, three (3) proposals were received from Lynn Merrill & Associates, Inc., CLM Professional Services, Inc. and G&G Environmental Compliance, Inc.; and

WHEREAS, a committee consisting of three (3) members was assembled to evaluate the proposals based on project understanding and approach, firm's experience/technical competency, project team and experience, and overall responsiveness to the RFP and based on evaluations, staff recommends the contract be awarded to Lynn Merrill & Associates, Inc. for an eighteen (18) month term in the amount of $52,500.00 with an option to renew the agreement for two additional one year periods upon satisfactory review and City Council approval in the amount of $35,000.00 per year; and

WHEREAS, the eighteen (18) month Professional Services Agreement in the amount of $52,500.00 will be funded by the operational budgets of the Water and Wastewater Funds for Fiscal Year (FY) 2016 and FY 2017 where the Water Fund operational budget will be utilized in the amount of $4,000.00 for the remainder of FY 2016 and $8,000.00 for FY 2017 and the Wastewater Fund operational budget will be utilized in the amount of $13,500.00 for the remainder of FY 2016 and $27,000.00 for FY 2017; and

WHEREAS, if additional single years are approved the agreement will be funded by both the operational budgets of Water ($8,000.00 per FY) and Wastewater Funds ($27,000.00 per FY).

NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority of the City of Banning as follows:

SECTION 1. The Banning Utility Authority adopts Resolution No. 2015-18 UA approving a Professional Services Agreement with Lynn Merrill & Associates, Inc. of Riverside, California in the amount of $52,500.00.

SECTION 2. The Administrative Services Director is authorized to make necessary budget adjustments and appropriations and transfers related to the project.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Lynn Merrill & Associates, Inc. for the term of eighteen (18) months on a form approved by the City Attorney.

PASSED, ADOPTED AND APPROVED this 8th day of December, 2015.

Deborah Franklin, Chairman
Banning Utility Authority

ATTEST:

Marie A. Calderon, Secretary

APPROVED AS TO FORM AND LEGAL CONTENT:

Lona N. Laymon, Authority Counsel
Aleshire & Wynder, LLP

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-18 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at its Joint Meeting thereof held on the 8th day of December, 2015, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Marie A. Calderon, Secretary
Banning Utility Authority

EXHIBIT "A"

REQUEST FOR PROPOSALS

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Request for Proposals (RFP)

Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services

Proud History
Prosperous Tomorrow

Responses Due:
City of Banning
City Clerk's Office
99 E. Ramsey Street
Banning, CA 92220
(951) 922-3130

October, 2015

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1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION AND OBJECTIVES

The City of Banning (City) is soliciting proposals from qualified environmental consulting firms to provide project management for wastewater regulatory support services including the management and implementation of the Federal Pretreatment Program (Program) and inspection services for primarily private businesses involving industrial waste and stormwater regulations and requirements. Services will include the management of the City's Industrial Waste/Pretreatment program, FOG and NPDES inspections and possible assistance with related environmental compliance.

The City is considering awarding a contract to begin on or about January 1, 2016, for a term of about eighteen (18) months with the possibility of an option to renew for up to two (2) single additional years upon a satisfactory yearly review of the previously provided services and if approved by the City Council.

1.2 BACKGROUND INFORMATION

The City provides wastewater services to the residents and commercial and industrial businesses located in the City of Banning. The City is required by state and federal law to maintain all requirements under the Waste Discharge Requirement Order 2006-0003 (WDR) Permit issued by the State Water Resources Control Board of California. One of the requirements of the WDR Permit is to maintain a Pretreatment Program that provides inspection, monitoring, enforcement, and reporting activities necessary to ensure compliance with the discharge requirements of the WDR Permit. The City has two related Ordinance Nos. 1206 and 1271. Additionally, the City is required to maintain its FOG program by performing inspections and outreach to selected businesses. Banning is located in the Colorado River Basin, Region No. 7 (Regional Board), and is a co-permittee for Board Order No. R7-2013-0011 (referred to as "NPDES Permit").

The City manages and implements its NPDES program in house, but now has to perform inspections previously done by the County Health Department (DEH). Therefore, assistance is needed in inspecting businesses that have Hazardous Material and Food establishment Permits issued by the DEH. The NPDES Permit requires that businesses that have Riverside County Health Department issued Permits be inspected at different frequencies. The City anticipates entering into a contract for these program management and inspection services and possible assistance with related environmental compliance.

2.0 CONSULTANT SCOPE OF SERVICES/ TASKS

The solicited Scope of Services includes, but is not limited to, the following tasks:

2.1 Industrial Waste Pretreatment Program Management

Currently, there are 3 Industrial User (IU) permits issued by the City of Banning: San Gorgonio Hospital, Larry D. Smith Detention facility and Allen Industries (a non-

discharger). Each IU Permit requires self-monitoring reports as determined in their permit to be submitted to City staff and an annual inspection by the City. The selected consultant will manage all aspects of this Industrial Waste Program to ensure the City of Banning is meeting all of the requirements of the WDR. The Program services include on-site inspections, monitoring, permitting, coordination of work with other City departments as required, developing and maintaining the Program database and any administrative functions required to support the Program. The Program also provides protection to the environment and the public through inspection and educational outreach efforts designed to prevent sanitary sewer overflows; spill prevention programs that safeguard the sewer from flammable and toxic chemicals; and proactive food service and automotive repair programs that reduce the amounts of fats, oils, and grease that enter the sewer system. The City of Banning's goal is to have a cost effective Program that will provide the following:

- Manage three (3) Industrial User Permits.
- Conduct Industrial User site inspections at least once per year.
- Review and evaluate Self-Monitoring Reports (SMRs) from permitted users to ensure compliance.
- Prepare, complete all required regulatory reports as required by the Wastewater Discharge Requirements (WDR).
- Conduct necessary follow-up site inspections for new or tenant improvement projects that require Program involvement.
- Maintain IU data and schedules in the City's XC2 data management system.
- Provide monthly status reports to the City and attend any meetings required to maintain effective communications.

2.2 Fats, Oils and Grease (FOG) Control Program

FOG control program services to prevent excessive accumulation of Fats, Oils and Grease includes the management and assistance in administering the FOG control program to ensure compliance with Federal, State and local environmental laws. FOG inspections are performed semi- annually at food service and automotive repair businesses throughout the City. The consultant shall prepare a FOG inspection Form for the City's approval and perform FOG inspections of required food service establishments as directed by the Water/Wastewater Superintendent. Educational outreach, including BMPs and recommending solutions to businesses with non compliance status will also be included. All of the inspections and results shall be tracked on both a Spreadsheet and XC2 data management program and provided to him monthly. Any inspections that prove to be non compliant shall be re-inspected until compliance is achieved. There are approximately 50 or more facilities that will be inspected annually.

2.3 NPDES Inspections

The City is co- permittee on NPDES Permit No. R7-2013-0011in the Whitewater River Region and the Permit requirements are explained in the SWMP. The County DEH

issues Hazardous Material Permits to facilities that are required to be inspected by the City either annually or every three years. Additionally, retail food service facilities with Food establishment Permits must be inspected once per Permit term. Engineering Division staff has a current database of the facilities and an inspection form for each of the two types of facilities. Services would include performing the NPDES inspection per the City's inspection form and updating and maintaining the current Spreadsheet and providing this to the Associate Civil Engineer monthly. Also, periodically check the DEH website for new businesses that obtained DEH Permits requiring City NPDES inspections. Followup inspections for non compliance and BMP educational outreach to the business owners would also be required during the NPDES inspection. It is estimated that 50 or so businesses would be inspected each year, but the number will vary.

2.4 Environmental Compliance Special Services, if requested, may include:

- Provide training to staff and develop training materials on federal or state environmental regulations, NPDES requirements, BMPs, etc.
- Review and approve developer's plans for pretreatment processes, provide comments on proposed project applications, review and approve technical specifications for pretreatment processes.
- Assist Public Works Department staff with environmental compliance of State of California requirements (such as for hazardous waste, Industrial General Permits and CUPA facilities), when needed, and provide answers and clarifications to regulations and questions from staff and other agencies.
- Possible meetings with City staff, developers, civil engineers, and other regional agencies.

The City of Banning would like to establish a list of firms/firm that are/is prequalified to work on environmental projects. A statement of your firm's interest and qualifications regarding this RFP is herein requested and solicited.

3.0 SUBMITTAL REQUIREMENTS

3.1 Number of Copies and Delivery

Four (4) copies of the proposal shall be submitted to the following address:

City of Banning
City Clerk's Office
99 E. Ramsey Street
P.O. Box 998
Banning, CA 92220

The proposal title, consultants name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Tuesday November 10, 2015 at 5:00 p.m. Proposals submitted after that time shall not be considered. All

questions regarding the Scope of Work shall be submitted to Holly Stuart, Management Analyst by November 4, 2015 via e-mail at hstuart@ci.banning.ca.us. In order for all consultants to receive the same information, **no response shall be given to verbal questions submitted by telephone or in person**; answers to all relevant questions will be as an Addenda to the RFP.

3.2 Format and Content

Proposals shall include the following:

1. Proposal submittals shall be brief and concise, containing no more than thirty-five (35) pages of material (excluding front and rear cover). Submittals in excess of 35 pages shall be considered to be non-responsive.

2. Proposals shall include the following in sequence:

    - Cover Letter: One-page cover letter that includes the mailing and e-mail addresses and telephone and fax number of the person(s) to be used for contact and who is authorized to represent the firm or group.

    - Table of Contents: An index of material included in the proposal.

    - Project Understanding and Approach: Discuss the firm's understanding of the tasks listed above in the "Consultant Scope of Services" and how the firm will approach providing services to the City of Banning for the Industrial Waste User Program, FOG and NPDES inspections and Environmental Compliance Services for both public and private facilities involving stormwater regulations and requirements. **Each of the Consultant Scope of Services/Tasks listed above shall be addressed in the proposal, including Environmental Compliance special services.**

    - Statement of Qualifications: A statement of the firm's or group's qualifications to perform the tasks listed in the "Consultant Scope of Services" section above. Provide examples of recent and relevant experience or list of similar projects for Industrial User program management and inspections, FOG and NPDES inspections and Environmental Compliance Services during the last five (5) years. This shall include experience with FOG control program management and services, Industrial waste program management, the Whitewater Region NPDES Permit and inspections, and the special services mentioned. Provide at least three (3) client references, including names and phone numbers, who can attest to the firm's performance.

    - Management and Key Staff: Provide an organizational chart and describe the staffing proposed for this contract, including necessary support staff. Include their recent experience in projects comparable to the proposed

services. The proposed staff's qualifications and job classifications shall be included. Resumes of the management team are required from the Consultant. It should be noted that the Inspectors shall be certified by the California Water Environment Association (CWEA) and possess a minimum certification of "Environmental Compliance Inspector, grade II. Additionally, experience with NPDES inspections is required.

- Proof of Insurance: **Submit proof of the ability to maintain insurance in the amount required of all CITY OF BANNING CONSULTANT Agreements**. This includes: Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement. Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or eqnivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

- **Fee Schedule:** Due to the fact that this is an on call type of contract and thus the exact scope is not known at this time (total number of FOG and NPDES inspections for example), a cost proposal is not required. The selected consultant shall provide a Scope of Work and Cost proposal for each new project/task throughout the contract term upon the City's request. The Fee Schedule, in a **separate sealed envelope**, shall be broken down on separate sheets as follows:

3. Billing rates per classification of personnel and "Other Direct Costs" will be indicated for each task mentioned under the "Consultant Scope of Services/Tasks". This will ensure the City knows which staff and associated costs will occur for each task, such as FOG or NPDES inspections.

4. A current hourly Fee Schedule for Fiscal Year 2015/2016 and classification of personnel for the firm, along with the type of work they will perform, is also required.

5. All printing and reproduction costs, research, meetings, mileage, telephone usage, general office supplies and overhead, etc., shall be included in the proposal as "Other Direct Costs". Proposals should be prepared in a straight forward manner.

4.0 SELECTION PROCESS AND EVALUATION CRITERIA

Proposals received prior to the deadline will be screened and evaluated through the following process:

1. A Selection Committee composed of City staff will screen the proposals to determine whether they are responsive to the RFP and shall then score the proposals.

2. Selection criteria, will be considered in the following order of importance:

    - Understanding of the Scope of Services, including special services, and the approach the consultant will take in providing these services.
    - Consultant team's overall experience and qualifications to perform the industrial waste, FOG and NPDES inspections and environmental compliance tasks.
    - Qualifications of the project manager, inspector(s) and consultant staff assigned to provide the services.
    - Experience with and knowledge of the Whitewater River Region NPDES Permit, SWMP, WDR 2006-003 and Banning Ordinance Nos. 1206 and 1271.
    - Responsiveness to the RFP.
    - References from other cities, agencies and consultants.

3. The City reserves the right to reject any and/or all proposals, and to waive or decline to waive irregularities in any submittal.

4. Any costs incurred by the respondents in the preparation of any information or material submitted in response to the RFP shall be borne solely by the respondents.

5.0 TENTATIVE SCHEDULE

It is anticipated that the Consultant will be selected and asked to enter into a Contract Agreement with the City of Banning on January 1, 2016. The selected Consultant will be asked to provide a Scope of Work/Services and Cost proposal for each task upon request and obtain Public Works Department staff approval prior to beginning work.

◦ Request for Proposal Available	October 30, 2015
◦ Inquiry Deadline	November 4, 2015
◦ Proposals Due	November 10, 2015
◦ Final Selection	November 23, 2015
◦ City Council Recommendation	December 8, 2015
◦ Notice to Proceed (Tentative)	January 1, 2016

6.0 WORK GUARANTEE

The City may perform some of the tasks in house in the future, so there is no guarantee of the amount of work awarded over the upcoming Fiscal Year 2015/16 or in subsequent Fiscal Years. Also, unanticipated work, such as that listed in special services, may arise in the future.

CITY OF BANNING PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF BANNING

and

_____

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BANNING AND

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ____ day of _____, 2015 by and between the City of Banning, a municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties"). Consultant

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those

standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars ($_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to

Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.10. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under

this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

In addition, Consultant agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of

articles to be supplied by Consultant under this Agreement, and of which the Consultant is not the patentee or assignee or has not the lawful right to sell the same.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any

right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of ___Not Applicable____ ($_0.00_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to

this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any

State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 E. RAMSEY ST, BANNING, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BANNING, a municipal corporation

_____,
Interim City Manager

ATTEST:

_____
Marie A. Calderon, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
David J. Aleshire, City Attorney

CONSULTANT:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____

_____

_____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. **Consultant will perform the following Services:**

A.

B.

C.

II. **As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

A.

B.

C.

III. **In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**

A.

B.

C.

IV. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

V. **Consultant will utilize the following personnel to accomplish the Services:**

A.

B.

C.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall perform the following tasks at the following rates:**

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. **A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

III. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

IV. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. **The total compensation for the Services shall not exceed $_____ as provided in Section 2.1 of this Agreement.**

VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer. Contractor will provide a written proposal within one week of the city's request for services, unless otherwise agreed to by the Contract Officer.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A.

B.

C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

CITY OF BANNING INSURANCE REQUIREMENTS

The City of Banning will require the following to approve insurance for your contract:

1) Limits of insurance:

   (a) General Liability insurance with limits of not less than $1,000,000 for bodily injury and property damage; $1,000,000 for personal and advertising injury; $2,000,000 products and completed operations aggregate and $2,000,000 general aggregate
   (b) Auto Liability insurance endorsed for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage
   (c) Professional Liability insurance with limits of liability of not less than $1,000,000 per claim/occurrence and $2,000,000 aggregate **(only required if contract involves the rendering of a professional service)**
   (d) Workers' Compensation insurance as required by law
   (e) Employer's Liability insurance with limits of liability of not less than $1,000,000, each accident; $1,000,000 disease each employee; and $1,000,000 disease policy limit

2) Certificate holder should appear as follows:

   City of Banning
   Attn: **(insert name of contract person)**
   99 E. Ramsey Street
   Banning, CA 92220-4837

3) The certificate of insurance should read "The City of Banning, its officers, officials, employees and agents are additional insured as respects to General Liability and Auto Liability insurance. This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis. Waiver of subrogation for Workers' Compensation insurance as respects to the City of Banning, its officers, officials, employees and agents.

4) Additional insured endorsement, with primary and non-contributory language or a primary insurance endorsement, for General Liability insurance **(including ongoing operations and completed operations)**. The additional insured should read, "The City of Banning, its officers, officials, employees, agents and volunteers". Examples of primary insurance language are "Such insurance as is afforded by the policy is primary and any other insurance shall be excess and not contribute to the insurance afforded by this endorsement" or "This insurance is primary, and our obligations are not affected by any other insurance carried by such additional insured whether primary, excess, contingent, or on any other basis".

5) Additional insured endorsement for Auto Liability insurance. The additional insured should read, "The City of Banning, its officers, officials, employees and agents."

6) Waiver of subrogation endorsement for Workers' Compensation insurance should read, "the City of Banning, its officers, officials, employees and agents."

7) The "Retro Date" must be shown for the Professional Liability insurance. **(only required if contract involves the rendering of a professional service).**

Should you have any questions with respect to the foregoing, please do not hesitate in contacting Pam D'Spain at pdspain@ci.banning.ca.us or (951)-922-3126.

Thank you.

CITY OF BANNING NEW VENDOR PACKAGE

FINANCE DEPARTMENT
99 East Ramsey Street · P.O. Box 998
Banning, CA 92220-0998
(951) 922-3126
Fax (951) 922-3165
www.ci.banning.ca.us

Dear Vendor:

Enclosed is a vendor packet consisting of:

- Vendor Master file Sheet
- Std. 204 (Substitute W-9 form)
- Business Tax Certificate Application (May not apply if you are not conducting business in Banning)

Please complete the packet and return to:

City of Banning
Attn: Purchasing Department
PO Box 998
Banning, CA. 92220

If you have any questions concerning any of the forms, please feel free to contact me at (951) 922-3126 for assistance.

Thank you for your timely attention to this matter.

Sincerely,

Pam D'Spain
pdspain@ci.banning.ca.us
City of Banning
Finance Department

Enclosure

VENDOR MASTERFILE

VENDOR NUMBER: _____

NAME: _____

ADDRESS: _____

_____

_____

CITY, STATE, ZIP: _____

PHONE#: _____ FAX#: _____

CONTACT: _____ PHONE#: _____

EMAIL ADDRESS: _____

TERMS: _____ CREDIT LIMIT: _____

REMITTANCE ADDRESS IF DIFFERENT FROM ABOVE

NAME: _____

ADDRESS: _____

_____

_____

CITY, STATE, ZIP: _____

OFFICIAL USE ONLY

W-9 ON FILE: _____ BUSINESS LICENSE: _____

STATE OF CALIFORNIA

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (REV. 2-2000)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1 PLEASE RETURN TO:

DEPARTMENT/OFFICE
CITY OF BANNING - FINANCE DEPARTMENT

STREET ADDRESS
99 E. RAMSEY ST. P.O. BOX 998

CITY, STATE, ZIP CODE
BANNING, CA. 92220

TELEPHONE NUMBER
(951) 922-3126

PURPOSE: Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments.
(See Privacy Statement on reverse)

2 PAYEE'S BUSINESS NAME

MAILING ADDRESS *(Number and Street or P. O. Box Number)*

(City, State and Zip Code)

3 VENDOR ENTITY INFORMATION

CHECK ONE BOX ONLY

- ☐ LEGAL CORPORATION
- ☐ PARTNERSHIP
- ☐ MEDICAL CORPORATION
- ☐ ESTATE OR TRUST
- ☐ EXEMPT CORPORATION
- ☐ ALL OTHER CORPORATIONS

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN)

☐ INDIVIDUAL OR SOLE PROPRIETOR

SOCIAL SECURITY NUMBER OF OWNER

OWNER'S FULL NAME *(First)*

NOTE: State and local governmental entities, including school districts are not required to submit this form.

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4 PAYEE RESIDENCY STATUS

CHECK APPROPRIATE BOXES)

- ☐ California Resident - Qualified to do business in CA or a permanent place of business in CA
- ☐ Nonresident *(See Reverse)* Payments to nonresidents for services may be subject to state withholding
  - ☐ WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED
  - ☐ SERVICES PERFORMED OUTSIDE OF CALIFORNIA; GOODS ONLY SOLD TO CALIFORNIA

NOTE:
a. An estate is a resident if decedent was a California resident at time of death.
b. A trust is a resident if at least one trustee is a California resident.
(See reverse)

5 CERTIFYING SIGNATURE

I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME *(Type or Print)*

TITLE

SIGNATURE

DATE

TELEPHONE NUMBER

STATE OF CALIFORNIA
PAYEE DATA RECORD
STD. 204 (REV. 2-2000) (REVERSE)

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-6500
For hearing impaired with TDD, call....1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

CITY OF BANNING

99 E. Ramsey Street • PO Box 998 • Banning, CA 92220
Attn: Business Taxes • (951) 922-3126 • Fax (951) 922-3165

Proud History Prosperous Tomorrow

BUSINESS TAX CERTIFICATE APPLICATION

Please Check One	
New Application	☐
Change of Owner	☐
Change of Address	☐
Change of Business Name	☐
Home Occupation	☐

PLEASE TYPE OR PRINT CLEARLY:

Business Name _____

Business Location _____ (Suite No.)
(Not P.O. Box)

Bus. Phone _____ Bus. Fax _____

Mailing Address _____
(if different)

Email Address _____

Ownership ☐ Corporation ☐ Limited Liability Corp. ☐ Partnership ☐ Sole Proprietor ☐ Trust
(A Federal ID number is required for all business types except sole proprietors)

Banning Start Date	Description of Business

Business Type ☐ Retail/Wholesale Service ☐ Manufacturing ☐ Professional ☐ Contractor

State Lic. No. _____ License Type _____ Expiration Date _____

Resale No. _____ Federal ID No. _____ State ID No. _____

OFFICIAL USE ONLY

Account No. _____
Expiration Date _____
License Tax $ _____
Penalty _____
Total Fee $ _____
Date Paid _____ ☐ Cash
Check No. _____ By _____

Reviewed & Approved By:

Bus. Lic. Dept.	/
Planning Dept.	/
Bldg. & Safety Dept.	/
Fire Dept.	/
Police Dept.	/
Public Works	/
Home Occup. Permit Required	YES ☐ No ☐

BELOW ENTER NAMES OF OWNERS, PARTNERS, OR CORPORATE OFFICERS - Use additional sheets as necessary

(Social Security Number required for all sole proprietors)

Owner Name _____ Title _____ Phone ( ) _____
Home Address _____ Cell Phone ( ) _____
Driver's Lic. No. _____ Social Security No. _____

Owner Name _____ Title _____ Phone ( ) _____
Home Address _____ Cell Phone ( ) _____
Driver's Lic. No. _____ Social Security No. _____

In case of emergency, please contact: (Required for in-town locations)

Name _____ Title _____ Phone ( ) _____
Address _____ Cell Phone ( ) _____

PLEASE COMPLETE THE FOLLOWING:

No. of Employees ☐
No. of Professionals ☐
No. of Non Professionals ☐
No. of Rental Units ☐
No. of Coin Operated Machines ☐

NOTE: Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office. For general information, please call the Board of Equalization at 1-800-400-7115.

PLEASE CALCULATE AMOUNT DUE BY ENTERING INFORMATION IN BOXES BELOW AND SIGN.

Business Tax	$
Fire Inspection	$
Building Inspection	$
Home Occupation Fee	$
Other Fee	$
State CASp Fee	$ 1.00
TOTAL FEES	$

I understand that the acceptance of this application does not give me the right to occupy any building until I receive a Certificate of Occupancy. I declare under penalty of perjury, that I am authorized to complete this application and, that to the best of my knowledge, the information provided herein is true and correct.

Date: _____ Title: _____

Signature: _____

NOTICE: Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies: The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx - The Department of Rehabilitation at www.rehab.cahwnet.gov - The California Commission on Disability Access at www.ccda.ca.gov.

Printed 1/3/2013: 4:32 pm

City of Banning

BUSINESS TAX SUMMARY

Every Person Who Engages in Business In The City Shall Pay A Business Tax Based Upon Number Of Employees Unless Specifically Assigned A Different Tax.

General Service Businesses
Use Number of Employees Tax Calculation Below

0 - 5 Persons	$ 50.00
6-10 Persons	110.00
11-15 Persons	165.00
16-20 Persons	220.00
21-25 Persons	275.00
26 + Persons	330.00

Retail and Wholesale and Other Businesses

Adjustor or Claims Agencies
Advertising Agencies
Aircraft Services
Alarm Services
Armored Car Services
Animals, Board and Care
Barber Shops
Beauty Shops
Business Services
Check-Cashing Services
Data Processing Services
Detective Agencies
Ditching and Backhoe Services
Drafting Services
Employment Services
Equipment Rental (all types)
Escrow or Title Companies
Finance, Savings & Loans
Fire Extinguisher Services
Guard and Patrol Services
Health Salons
Herbalists
Interior Decorators
Janitor Services
Laundry and cleaning services
Locksmiths
Messenger Services
News Agencies
Newspaper Dealers
Odor Control Services
Pest Control Services
Photographers
Piano Tuning Services
Printers
Professional Schools (all types)
Publications and Periodicals
Public Utilities
Radio, Television, and other Communication Services
Repair & Maintenance Services (All Types)
Sign Printers
Swimming Pools and Clubs
Tailors or Dressmakers
Tax Services
Ticket Agencies
Trash Collection Services
Travel Agencies
Tree, Lawn & Weed Control
Vehicle Rental or Leasing Agencies
Warehouse Storage Services
Water Softner Services
Real Estate Offices
Miscellaneous as determined

Miscellaneous Businesses

Advertising-Outdoor	$125.00 per year for 1-8 billboards/displays $ 15.00 per year ea add'l billboard/display
Ambulance Service	$ 55.00 per year - First Ambulance $ 12.00 per year - Each Additional Ambulance
Automobile, RV, Trailer and Boat Storage Units	$ 25.00 per year for 1-10 Units $ 2.00 per year ea additional unit over 10
Day Nurseries/Nursery Schools	$ 15.00 per year for 1-6 children $ 2.00 per year each additional child over 6
Delivery Vehicles	$ 55.00 per year
Dog Kennels	$ 20.00 per year each 15 animals
Pawnbrokers	$110.00 per year
Shoeshine Stand	$ 15.00 per year
Christmas Tree Lot	$ 15.00 per season
Swap Meet-each location	$250.00 per year

See Section 5 of the City of Banning Code Book for additional Business Categories.

These types of businesses require Council Approval

Auto Wrecking/Junk Dealers	$110.00 per year
Massage Parlor-Baths	$220.00 per year
Taxicabs/Limousines	$ 30.00 per year, per unit

Name and/or Location Change

$ 5.00 Flat Fee

Professional Services
$80.00 for each professional per year PLUS
$5.00 for each non-professional employee per year

Accountants, CPA OR PA
Appraisers
Architects (including landscape)
Assayers
Attorneys
Chemists
Chiropodists
Chiropractors
Consultants
Dentists
Engineers (all types)
Geologists
Morticians
Oculists
Optometrists (non-dispensing)
Osteopaths
Physicians
Physiologists
Physiotherapists
Psychologists
Veterinarians
Brokers and Agents
Laboratory Workers

Recreation and Entertainment Services

Amusement Centers Includes any flying horses, merry-go-rounds, ferris wheels or other riding devices, giant slides, shooting galleries, etc.	First six devices, rides, lanes, etc. $40.00 PLUS $ 7.00 for each additional device, ride lane,etc.
Amusement Centers, Temporary No fixed place of business, includes kiddie rides in shopping centers, pony rides, etc.	First six devices, rides, lanes, etc. $40.00 PLUS $ 3.00 for each additional device, ride, lane, etc.
Dance, Public (Nightclubs, etc.)	$12.00 per day $85.00 per year
Dancing Club (where admission is charged, dues paid or donations accepted)	$85.00 per year
Astrology, Palmistry, etc.	$110.00 per year
Theaters and Shows	$110.00 First 500 seats per year $ 12.00 ea add'l 100 seats/year
Golf Course - 18 hole Golf - Driving Range, Miniature or Pitch and Putt	$110.00 per year $ 85.00 per year

Opening New Businesses

Industrial Waste Inspection Fee	$175.00
Fire Inspection Fee	$134.00 per unit per hour
Building and Safety Inspection Fee	$ 88.00 per unit per hour
Sign Permit	$537.00
Home Occupation	$205.00 plus applicable Business License Fee

Coin Operated Machines

1-5 Machines	$ 20.00 per year
Each Additional Machine	$ 1.00 per year

Contractors

For the first member or employee	$80.00
For each employee in excess of one	$ 5.00

Must submit proof of State Contractors License and Workers' Compensation with the application

Rentals - Not to exceed $330.00 per year

Hotels, Motels, Roominghouses, Duplexes and Multiple-dwellings	$12.00 per unit per year
Commercial and Business Rentals	$20.00 per unit per year
Single Family Residences 3 to 5	$20.00 per unit per year
6 to 10 residences	$30.00 per unit per year
over 10 residences	$40.00 per unit per year
Mobile Home Parks	$ 1.25 per space per year
RV Campground	$ 1.25 per space per year
Mini-warehouse (Storage)	$ 1.00 per each unit per year

Printed 1/3/2013; 4:32 pm

EXHIBIT "B"

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP)

INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG and NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES

The City of Banning is soliciting proposals from qualified environmental consulting firms to provide project management for wastewater regulatory support services that will include the management of the City's Industrial Waste/Pretreatment program, FOG and NPDES inspections and possible assistance with related environmental compliance.

A complete copy of the Request for Proposals may be obtained by visiting the City of Banning website at http://www.ci.banning.ca.us/index.aspx?nid=19 or by contacting Ms. Holly Stuart, Public Works Analyst by email at hstuart@ci.banning.ca.us or by phone at (951) 922-3138. The Proposals are due by Tuesday November 10, 2015 by 5:00 pm to the City of Banning, City Clerk located at 99 E. Ramsey Street, Banning, CA 92220.

BY ORDER OF THE CITY CLERK of the City of Banning, California.

s/ Marie A. Calderon, City Clerk
City of Banning, California

DATED: October 27, 2015
PUBLISH: October 30, 2015

EXHIBIT "C"

PROPOSALS

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Lynn Merrill & Associates, Inc.

Lynn Merrill
Consulting to Municipal Government
Sustainability / Operations / Management

NOV 16 2015 DEC
City Manager

November 10, 2015

Holly Stuart
Management Analyst
City of Banning
99 East Ramsey Street
P.O. Box 998
Banning, CA 92220

REF: Request for Proposal – Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services.

Dear Ms. Stuart:

We are pleased to submit the attached Proposal in response to the above RFP. Lynn Merrill and Associates, Inc., Consulting to Municipal Government was formed in November 2004 by Mr. Lynn Merrill after a 12 year career in municipal governments, including ten years with the City of San Bernardino. The business previously operated as a sole-proprietorship and has been in business for over 11 years. We recently incorporated under Lynn Merrill and Associates, Inc., and anticipate shifting to the corporate model on January 1st, 2016.

Since 2004, our firm has provided a range of environmental and municipal consulting services to over 18 cities and counties throughout southern California. Our previous works include technical assessment of the MS4 permits requirements to various municipal clients in both Riverside County and San Bernardino County and analysis of clients' MS4 programs in order to develop MS4 program implementation recommendations. We are currently providing NPDES technical support to the City of Palm Springs, which is regulated under the NPDES MS4 Permit Order R7-2013-0011. Tasks assigned under this contract include inspections, review of the City's ordinances and representing the City at the Desert Task Force meetings.

Our company has provided a variety of San Bernardino County and Riverside County NPDES Inspection Services. We have conducted over 700 inspections of Commercial, Restaurants and Industrial sites, as well as approximately 150 WQMP BMP verification audits within the City of Rialto under the San Bernardino County MS4 Permit, as well as over 300 Commercial and Industrial inspections within the City of Lake Elsinore under the Riverside County MS4 Permit and 250 Commercial and Industrial inspections for the City of Palm Springs under the Whitewater MS4 Permit. Our work includes data management within the San Bernardino MS4 Database for those cities within San Bernardino County.

We are currently under contract to perform NPDES Commercial, Restaurant and Industrial Inspections within the cities of Grand Terrace, Palm Springs, San Jacinto and Perris for the current FY15-16 Permit Term. Our company provided principal support to the City of Rialto during the 2012 EPA NPDES Audit, as well as professional support to the City of Lake Elsinore 2014 EPA Audit. In addition, our team members have performed WQMP Inspection services ranging from Acceptance Inspections to Post Construction BMP inspections, as well as Construction Site Inspections. Our senior staff members have their QSP/QSD registrations under the General Construction Permit, Scrap Metal Permit or both.

Under the Industrial Waste Pretreatment Program Management, we have provided technical support to the City of Rialto in the update of the Sanitary Sewer Management Plan, as well as have staff who supported the Industrial Pretreatment Programs in both Montclair and Rialto. We currently are providing FOG inspections for the City of Rialto as part of our NPDES inspections, which include conducting routine inspections of each commercial interceptor, including a determination of whether the interceptor and associate records are within compliance with the City's Pretreatment Program. We work closely with Rialto Water Services to provide field support for the pre-treatment program, including conducting Industrial Waste Surveys (IWS) of new businesses to ensure that they are properly included in the Pretreatment program.

We believe that this unique combination of NPDES, FOG and Pretreatment experience will permit us to effectively and efficiently assist the City of Banning in their program. We look forward to the opportunity to provide these services to the City of Banning.

Respectfully,

Lynn Merrill

President

35585 Barbara Lane, Yucaipa, California, 92399
Telephone: 951-217-1201 / Email: LCMUPLAND@aol.com



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PROJECT UNDERSTANDING AND APPROACH

OVERVIEW

Since our firm's inception in November 2004, we have provided a variety of municipal program and project management services to both city and county governments as it relates to various aspects of environmental program compliance. We have been actively involved in MS4 Permit Program requirements in San Bernardino County since 2000, first as Director of Public Services for the City of San Bernardino, and subsequently as principal and founder of Lynn Merrill and Associates, Inc., Consulting to Municipal Governments.

As an active participant in the MS4 Permit programs, we currently represent the City of Rialto on the San Bernardino NPDES Permit Program, the City of San Jacinto on the Riverside NPDES Permit Program, and the City of Palm Springs on the Whitewater NPDES Permit Program. Our representation in both counties and three watersheds allows us to provide insight and critical analyses of the strengths and opportunities which are available within both counties. Our technical background in sciences and permitting as well as operational experience with City governments, provides a unique viewpoint and support for the City of Banning program.

For example, for the City of San Jacinto, we actively participated in the development of the Comprehensive Nutrient Reduction Plan required for the Lake Elsinore/Canyon Lake watersheds. Our scientific background allowed us to provide critical analysis for our client that resulted in the Riverside County Flood Control and Water Conservation District reassessing the various compliance methodologies in Canyon Lake. This reassessment turned the program away from initially pursuing a Hypolimic Oxygenation System (HOS) to a hybrid approach which utilized applications of alum to treat nitrogen and phosphorus loadings as an initial approach, with significant economic savings to the various permittees in the San Jacinto watershed.

For our client, the City of Rialto, we assisted the City in a Santa Ana Regional Water Quality Control Board / Environmental Protection Agency NPDES Program Audit. As a result of the audit findings, we assisted the City in reconciling various program deficiencies. The City expanded our contract scope to conduct all commercial, industrial and restaurant NPDES inspections within the City, and between March 2013 and June 2013, our firm conducted over four hundred inspections of the various businesses within the City. In addition, in order to fund this program, we conducted a fee study which resulted in the adoption of a NPDES Inspection Fee in April 2013. Since January 2014, we have been coordinating the invoicing for the inspection fees for the City, as well as conducting all commercial, industrial, restaurant (including FOG), and Post Construction BMP inspections for the City. Our effort includes assistance in updating the City's Sanitary Sewer Management Plan (SSMP), development of the Fats, Oils, and Greases (FOG) program, conducting Pretreatment Industrial Waste Surveys of new businesses to determine if they are subject to the Pretreatment requirements, and conducting FOG inspections including interceptors and clarifier assessments.

Our company's services include critical analysis of policy and process efforts as well as field experience in a municipal setting. With our combined company experience that includes both scientific and public policy background, as well as oversight of maintenance operations in a major city, we bring the ability to quickly analyze, review and provide critical assessment of various approaches and documents while understanding the physical and political limitations and restrictions associated with NPDES program implementation.

Over the last four years, we have developed a team of environmental professionals who have the capability to provide all the required services as set forth by the City of Banning. These services include:

- Industrial Pretreatment Support
- Commercial and Industrial Inspections;
- Restaurant Inspections including implementation of the Fats, Oils and Greases (FOG) Program;
- Water Quality Management Plan BMP Acceptance, Field Verification and Post Construction BMP Inspections;
- Construction Site Inspections.

Our senior staff includes personnel with combined experiences of over 30 years in conducting various NPDES inspections under both the San Bernardino and Riverside County NPDES Program. Supervising staff have their QSP/QSD Certifications for the General Construction Permit and CWEA Environmental Compliance Inspector certifications. Two of our staff recently completed the QSP/QSD Certification under the Sector-Specific Scrap Metal Recycler NPDES Storm Water Permit (Order No. R8-2012-0012). The following table lists our team members and their current certifications:

Team Member	Title	CWEA Certifications	Other Certifications	GCP – QSP/QSD	Scrap Metal QSP/QSD
Phuong Hunter	Senior Consultant	CWEA - Environmental Compliance Inspector II 01014207	CPSWQ 0499	QSP/D 21425	
Joseph Rosales	Senior Supervising Inspector	CWEA - Environmental Compliance Inspector I 2074119.	CESSWI 1233	QSP 0419	SM-QSD-079
Saul Martinez, P.E.	Inspector III		CESSWI 0998	QSP/D 20960	
Paul Merrill	Inspector II				SM-QSD-081
Shirley Loza	Inspector I		California Department of Public Health, Grade II Water Treatment Operator. California Department of Public Health, Grade II Water Distribution Operator		SM-QSD-
Ryan Stanton	Inspector I		NPDES Training Institute, Certificate, MS4 Compliance and Enforcement Certified Inspector.		SM-QSD-
Cynthia Gabaldon, P.E.	Senior Consultant		CPSWQ 0284 CPESC 4917	QSP/D 114 ToR 114	

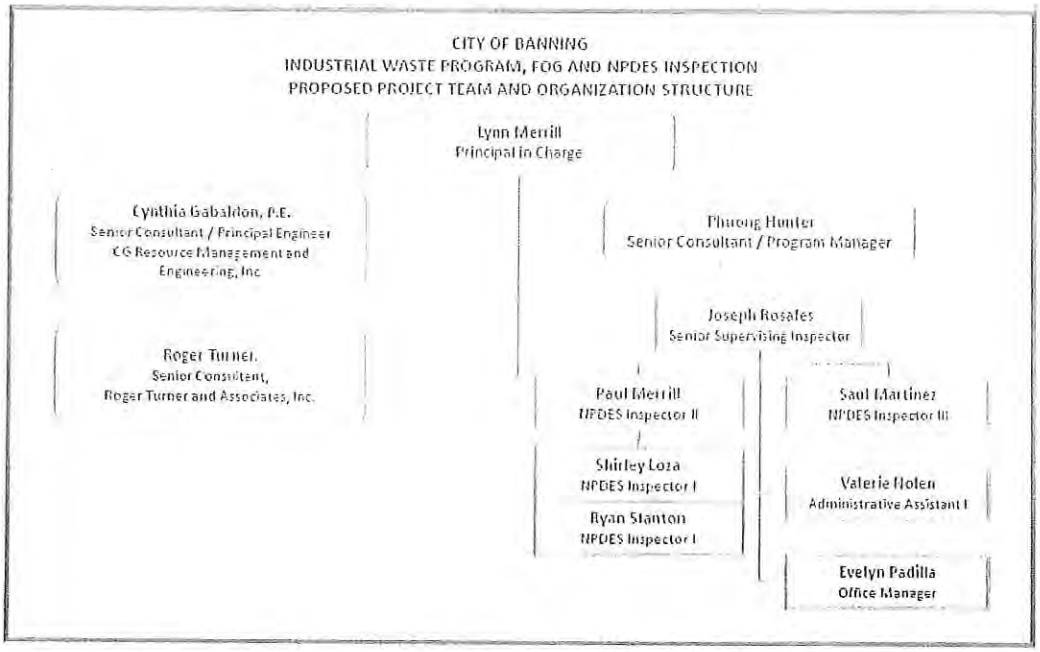
Under our company, we have assembled a team that has provided services to a wide range of clients and that has accomplished a variety of projects and programs relating to Environmental Support. This team is capable of providing all of the requested environmental services contained within the RFP. This team include:

CG Resource Management and Engineering, Inc. This company was formed by Cynthia Gabaldon who has over 25 years of experience in the environmental program field. Ms. Gabaldon has experience as a construction manager, project manager and resident engineer for public and private facilities and civil construction. She has also worked for a public agency giving her additional insight into municipal agency priorities. She has specifically worked for a municipal public works department, managing the NPDES program. Focusing on NPDES program and development in the municipal arena has given her the opportunity to learn and understand the NPDES Phase I and II regulatory programs. Ms. Gabaldon has participated in many levels of the MS4 Permit implementation process including: permit negotiations with the Regional Water Quality Control Board, documentation and report preparation, field inspections for industrial, commercial and construction sites, training, evaluation of the existing compliance program and planning and development of future program goals and tasks. Internal tasks included budget analysis and monitoring, inter-departmental coordination and representing the municipal agency at various regional meetings. Her past work has included geotechnical work relating to sewer and water treatment systems.

Roger Turner & Associates, Inc. Mr. Roger Turner has over 35 years of varied experience as a land use planner, state regulator and environmental compliance officer for a large water utility agency in the San Jacinto watershed. Since forming his company in 2006, Mr. Turner has performed a variety of NPDES program activities, including the preparation of WQMP documents for various development projects, regulatory compliance support for a small municipal water utility, and has most recently performed comprehensive analysis of the impacts of nutrient loadings as they relate to water quality impairments in Lake Elsinore/Canyon Lake for the Western Riverside County Agricultural Coalition (WRCAC). This effort includes addressing salinity management, as well as technical consultation on the Confined Animal Facility Operation permit. Mr. Turner will provide regulatory assistance, as may be needed from time to time. Mr. Turner has provided training to various clients for CEQA compliance and regulatory requirements.

Project Team Organization Chart

We are proposing the following team for assisting the City of Banning:



We proposed to assign Mr. Lynn Merrill, as Principal in Charge, with Ms. Phuong Hunter as Senior Consultant /Program Manager responsible for the daily coordination of the various projects. In addition, Ms. Cynthia Gabaldon of CG Resource Management and Engineering, Inc. will be responsible for overseeing all engineering functions, including review of WQMP inspection reports, including providing signed certification statements indicating that the project was constructed in compliance with the project plans and approved WQMP. Mr. Turner will be available to provide any assistance as it relates to interpretation of regulations and coordination with the Regional and State Water Board staff if necessary.

Heading up the Inspection field staff, we propose to assign Mr. Joseph Rosales as Senior Supervising Inspector, with oversight over the inspection team. We primarily intend to assign Saul Martinez, NPDES Inspector III in the area of Industrial and Post Construction BMP inspections in support of Ms. Hunter. We further propose to assign Paul Merrill, NPDES Inspector II as the principal inspector for the commercial, small industrial and food service establishment inspections. We further propose to assign Shirley Loza and Ryan Stanton, both NPDES Inspector I to provide additional inspection support to both the NPDES and FOG programs.

Industrial Waste Pretreatment Program Management

Our firm intends to assign Phuong Hunter, Senior Consultant, as Program Manager to manage and conduct the Industrial Pretreatment Program. Ms. Hunter has her CWEA Environmental Compliance Inspector II certification, and managed the pretreatment and lab programs for the City of Rialto, WWTP.

Manage three (3) Industrial User Permits - Our Program Manager, Phuong Hunter will manage and maintain the Industrial Waste Discharge Permits for 3 Significant Industrial Users (SIUs): San Gorgonio Hospital, Larry D. Smith Detention Facility and Allen Industries (a non-discharger). Managing of permits include revising, renewing, developing, and issuing new permits for new IUs. Permits will be monitored to ensure requirements under the General Pretreatment Program regulations are being met.

Conduct Industrial User site inspections at least once per year – Inspections will include preparation prior to conducting inspections, actual on-site assessment, and then follow-up inspection, if required. Staff will also conduct necessary site inspections for new or tenant improvement projects that require Program involvement. The inspection process will be similar to that used when conducting NPDES stormwater inspections and is described further under that section.

Review and evaluate Self-Monitoring Reports (SMRs) from permitted users to ensure compliance – Our Staff will review SMR from permitted users to ensure compliance with the Waste Discharge Permit effluent limits. Our staff will notify IU of violation(s) of the limits and will request IU to re-monitor within 30 days and resubmit SMR to staff.

Prepare, complete all required regulatory reports as required by the Wastewater Discharge Requirements (WDR) – Our staff will prepare and submit the City's Annual Pretreatment Report to the Region 7, Colorado River Basin, Regional Water Quality Control Board.

Maintain IU data and schedules in the City's XC2 data management system – Our staff will continue to maintain all data, information, and schedules utilizing the City's XC2 Data Management System. Quality Assurance/Quality Control of data will be managed by our Program Manager.

Provide monthly status reports to the City and attend any meetings required to maintain effective communications – Our Program Manager will provide City staff with monthly status reports and attend any meetings required by City staff.

Fats, Oils and Grease (FOG) Control Program

Our firm shall prepare a FOG inspection Form for the City's approval, similar to the one that we developed for the City of Rialto Program and included in Appendix 1. We will perform FOG inspections of required food service establishments (FSE) as directed by the Water/Wastewater Superintendent. Our FOG inspection include the following steps:

1. Identify and introduce ourselves to the manager or other responsible party at each FSE upon arrival and explain the purpose of the inspection and what will be reviewed. This will include on-site interceptor clean out logs, examination of grease traps and interior plumbing and processes to determine if any food grinders are currently in use, or whether the FSE is using any grease reduction chemicals or other materials which may cause or contribute to SSOs and whether the FSE is practicing Best Management Practices within the kitchen operations.

2. Close down and secure a safety zone around the interceptor – in some cases the interceptor is located in drive-through areas, therefore our staff will be conscious of the times of day when the inspection is performed in order to minimize the impact on the business' operations.

3. Examine the concrete and asphalt areas to determine if any staining or other evidence exists that may indicate whether any overflows may have occurred in the past. If any evidence of staining is noted, a photograph will be taken of the area in order to document the current condition of the site.

4. Open and examine the interceptor. Using the gauge tool, check whether the fittings and other components of the interceptor are tight and in good repair. Examine the quantity and composition of the materials within the interceptor, and gauge the depth of the liquids within the interceptor to determine the current and remaining capacity of the interceptor. This data will be entered into the FOG Inspection Form and a determination of need to pump will be calculated.

5. Upon completion of the inspection, the inspector will re-secure the interceptor lids, and remove the safety barriers.

6. The inspector shall complete the paper work and debrief the business manager or other responsible party. As part of the debriefing, a determination shall be made regarding the expected time before the interceptor shall be pumped. If it is determined that the interceptor must be pumped immediately, the Inspector shall issue a Notice of Correction to the business owner, and provide a time for compliance. The inspector shall also note when a return visit to the FSE shall be made in order to ensure that the site is in compliance.

7. If during each inspection, it appears that the interceptor may be undersized or may need to be pumped more frequently than the current service interval, the Inspector shall place the FSE on a "watch list" which means that the inspector may inspect the site more frequently in order to ensure compliance with the FOG program.

8. Educational outreach material, including BMPs and recommending solutions to businesses with non compliance status will also be included. All of the inspections and results shall be tracked on both a Spreadsheet and XC2 Data Management Program and monthly updates provided to City. Any inspections that prove to be non compliant shall be re-inspected until compliance is achieved.

NPDES Inspections

Our approach to providing the requested inspection is straight forward. In general, our Program Manager will meet with the City staff on a quarterly basis, identify inspection needs in the upcoming quarter, and then make appropriate assignments to the inspection staff, based on the type of inspections, the geographic locations of the inspections and other information. The assigned inspectors will then review the existing City files, as needed in order to determine if any business subject to the inspection program has had any prior issues. Inspections may be spot inspections or scheduled, depending on the type of business, notes in the previous inspection files and other information. The assigned inspector will then conduct the inspections, complete all hard or electronic inspection forms including photographic documentation, and secure signatures from the responsible party. Upon completion of the initial inspection, the assigned inspector will then schedule the file either for follow-up on any corrections noted or close the inspection file. Hard copies of all inspection information, including photographs will be prepared and placed in the files as directed by the Associate Civil Engineer and the spreadsheet shall be updated. Inspector copies will then be forwarded to our administrative staff for input into the database. Data entry will be made under the Senior Supervising Inspector's direction.

Our team has recently transitioned all inspections forms to tablet technology for our clients in order to reduce paper files and improve the ability of each client to store and retrieve files, as necessary. We would propose to convert the City's existing inspection forms into a fillable PDF form so that the data may be stored electronically on the City's shared drive file system. We have included examples of forms that we have developed and use for other clients to perform the various inspections. Our team is committed to providing a streamlined, efficient inspection system which provides the maximum level of inspections necessary in order to comply with the Whitewater Permit. In addition to reviewing the DEH Permits, we propose to cross reference these inspection lists with the City's Business License system in order to ensure that all businesses subject to inspections are included in the inspection pool. Based on our examination of the County's CAP program with some of our other clients, we are aware that the program was not consistently conducted throughout Riverside County; our approach ensures that these inspections are conducted efficiently, effectively and consistently.

Environmental Compliance Special Services, if requested, may include:

Provide training to staff and develop training materials on federal or state environmental regulations, NPDES requirements, BMPs, etc. Our staff routinely conducts training programs on various aspects of the environmental regulations. For the City of Rialto, we conduct an annual briefing for the Public Works and Development Services departments as it relates to compliance with NPDES programs. Ms. Cynthia Gabaldon is a Trainer of Record for both the Construction General Permit and the Industrial General Permit. Mr. Roger Turner has regularly conducted training on NEPA and CEQA regulations for the Association of Environmental Professionals (AEP). These training resources will be available to the City staff, as desired.

Review and approve developer's plans for pretreatment processes, provide comments on proposed project applications, review and approve technical specifications for pretreatment processes. – Ms. Phuong Hunter and Ms. Cynthia Gabaldon routinely reviews various developer plans and specifications for development projects, including installation of BMPs and pretreatment processes. Mr. Lynn Merrill has reviewed and analyzed various processes and performed critical path analysis to determine the efficiency and effectiveness of pretreatment, and has written articles on on-site waste water treatment approaches for various environmental publications.

Assist Public Works Department staff with environmental compliance of State of California requirements (such as for hazardous waste, Industrial General Permits and CUPA facilities), when needed, and provide answers and clarifications to regulations and questions from staff and other agencies. Our team has a variety of experiences with various programs, and has the ability to provide on-site consultations regarding various environmental regulations. We provide common-sense approaches to solving problems at the counter or Development Review Committee levels in order to help address complex environmental challenges while maintaining a business-friendly approach. We are pragmatic regarding how to solve problems; we don't simply pound on the regulations.

Possible meetings with City staff, developers, civil engineers, and other regional agencies. Our team meets regularly with staff members, developers and other parties to the development process in order to assist in working projects through the challenging and often conflicting environmental regulations. Phuong Hunter currently represents the City of Palm Springs on the Desert Task Force, while Mr. Lynn Merrill represents the Cities of Rialto, Grand Terrace and San Jacinto at various technical advisory meetings and TMDL task forces. He currently assists the City of San Jacinto as a technical representative to the Hemet- San Jacinto Watermaster TAC.

Statement of Qualifications

1. Our firm has been in business since November 2004 as Lynn Merrill, Consulting to Municipal Governments as a sole proprietory. In January, we will begin operating under our new name, Lynn Merrill and Associates, Inc.

2. Because of the local nature of our firm, we will be able to respond to the City staff in a timely manner, usually within 24. We do not presently have any commitments which would prevent us from performing successfully on this agreement.

3. Resumes for Management and Key Staff are shown below.

4. We have provided project profiles regarding our work for these clients below.

References

NAME OF AGENCY	CONTACT NAME AND TITLE	PHONE NUMBER	DATES SERVICES PROVIDED
City of Rialto	Robert Eisenbeizn, Public Works Director / City Engineer	909-421-7279	July 1 2011 to Present
City of Grand Terrace	Sandra Molina, Development Services Director	909-430-2225	October 2014 to Present
County of San Bernardino	Marc Rodabaugh, Stormwater Program Manager	909-387-8112	July 2013 to Present
City of San Jacinto	Mike Emberton, Interim Public Works Director	951-654-4041	November 2010 to Present
City of Lake Elsinore	Rita Thompson, Stormwater Coordinator	951-674-2124, Ext 308	August 2014 to Present
City of Perris	Ron Carr, Assistant City Manager	951-943-4610	September 2006 to Present
City of Palm Springs	Marcus Fuller, Assistant City Manager	760-322-8380	March 2015 to Present.

PROJECT PROFILES

PROJECT NAME: CITY OF SAN JACINTO, NPDES SUPPORT AND NPDES INSPECTIONS

BRIEF PROJECT DESCRIPTION: Provide management and professional support for the City's MS4 program efforts under Regional Board Permit R8-2010-0033.

SERVICES PROVIDED: Under contract with the City of San Jacinto since July 2010, our firm has provided program and technical support to the City. Efforts have included preparation of the 2009-2010 through 2013-14 Annual Reports. We represent the City at the monthly Riverside County Santa Ana Watershed Technical Advisory Committee and various subcommittees, as appropriate as well as the Lake Elsinore/Canyon Lake TMDL Task Force. We participated in the technical development and review of the Comprehensive Nutrient Reduction Plan, which included providing recommendations to the District relating to additional analysis of the costs relating to various management approaches, assessment of scientific and technical supporting studies and other inputs which has resulted in reconsideration of the use of the HOS system as the principal mitigation plan to uses of alum and other treatments to achieve compliance with the TMDL targets. As a result of recent layoffs within the City, we have assumed responsibility for the NPDES inspection program; previously, we provided in-field training for the City's NPDES Inspector, including assisting in conducting complex inspections.

CLIENT NAME: City of San Jacinto

CLIENT CONTACT NAME, TELEPHONE NUMBER AND EMAIL ADDRESS:

Mike Emberton
951-654-4041
memberton@sanjacintoca.us

PROJECT NAME: CITY OF RIALTO, NPDES SUPPORT AND FOG INSPECTIONS

BRIEF PROJECT DESCRIPTION: Provide management and professional support for the City's MS4 program efforts under Regional Board Permit R8-2010-0036.

SERVICES PROVIDED: Under various contracts and purchase orders with the City of Rialto, provided program management support of the City's NPDES/MS4 program efforts. From June 2007 to December 2009, provided specific technical analysis of the impacts of the proposed MS4 permit, including assessment of the impacts of the various program requirements. Developed various memo reports to the Director of Public Works providing analysis and strategic considerations. Developed cost and fee studies relating to program implementation for use in development of a NPDES Commercial/Industrial Inspection Fee. Coordinated completion of the City's Storm Drain Master Plan and preparation of costs relating to Development Impact Fees for this program. From June 2011 to Present, efforts include NPDES Program management for the City, including representing the City at the San Bernardino County NPDES General Management meetings and at the Fiscal subcommittee, New Development Subcommittee and the Comprehensive Bacteria Reduction Plan working group meetings. Prepared and submitted for the City the Local Implementation Plan in July 2011. Oversaw the City's commercial/industrial Inspector position until the position was laid off in October 2011. From December 2012 to the present, provided NPDES Inspection Services for Commercial, Industrial and Restaurants, including conducting the City's Fats, Oils and Grease (FOG) program inspections. Provided training and technical advice relating to NPDES program implementation to various city departments. Lead Program Manager relating to EPA/Santa Ana Regional Board Program Audit conducted on September 20, 2012.

CLIENT NAME: City of Rialto

CLIENT CONTACT NAME, TELEPHONE NUMBER AND EMAIL ADDRESS:

Robert Eisenbeizn, Public Works Director
909-421-7279
reisenbeizn@rialtoca.gov

PROJECT NAME: CITY OF LAKE ELSINORE, NPDES COMMERCIAL AND INDUSTRIAL INSPECTIONS.

BRIEF PROJECT DESCRIPTION: Provided contract NPDES Commercial, Industrial, Municipal and Post-Construction BMP inspections.

SERVICES PROVIDED: From August 2014 to Present, provided NPDES inspections of the City's various Commercial, Industrial and Municipal sites as directed by the City's Stormwater Coordinator. From August 2014 to March 2015, conducted over 300 inspections, including appropriate follow-ups on Notices of Corrections. In addition, provided technical assistance to the City in support of the EPA NPDES Audit conducted September 2014.

CLIENT NAME: City of Lake Elsinore

CLIENT CONTACT NAME, TELEPHONE NUMBER AND EMAIL ADDRESS:

Rita Thompson, Stormwater Coordinator
951-674-3124, extension 308
rhthompson@lake-elsinore.org

PROJECT NAME: CITY OF PERRIS, PUBLIC WORKS SUPPORT

BRIEF PROJECT DESCRIPTION: Provided field supervision as Acting Public Works Manager of the City's NPDES maintenance activities.

SERVICES PROVIDED: From October 2006 to Present, under various contracts and purchase orders with the City of Perris, provided field maintenance support of the City's NPDES/MS4 program efforts. Work efforts included coordination of the City's street sweeping programs, including complaint investigation, enforcement and contract operations, cleaning and inspections of the City's MS4 facilities, including open channels and catch-basins, and BMPs such as detention basins and other facilities. Responded to and investigated illicit discharge/illicit connection and coordinated enforcement and corrective actions as needed. Provided regulatory analysis and development of field responses, as necessary and requested.

CLIENT NAME: City of Perris

CLIENT CONTACT NAME, TELEPHONE NUMBER AND EMAIL ADDRESS:

Ron Carr, Assistant City Manager
951-943-6100
rcarr@cityofperris.org

PROJECT NAME: CITY OF PALM SPRINGS

BRIEF PROJECT DESCRIPTION: Provided NPDES technical and inspection support.

SERVICES PROVIDED: From March 2015 to Present, performed NPDES inspections of commercial, industrial and restaurants located throughout the City. Provide technical support for the City as requested. Attend Desert Task Force Meetings to represent the City

CLIENT NAME: City of Palm Springs

CLIENT CONTACT NAME, TELEPHONE NUMBER AND EMAIL ADDRESS:

Marcus Fuller, Assistant City Manager
760-322-8380

MANAGEMENT AND KEY STAFF

LYNN MERRILL, Principal/Program Manager
Lynn Merrill and Associates, Inc., Consulting to Municipal Governments,
Yucaipa, California

EDUCATION

Masters in Public Policy, Claremont Graduate University, Claremont, California. January 1999.

Bachelor of Science, University of California, Riverside, California. March 1981.

EXPERIENCE:

As Principal of Lynn Merrill and Associates, Inc., Consulting to Municipal Governments, performed the following specific projects and service for the listed companies or jurisdictions as it relates to MS4 Programs:

City of San Jacinto. September 2010 to present. Provide technical and analytical support for the City's Storm Water Management Program, including preparation of the City's Annual NPDES reports and representation of the City at the Riverside County Technical Advisory Committee. Significant participation in the development of the Comprehensive Nutrient Reduction Plan for Lake Elsinore and Canyon Lake Bacteria TMDL. Provided technical comments regarding CNRP adequacy, approach and alternatives which resulted in a shifting of strategies from the Hypolymic Oxygenation System (HOS) to potential application of alum to address nutrient issues in Canyon Lake at significantly lower costs.

City of Rialto. July 2007 to present. Provide technical support to the Public Works Department in the areas of NPDES/MS4 programs, provided analysis and recommendations relating to San Bernardino County proposed MS4 Permit and effects on the City in 2009. Prepared fee studies for various public works programs including a proposed NPDES inspection fee for Commercial and Industrial businesses. Since June 2011, serves as the City's Contract NPDES Program Manager, including development of the Local Implementation Plan and submission to the Regional Board for approval. Represents the city at the San Bernardino MS4 General meetings, various SAWPA meetings and other subcommittee and special meetings as appropriate. Coordinated field activities including overseeing the City's inspection programs. Serves as city representative to the Comprehensive Bacterial Reduction Plan (CBRP) working group, including coordination of the City's portion of the CBRP Tier 1 sampling program. Recently represented the City at the EPA/SARWQCB Audit of City of Rialto NPDES Program.

City of Perris. October 2006 to March 2013. Provide contract field services management in support of the City's Public Works Department. Effort included daily oversight and management of field crews, coordination of work projects, preparation of budget, preparation and award of Landscape Maintenance Contract, preparation of a Public Works Needs Assessment, management and oversight of the City's street sweeping citation program. Efforts include coordinating field maintenance of NPDES program BMPs and inspection services relating to the Landscape Maintenance Districts and Flood Control Benefit Districts.

City of Loma Linda. December 2010 to March 2012. Provide technical and analytical support for the City's Water Conservation Program and 20 by 2020 water conservation efforts.

Water Resources Institute, California State University, San Bernardino, California. September 2007 October 2008. Provide public works technical support to the Alluvial Fan Task Force.

Morongo Indian Reservation, Cabazon, California. February to March 2006. Prepare Cottonwood Avenue Drainage System recommendations and presentation.

City of La Habra Heights, California. January 2005 to January 2006. Under subcontract with Transtech Engineers, Inc., act as City's Public Works Manager responsible for public works projects within the City. Specific work includes: development of NPDES program; development of a Septic Tank Monitoring and Inspection Program to comply with Memorandum of Understanding with the Los Angeles Regional Water Quality Control Board; provide staff support to the City's Public Works Committee; coordinate the City's street maintenance program. Additional projects include coordination of FEMA and FHWA Disaster Relief as a result of the January and February storms.

City of San Bernardino, California -- Director, Department of Public Services. December 1998 to November 2004. Overall responsibility for the general management of the City's Refuse, Streets and Fleet Divisions. Duties included planning, budgeting and administration of the Department, including development of long-range management strategies for Infrastructure Maintenance of Streets and Fleet Operations. Under general administrative direction from the City Administrator, coordinate Department activities with the Mayor and Common Council offices, as well as other City departments. Directed activities of a staff of 177 employees with a total Department budget of $22,726,800.

PUBLICATIONS

From 1994 to 2008, Mr. Merrill has authorized over 150 magazine articles on a variety of topics for technical magazines such as Waste Age Magazine, MSW Management Magazine, On-Site Wastewater Treatment Magazine, Stormwater Magazine, Erosion Control Magazine, Grading and Excavation Contractor Magazine, and Distributed Energy Magazine.

PHUONG HUNTER, Senior Consultant / Program Manager (CWEA ECI Grade II, CPSWQ, QSP/QSD)
Lynn Merrill and Associates, Inc., Consulting to Municipal Governments
Yucaipa, California

EDUCATION

Bachelor of Science, University of California, Riverside, California. June 1992.

Certified in Hazardous Materials Management
CWEA Environmental Compliance Inspector II/CA/ #01014207
Qualified Stormwater Developer and Practitioner (QSD/P) / CA/ #21425
Certified Professional in Stormwater Quality (CPSWQ)/CA/#0499

EXPERIENCE

Lynn Merrill and Associates, Inc., Consulting to Municipal Governments, Yucaipa, CA - Senior Consultant – May 2015 to present. Conducting revision and update to Local Implementation Plans for the cities of San Jacinto and Rialto. Assist the Community Development Department in establishing a WQMP tracking and management program for all previous projects within the City. Project manager for water conservation turf removal project with a budget of $575,000. Performed NPDES inspections of industrial and commercial businesses for the City of Palm Springs.

CASC Engineering and Consulting, Colton, CA - Environmental Project Manager – June 2013 – May 2015. Serve as on-staff consultant to the County of San Bernardino Storm Water Management Program. Tasks include review and/or development of technical documents, data compilation and analysis, legislation analysis, overseeing the County's business/commercial inspection program, conducting inspections, and oversight and management of the County's stormwater database. Prepare numerous Storm Water Pollution Prevention Plans (SWPPPs) and pertinent documentation follow-up that apply to developing a SWPPP, including Change of Information (COIs), Risk Assessment determinations, and SMARTS data entry. Plan check of Water Quality Management Plans (WQMPs), Prepare and submittal Stormwater Annual Reports for school district and local municipal agencies. Assist municipal agencies with development and implementation of Watershed Management Plan, Local Implementation Plan and oversee Storm Water Management Program Inspection Program (commercial, industrial, and construction).

City of Moreno Valley (Storm Water Management Program), Moreno Valley, CA - Associate Environmental Engineer – November 2004 – April 2013. Assisted in the management and administration of the City's Storm Water Management Program (SWMP). Primary responsibilities included: Analyzing and reviewing pertinent local, state and federal environmental regulations; Technical data management and interpretation; Preparing technical staff reports, technical memorandums and documents; Developing and implementing various environmental guidance documents (Best Management Practices Guidance Manuals, Local Implementation Plan, Drainage Area Management Plan); Preparing Requests for Proposals (RFPs) and managing contracts; Conducting specialized research on special studies (i.e., regulatory program funding, upcoming state/federal regulations and amendments, and regulatory rate and fee schedules): Assisting in the preparation of the SWMP's annual budget and monitored budget expenditures and revenues; Conducting field inspections and investigations on environmental non-compliance and implementing enforcement actions, if necessary; Plan checking various environmental documents (Water Quality Management Plans, and SWPPPs); Implementing stormwater policies and procedures and trained internal departments; Serving as the governmental liaison for matters related to stormwater and represented the City at various committees and task forces; Conducting public education presentations to various agencies, schools and special events; Participating in Technical Advisory Committees related to the NPDES MS4 permit; Coordinating and participated in mandatory annual training with City staff.

Dart Container Corporation, Corona, CA - Regional Environmental/Safety Manager – February 2003 – July 2004. Managed the environmental and safety program for four (4) Dart Container facilities (located in California, Washington and Mexico). Responsibilities included: Monitoring facilities for compliance with wastewater (pretreatment), stormwater, air, and hazardous materials/wastes programs, and Health & Safety programs; Evaluating and implementing environmental and safety laws impacting company and employees; Collecting and interpreting monitoring data and prepared and submitted required compliance and annual reports to local, state and federal regulatory agencies; Preparing and submitting necessary permitting documents to regulatory agencies (SCAQMD and RWQCB); Serving as the company's point-of-contact when dealing with regulatory agencies (i.e., SCAQMD, RWQCB, DEHS, CIWMB, OES and Cal-OSHA); Developing various guidance, training, policy and procedural documents for the facility's environmental and safety programs; Planning, organizing, and training city staff to ensure work goals and compliance schedules were met; Conducting staff training, such as New Hire Safety Orientation, Hazard Communication, Injury & Illness Prevention, Emergency Response Drills, Hazardous Materials and Waste, and Hearing

Protection; Documenting all EH&S activities for audit purposes and developed formal procedures for compliance and enforcement; and. Responding and investigating injuries, accidents, near misses, accidental discharges, and non-compliance activities.

Western Municipal Water District – Riverside, CA - Civil Assistant Engineer – April 2000 – February 2003. Overall responsibility was to manage the Santa Ana Watershed Project Authority (SAWPA) and Western Riverside County Regional Wastewater Authority (WRCRWA) Industrial Pretreatment Programs. Responsibilities included: Conducting public education and outreach activities associated with Water Conservation, Water-Use Efficiency, Pollution Prevention and Industrial Pretreatment Program; Developing various reports and documents including, Urban Water Conservation Plan, Pretreatment Annual Reports, Staff Reports, Board Letters, Technical Memorandums, Ordinances, Standard Operating Procedures (SOPs), and contractual capacity rights development for jurisdictional agencies; Conducting specialized research and studies for water rates and wastewater pollutant loadings; Providing technical support on regulatory compliance issues relating to water, water conservation, and wastewater; Conducting Industrial Wastewater Discharge Survey and Baseline Monitoring Reports for permit determination per SAWPA's and OCSD's Pretreatment Programs; Developing and issuing Industrial Wastewater Discharge Permits to all applicable Industrial Users; Inspecting and monitoring industrial users for compliance and utilized appropriate enforcement actions, as necessary.

City of Rialto Wastewater Treatment Plant (OMI, Inc.) - Rialto, CA - Environmental & Laboratory Director – July 1994 to April 2000. Managing the City of Rialto's Industrial Pretreatment Program, Safety Program and WWTP laboratory (Rialto Wastewater Treatment Plant design capacity is 20 MGD and uses Tertiary treatment); Supervising, mentoring and training employees on safety practices, sampling and monitoring techniques; Reviewing and conducting wastewater laboratory analyses to ensure WWTP was in compliance with its NPDES Waste Discharge Permit effluent limitations; Conducting pretreatment inspections, monitoring compliance performance, issuing industrial waste discharge permits, and administering appropriate enforcement activities on industrial users; Preparing and submitting Annual Pretreatment Reports, Discharge Monitorin Reports, AQMD Emissions Reports; Serving as communication liaison and was involved in public outreach programs to educate industrial users and community on source control and pollution prevention best management practices.

Thomas Hill & Associates - Newport Beach, CA - Environmental Technician – January 1992 to July 1994. Conducting sampling and monitoring (air and wastewater) at various industrial sites; Developing various environmental pollution prevention documents (SPCC, SWPPPs and OPA); Assisting with training pertaining to SPCC, IIPP to various industries, and Completing various administrative tasks, as assigned.

JOSEPH ROSALES, Senior Supervising Inspector
Lynn Merrill and Associates, Inc., Consulting to Municipal Governements
Yucaipa, California

EDUCATION

QSP/QSD – Scrap Metal Permit SM-QSD-081 4-27-2015

Certified Erosion Sediment and Stormwater Inspector #1233, 2011.

Qualified SWPPP Practitioner #0419, 2011

Stormwater Regulations and Management Certificate Program, 2005, University of California, Riverside, Riverside, CA.

Water Quality Basins & Bioswales, 2005, University of California Riverside, Riverside, CA.

Stormwater Best Management Practices New Development and Redevelopment Certificate Program, 2005, California State University, Sacramento, CA.

Operation and Maintenance of Collection Systems, 2003, CWEA Grade 2 Certification

Environmental Compliance Inspector, 2002, CWEA Grade 1 Certification

Pretreatment Facility Inspection (Certificate), 2001, California State University, Sacramento, CA.

P.C 832 Powers of Arrest (Certificate), 1994-1997, San Bernardino Valley College, San Bernardino, CA.

EXPERIENCE

Senior Supervising Inspector, Lynn Merrill and Associates, Inc., Consulting to Municipal Governments, Yucaipa, California, 2012 to Present. Manages and coordinates the NPDES Inspection Program, including the following functions: Supervise Industrial and Commercial Inspector(s); Conduct Industrial, Commercial, Restaurant and Construction site inspections; Prioritize Businesses to the correct inspection frequency based on compliance with General Industrial Permit and County of San Bernardino MS4 Permit; Set-up Stormwater Inspection Programs per MS4 Permit program requirements; Conduct pretreatment inspections as it relates to the State of California's Fats, Oils and Grease program.

NPDES Coordinator, City of Montclair, Montclair, California. 2004-Present. Manages and coordinates all aspects of the City's NPDES program, including budget preparation, field inspections, program administration and public outreach. Specific duties include: Implement EPA and State stormwater regulations; Conduct Industrial/Commercial and Construction site inspections; Review and approve Water Quality Management Plans; Review and approve Sediment and Erosion Control Plans; Prepare and submit reports to the State of California; Prepare City Council agenda reports; Attend NPDES General meetings and related sub-committee meetings; and conduct stormwater samples and Chain of Custodies.

Maintenance Worker, City of Montclair, Montclair, California, 1988-2004. Duties and responsibilities include general maintenance activities of infrastructure and facilities throughout the city including: Sewer maintenance and wastewater sampling; Storm drain/Catch basin maintenance; Street maintenance and construction.

Reserve Code Enforcement Officer, City of Montclair, Montclair, California, 1994-1997. As a reserve Code Enforcement Officer, provided additional code enforcement support as need to regularly assigned Code Enforcement Officers, including: Enforce municipal, housing and building codes; Abatement of public nuisances; Issue notice of violations and citations for offenses.



SAUL MARTINEZ, NPDES Inspector III
Lynn Merrill and Associates, Inc., Consulting to Municipal Governements
Yucaipa, California

EDUCATION

Bachelor of Science, California Polytechnic University, Pomona CA- Civil Engineering
Associate of Arts - Mount San Antonio Community College, Walnut CA- Associate of Arts
Certificate - Santa Ana Community College, Santa Ana CA- Drafting
QSP/QSD – Scrap Metal Permit SM-QSD-081 4-27-2015

Qualified SWPPP Practitioner # 20960
Certified Erosion Sediment and Stormwater Inspector # 0998

EXPERIENCE

NPDES Inspector III, Lynn Merrill and Associates, Inc., Consulting to Municipal Governments, Yucaipa, California, 2014 to Present. Manages and coordinates the NPDES Inspection Program, including the following functions: supervise Industrial and Commercial Inspector(s); conduct Industrial, Commercial, Restaurant and Construction site inspections; Prioritize Businesses to the correct inspection frequency based on compliance with General Industrial Permit and County of San Bernardino MS4 Permit; Set-up Stormwater Inspection Programs per MS4 Permit Requirements; Conduct pretreatment inspections as it relates to the State of California's Fats, Oils and Grease program.

Development Supervisor, Jurupa Community Services District, Jurupa, CA, August 2014 to Present. Oversee all new development within both City of Eastvale and City of Jurupa Valley, which entails plan checking all water and sewer plans submitted to the District; Supervise two Development Engineering staff on a daily basis; Meet with developers, Engineer of Record, residents to go over development projects and ensure that all plans, fees and documents are submitted accurately and in a timely manner in order to meet developers construction schedules; Prepare yearly budget for the department, maintain development spreadsheets in order to keep Engineering Manager, Engineering Director, General Manager and Board Members informed of all development projects within the district.

Associate Engineer, Public Works, Environmental Division, City of Upland CA, January 2008 to August 2014. Duties included NPDES Coordinator with responsibility for keeping the City compliant with all Federal and State Clean Water Act requirements; Coordinate all Commercial, Industrial, Municipal and Construction NPDES Inspections, insure that the reports are submitted into the MS4 Database and all required meetings, provide training to City Staff; Responsible to perform plan check services for all plans private and CIP projects; Perform design of plans such as Storm Drain, Street Improvement Hydrology/Hydraulic Studies, and Sewer Capacity Studies; Completed a Sewer Model of the Storm Drain Systems and Detention/Retention Basins using CivilStorm by Bentley; Completed several Capital Improvement Projects (CIP) such as Sewer Rehabilitation, Storm Drain Improvements and Berm Repairs; Prepared and submittal of grants, which have netted $500,000 in grant funding; Development Review of all proposed projects that are submitted to the Planning Department, including attending meetings, review submitted plans and reports, prepare "Conditions of Approval" on all projects submitted to the Planning Commission, prepare Council Reports as required.

Associate Engineer, Public Works Engineering Division City of Chino CA, 2005 to 2008. Duties included responsible for Land Development Projects including residential, commercial and industrial, including attending Development Review Meetings; coordinate of all aspects of the projects from DIF Fee calculations to final Certificate of Occupancy; Responsible for CIP projects from meetings, preparation of Plan and Specifications Bid process, coordination of construction inspection and finalization of project.

Project Engineer, Crouse/Beers and Associates, Norco CA, 1998 to 2005. Efforts included overseeing land development projects, which required coordination of agreements, budgets, and meetings with clients, City and County staff; Preparation of Tentative Tract/Parcel Maps, Earthwork estimate, Rough Grade, Precise Grade, Sewer, Water, Street Improvement Plans, Hydrology/Hydraulic Reports, Sewer Capacity Reports, and Water Capacity Reports; Hire and evaluate new engineers and designers and mentor them through the probation period (6 months), perform employee evaluations on assigned staff members.

PAUL MERRILL, NPDES Inspector II
Lynn Merrill and Associates, Inc., Consulting to Municipal Governments
Yucaipa, California

EDUCATION:

Bachelor of Arts, Game Art and Design, Westwood University, Upland, CA, May 2011.

QSP/QSD – Scrap Metal Permit SM-QSD-081 4-27-2015

EXPERIENCE

Lynn Merrill and Associates, Inc., Consulting to Municipal Governments – April 2012 to Present. Perform Commercial, Restaurant and Industrial Inspections for compliance with NPDES/ FOG/ Storm Water Program, City of Rialto. Perform field inspections of landscape maintenance districts to ensure compliance with various standards including Water Conservation Ordinances and NPDES Program requirements for the City of Perris.

Green World Solutions, Riverside, CA, June 2010 to November 2010. Conducted GIS field work of landscape irrigation system in order to develop water conservation approaches to reduce watering. Field work included readjusting irrigation controllers to meet watering requirements for various landscape maintenance zones, processing data and uploading from GIS field system to company website. Problem solving and reconciliation in field relating to data quality and mapping functions. Contact: Giza Kiss, 951-236-1307.

SHIRLEY C. LOZA, NPDES Inspector I
Lynn Merrill and Associates, Inc., Consulting to Municipal Governments
Yucaipa, California

EDUCATION:

Bachelor of Science, Environmental Engineering, University of Ancash "Santiago Antúnez de Mayolo"- Huaraz - Peru.

ArcGis Desktop (9.2 – 9.3) – Geographic Information Systems Certified, *ESRI - UC Riverside, CA, December 2010*

AutoCAD *SENSICO Institute, Lima Peru, March 2006*

ISO 14000 Certification - Implementation of Environmental Management Systems *Risk and Environmental Assessment S.A.C., Lima Peru, June 2006*

Mine Closure and Environmental Pollution Restoration, *Training Institute and Professional Development in Engineering (Instituto de Capacitación y Actualización Profesional en Ingeniería), Lima, Peru, July 2006*

State of California, Department of Public Health, Grade II Water Treatment Operator.

State of California, Department of Public Health, Grade II Water Distribution Operator.

EXPERIENCE

Lynn Merrill and Associates, Inc., Consulting to Municipal Governments – April 2015 to Present. Perform Commercial, Restaurant and Industrial Inspections for compliance with NPDES/ FOG/ Storm Water Program, City of Rialto.

JNL Consulting Civil Engineers – July 2014 to April 2015. **Assistant Engineer -** Preparation of WQMP documents for areas of Riverside and San Bernardino County.

Public Works Department, City of Upland, CA October 2011 to Present – Intern II - Clerical responsibilities in Environmental Department including perform NPDES inspection as requested by Supervisor; Perform WQMP BMP inspections; Updating an organized system of archived document; Input of NPDES inspection forms into the MS4 database. Responsibilities in the Water Department include updating and editing the Master Plan of Water and Recycled Water Lines System using AutoCAD; updating the inventory and scanning of plans. Responsibilities in Operation Department – HHW. Checking identification of participants and maintaining log of incoming hazardous; receiving the household hazardous waste from the public; checking household hazardous waste for compliance with DEHS requirements; sorting and categorizing waste in accordance with established protocol: maintaining and caring for supplies, equipment and facilities; using a variety of hand tools; reporting maintenance and safety hazards.

Public Works Department, City of Upland, CA, March 2011 to October 2011 **- Student Intern Volunteer.** Responsibilities in the Water Department included updating and editing the Master Plan of Water and Recycled Water Lines System using AutoCAD; updating the inventory and scanning of plans.

San Isidro Municipality, Lima, Peru, August 2007 to February 2008 **- Environmental Engineer** - Occupational Safety and Environment Audits in the Automotive Mechanic Department; identification and characterization of environmental impact on occupational safety; draw up plans for environmental management and improvement to occupational safety. Conducted Solid Waste Management Research, including creating and completing a survey of the population of the municipality, segmentation of the sample population, classification and characterization of the solid waste and calculation and analysis of the solid waste production per capita.

World Vision International, Mancos, Ancash, Peru, July 2005 to August 2005 **- Environmental Engineer, Independent Consultant.** Preparation of the Base Line of Mancos Microenvironments-Watershed (compilation of economic, social and ecological descriptions of the geographic area, using ArcGis, Environmental Assessment of Mancos Microenvironments-Watershed (identification and analysis of environmental issues such us farming, artisan mining, cattle and trading, using ArcGis); and preparation of suggestions regarding the negative environmental impacts of the Mancos Microenvironments-Watershed.

Huascaran National Park, Ancash, Peru, July 2003 to August 2003 - **Environmental Engineer, Internship** - Monitoring the impact of tourism on the air, soil and water of the park; monitoring the asphalt and reforestation project in the Pucabado and Rajucolta Areas and revised the "Environmental Impact Study Rating and Review System" for each business that wants to do a construction project within the park

Sector Llanganuco, National Park Huascaran, Ancash, Peru, March 2002 to May 2002**Park Ranger, Internship** - Prepared lectures on the native plants and animals; preserved park property; offered tours to tourists; and sampling plant population, checking for potentially endangered species

Environmental Quality Laboratory - University of Ancash "Santiago Antúnez de Mayolo," Huaraz, Peru, January 2002 to February 2002 - **Environmental Engineer, Internship.** Conducted ampling and analysis to determine physiochemical, biochemical indicators of contamination, presence of metal, indicators of microbiological contamination.

CYNTHIA GABALDON, P.E., CPSWQ, CPESC, QSD/P, ToR, President
CG Resource Management and Engineering Inc.,
LaVerne, California.

EDUCATION

Bachelor of Science, Civil Engineering, California Polytechnic University, Pomona, CA, June 1991.

REGISTRATION/CERTIFICATION

Professional Civil Engineer, State of California, Registration Number 59156, 1999.
CPSWQ/CA/0284
CPESC/CA/4917
Qualified Storm Water Designer /Practitioner, California Number 114
Trainer of Record, California Number 114

EXPERIENCE

Ms. Gabaldon has 25 years of experience as a construction manager, project manager and resident engineer for public and private facilities and civil construction. She has also worked for a public agency giving her additional insight into municipal agency priorities. She has specifically worked for a municipal public works department, managing the NPDES program. Focusing on NPDES program and development in the municipal arena has given her the opportunity to learn and understand the NPDES Phase I and II regulatory programs.

She has participated in many levels of the MS4 Permit implementation process including: permit negotiations with the Regional Water Quality Control Board, documentation and report preparation, field inspections for industrial, commercial and construction sites, training, evaluation of the existing compliance program and planning and development of future program goals and tasks . Internal tasks included budget analysis and monitoring, inter-departmental coordination and representing the municipal agency at various regional meetings.

Having worked for a public agency has given her additional insight into municipal agency priorities. Her current roles assisting cities with their WQMP processing has given her insight into how to present new site design procedures. She is very active with the Inland Empire ASCE Stormwater Chapter focusing on site development training and information. Cynthia is also currently active with the SAWPA-driven OWOW 2.0 initiative working specifically on the Water Quality Pillar and focusing on LID design.

In August 2013, Ms. Gabaldon formed CG Resource Management and Engineering, Inc. in order to further provide specific program management services to municipal clients.

Senior Project Engineer, URS Corporation, Ontario, California, October 2003 to August 2013

San Bernardino County, Flood Control District, Environmental Management Division, San Bernardino, California (2013) . Developed and implemented the County's storm water program . Tasks included participation in evaluation of the existing compliance program and planning and development of future program goals and tasks. Internal tasks included budget analysis and monitoring, inter-departmental coordination, document reviews and scheduling organization.

Assistant Project Manager, Regional Stormwater Compliance Assessment, Marine Corps Installation West (MCIWEST), Marine Corps Base Camp Pendleton, Oceanside, California (2013) Marine Corps Installations West (MCIWEST) commissioned this study to acquire a regional evaluation of four MCIWEST installations and Marine Corps Recruit Depot (MCRD) San Diego and Marine Corps Air Ground Combat Center (MCAGCC) TwentyNine Palms San Diego with current and emerging stormwater regulations.

Project Manager, NPDES Management Services, March Joint Powers Authority, Moreno Valley, California (ongoing) Providing consulting services for developing a NPDES program Services include program development, document preparation and miscellaneous assistance to agency staff. Primary author of the agency's WQMP document that was approved by the Governing Board and that implements the Riverside County MS4 permit requirements.

Trainer, QSD and QSP Training , CalTrans Districts 7, 8 and 12 (2012-2013). Participated in the development and implementation of QSD and QSP training classes for staff within CalTrans Districts 7, 8 and 12. As required the training lasted 24 hours (3 days). Approximately 180 attendees participated.

Project Manager, Water Quality Management Plan Reviews, Perris, CA, City of Perris (ongoing). Provide technical review as required by the Municipal MS4 Permit for City of Perris Planning Department on submitted Water Quality Management Plans. Reviewed approximately 230 preliminary WQMPs and final WQMPs submitted to the City. Manages the program for both Planning and Engineering Departments. Also provides internal training to all staff and management concerning changes to MS4 Permit. Participates in Annual Report preparation and in internal policy decisions concerning NPDES tasks.

Project Manager, Water Quality Management Plan Reviews, San Jacinto, CA, City of San Jacinto (ongoing). Provide technical review as required by the Municipal MS4 Permit for City of San Jacinto Planning and Engineering Departments on submitted Water Quality Management Plans, . To date approximately 20 preliminary WQMPs and final WQMPs have been submitted to the City. Manages the program for both Planning and Engineering Departments.

Project Manager/Task Leader, Wastewater/Storm Water Treatment Study - Los Angeles Maintenance Facility, Los Angeles, CA, Amtrak (2011). Responsible for the development of an assessment plan to assist Amtrak in prioritizing proposed site development and analyzed current waste water flows and costs. Performed a building by building facility assessment focusing on wastewater and stormwater discharges .

Project Manager, Storm Water Program and Inspection Training, Los Angeles, CA, Caltrans District 7, Los Angeles California (2011). Provided intensive on-site training for selected stormwater inspectors within District 7. Scope included all program development and implementation. Program development was District 7 focused with specific Los Angeles Watershed requirements with both classroom and field training. Implementation was very detailed and the total training lasted six weeks.

Project Manager, Storm Water Program for Right of Way Leases, CalTrans, Sacramento, CA. Provide review and guidance materials to help Right-of-Way (RW) agents, State lessees and maintenance contractors comply with the Department's proposed Storm Water Management Plan (SWMP).

Project Manager, Storm Water Program for Maintenance Division, CalTrans, Sacramento, CA. Provide the Maintenance Division quarterly staff training bulletins presenting various stormwater related issues. Bulletin issues have included battery storage, airborne particulates, used oil, pressure treated lumber, perchorlates, post-storm damage.

Task Manager, Storm Water Data Reports, Caltrans District 8, San Bernardino, CA. Provided hydrologic and overall design services for project specific storm water data reports within District 8 jurisdiction . Included BMP design and overall site storm water quality implementation.

Trainer, Trainer-of-Record Training, County of San Diego, San Diego, CA. Participated in the development and implementation of QSD and QSP training classes for the San Diego County/Watershed Permittees. Approximately 100 attendees participated.

Trainer, Trainer of Record Training, County of Riverside, Riverside, CA. Participated in the development and implementation of QSD and QSP training classes for the Riverside County Departments and Staff. Approximately 40 attendees participated.

Task Leader, Water Resources Analysis, BNSF Railway - Cajon Subdivision Triple Track, San Bernardino County, California. This includes reviewing and analyzing data in order to submit for permitting for the 404 and 401 Permits. Co-author for the geotechnical report for this project.

Task Leader, Storm Water Pollution Prevention Plan, Kinder-Morgan Energy Partners, Rialto, California. Providing NPDES permitting assistance for a major refinery site by developing a comprehensive Storm Water Pollution Prevention Plan and other permit documents to be submitted to the City of Rialto and the Santa Ana Regional Water Quality Control Board.

Task Leader, Storm Water Pollution Prevention Plan, Kinder-Morgan Energy Partners, Carson, California. Providing NPDES permitting assistance for a major refinery site by developing a comprehensive Storm Water Pollution Prevention Plan and other permit documents to be submitted to the City of Carson, Los Angeles County, Los Angeles County Sanitation District and the Los Angeles Regional Water Quality Control Board.

Project Manager, Storm Water Pollution Prevention Plan, MOLDEX, Culver City, California. Providing NPDES permitting assistance for a manufacturing site by developing a comprehensive Industrial Storm Water Pollution Prevention Plan (SWPPP) to help the industrial facility comply with the State of California regulations. Assisted with the training of staff to ensure proper implementation of SWPPP and additional activities . Los Angeles Regional Board was the lead permitting agency.

Task Leader, Third Party Review - Water Quality Management Plan, County of Riverside Transportation Department , Riverside, California. Responsible for the third party review for a submitted development of a project specific WQMP. Analyzed the potential and expected pollutants based on the proposed land use and compared to current impairments as reported by the RWQCBs on the 303(d) list of impaired water quality limited segments. Including projects within the Santa Margarita Watershed and working with the San Diego Regional Water Board on BMP selection.

Task Leader, Water Quality Management Plan, County of Riverside Transportation Department, Riverside, California. Responsible in the development of the Clinton Keith, Palomar Road and Scott Road WQMPs.

Project Manager, Basis of Design Engineering Study - Oakland Maintenance Facility, Amtrak, Oakland, California. Responsible for the development of a Geostabilization Basis of Design Report for this site .

Project Manager, NPDES Management Services, City of Pomona, Pomona, California. Provide a range of services pertaining to their municipal NPDES program under the Los Angeles Regional Water Quality Control Board. Services include SUSMP reviews, inspection services, document preparation and miscellaneous assistance to city staff.

Task Manager, Granite Wind Farm, Water Quality Management Plan: Granite Wind, LLC, San Bernardino County, California. The proposed project will include the installation of up to 27 2.3-megawatt Siemens wind turbines on a permanent project footprint of approximately 72 acres..

Task Manager, General Plan, County of San Bernardino, San Bernardino, California. The project includes a comprehensive update of the plan as well as the inclusion of 13 community plans and the re-write of the County's Development Code .

Task Manager, Blythe Solar Farm, Blythe, California. First Solar Electric Blythe Land Holdings, LLC (FSE): First Solar Electric Blythe Land Holdings, LLC (FSE) proposes to construct and operate a renewable energy project to provide clean solar energy to help fulfill regional energy needs, consistent with California's legislative mandate to increase renewable energy production in the State.

Staff Engineer, City of Corona, Corona California January 2001 – October 2003 - Primary work duties focused on developing the NPDES municipal Storm Water program . Tasks included participation in the negotiation of the renewal of the NPDES Permit with the Regional Water Quality Control Board, evaluation of the existing compliance program and planning and development of future program goals and tasks. Internal tasks included budget analysis and monitoring, inter-departmental coordination and representing the City at various regional meetings.

Senior Project Engineer, Kleinfelder Inc, Diamond Bar California, May 1992 to December 2000 - Inspection Manager. Coordinated a staff of 25 for a private engineering consulting and inspection company . Duties included managing field work, developing inspection protocol, managing budgets, and providing site-specific reports.

SR-111 Improvement Project, La Quinta, California. Prepared materials report for widening of existing roadway and design of other improvements, including bus turnouts, intersection widening, driveway and utility relocation . Caltrans District 11 reviewed this project.
Quality Assurance/Quality Control, Basin Pipeline, Landers, California. Project entailed construction of 70 miles of newly installed water line, both 54 inches and 30 inches in diameter.

Palm Springs Wastewater Treatment Plant, Montgomery Watson, Palm Springs, California. Performed geotechnical investigation for a major expansion of the existing wastewater treatment plant .

City of Santa Monica Sewer and Pump Station, Montgomery Watson, Santa Monica, California. Performed geotechnical investigation of 3 miles of sewer in Main Street and Pacific Coast Highway (PCH), and a 50-foot deep pump station.

PROFESSIONAL SOCIETIES/AFFILIATES

American Society of Civil Engineers
International Erosion Control Association
Additional certifications and training
2001/California Environmental Regulations Course
2002/Stormwater Utilities, ASCE Seminar
2003/BMP Manual Seminar, CASQA
2004/Caltrans Certified SWPPP preparation
2006/URS Corporation Project Management Certification Course
2007/Certified Professional in Storm Water Quality
2008/Certified Professional in Erosion and Sediment Control
2009/ Qualified SWPPP Developer, Practitioner and Trainer of Record
2015 / Qualified Industrial SWPPP Trainer of Record

ROGER TURNER, Principal/Owner
Roger Turner and Associates, Inc.
Riverside, California

EDUCATION

Bachelor of Sciences, Environmental Science, University of California, Riverside - 1977

EXPERIENCE

Senior Consultant - September 2006 to Present

Western Riverside County Agricultural Coalition (WRCAC): Represent WRCAC working with the Regional Water Quality Control Board in regulatory permit development and approval for new CAFO NPDES Permit development 2012. Develop a Salinity Management Plan, Develop of revised Nutrient Plan program for CAFO's.

Storm Water Regulations WQMPs, SWPPPs: Prepares storm water WQMPs and SWPPPs including Industrial SWPPPs for clients. Participated with State Water Resources Control Board and Regional Boards in developing storm water policy and regulations.

Associated with GFB-Friedrich & Associates, Inc.: Environmental Consultant providing support for preparing WQMPs and SWPPPs, CEQA documents, Water Demand Analysis reports for projects, and support for other environmental regulatory programs.

Associated with Tetra Tech, Inc.: Program Management and support for preparing and representing CEQA documents. Prepare Water Quality Management Plans, SWPPP's and Water Demand Analysis reports for projects.

City of Perris - Manage water supply and operations activities including, water meter audit, capital infrastructure program, review financial and water demand analysis for water system budget, compliance for regulatory permits, and other related work.

Acting Director of Planning Department/Senior Planner/ Regulatory Compliance Specialist – Eastern Municipal Water District - March 1992 to May 2006

Directed District Planning Department activities including capital improvements for District services, managing the Capital Improvement Plan, preparation and updating the Water, Wastewater, Recycled Water, and Biosolids Master Planning, and the Environmental CEQA/NEPA program.

Managed the Regulatory Compliance program for the District. Conducted water quality assurance audits to ensure compliance for source testing and all sampling and analysis comply with applicable requirements. Program management of DeMinimus, Storm Water Permit, Waste Discharge Requirement permits, Sewer Management programs and the Drinking Water Source Assessment Program.

Environmental Specialist - State of California Regional Water Quality Control Board, Santa Ana Region - 1986 to 1992

Prepared surface water and groundwater studies and performed modeling work to establish constituent criteria, developed watershed planning studies and programs, organized and implemented Basin Planning programs. These tasks supported the development and implementation of waste load allocations and TMDLs within the Santa Ana River region.

Performed comprehensive analysis and developed reports for the Regional Water Quality Control Boards' Non-Point Source programs. Developed special water quality studies and monitoring programs for rural and mountain communities, silviculture, lakes, and agriculture (dairies - high animal population confinement facilities).

Contract manager responsible for writing and administering various state and federal grant programs, contract proposals, and agreements, including the Federal Agricultural Drainage Loan and Clean Water Grant Loan programs for the State and Regional Board's.

Senior Planner: - Riverside County Planning Department and City of Fontana Planning Department - October 1977 to February 1986

Manager responsible for planning, organizing, developing, and implementing technical urban planning activities including: General Land Use Plans, Specific Plans, Community Plans, and tract maps; full case analysis, writing staff reports and resolutions, training and supervising planning staff in all aspects of urban planning duties. Represented the department on various committee's and Task Force's before civic and community groups. Supervised and trained staff in the environmental review (CEQA/NEPA) process; prepared Environmental Impact Reports and various policy documents. Developed budget programs for Land Use development projects.

PROFESSIONAL & COMMUNITY AFFILIATIONS

California NAEP Liaison NAEP/AEP, Past Executive Vice President of the Association of Environmental Professionals, AEP Awards Chair, Past President of the Inland Empire Association of Environmental Professionals; Past Chair SARDA; Past Chair of SCAP Water Committee, Associate Member of A.I.C.P.; Charter Board Member of Inland Empire Section American Planning Association; Guest lecturer at University of California, Riverside; Member of Tri-TAC.

Proof of Insurance

We provide as examples, a copy of the certification of insurance issued for our work in the City of Palm Springs which commenced in March 2015 and is on-going. All insurances set forth in the attached certificate are in full force and effect. Our firm will meet the requirements of the Request for Proposal, as it relates to Indemnification and Insurance as required by the City of Banning.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

MERRI-1 OP ID: IR

DATE (MM/DD/YYYY): 02/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU CorMarc Agency License# 0E61407 25220 Hancock Ave. #200 Murrieta, CA 92562 Mike North	CONTACT NAME: Mike North PHONE (A/C, No, Ext): 951-290-5040 FAX (A/C, No): 951-270-0664 E-MAIL ADDRESS:
INSURED Lynn C. Merrill 35585 Barbara Lane Yucaipa, CA 92399-5122	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Hartford Casualty Ins — 29424 INSURER B: AXIS Insurarance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	X		72SBMAK3215	01/19/2015	01/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS			72SBMAK3215	01/19/2015	01/19/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	72WECES6412	02/00/2015	02/00/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			72KDGJH2603	02/17/2015	02/17/2016	Each act Total	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Palm Springs and its respective elected officials, officers, employees, agents, and volunteers are named as Additional Insured, coverage is Primary and Non Contributory when required by written contract per SS00080405. Waiver of Subrogation applies to Workers Compensation per WC040306.

CERTIFICATE HOLDER

PALM001

City of Palm Springs
3200 E Tahquitz Canyon Way
Palm Springs, CA 92262

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

APPENDIX 1
Sample Inspection Forms

CITY OF RIALTO
STORMWATER COMMERCIAL/RESTAURANT INSPECTION REPORT

BUSINESS NAME _____ DATE / TIME _____

ADDRESS _____ TELEPHONE _____

FACILITY CONTACT _____ SIC CODE: _____ BUSINESS _____

TYPE OF INSPECTION: Restaurant ☐ Commercial ☐ Routine ☐ Complaint ☐ Follow-Up ☐

	Yes	No	N/A		Yes	No	N/A
1. Are commercial process activities conducted outdoors?				16. Is a mobile wash contractor being used to clean vehicles, equipment, or exterior surfaces?			
2. Are BMPs implemented in outdoor commercial process areas?				17. Are vehicle, equipment, and exterior surface cleaning BMPs being implemented?			
3. Are raw materials, products, equipment, or wastes that have a potential to impact stormwater quality stored outside?				18. Is the site free of litter and liquid waste?			
4. Are BMPs implemented in outdoor storage areas?				19. Are the contents of waste receptacles protected from contact with stormwater?			
5. Is there a spill containment plan in place?				Questions 20-29 are Restaurants Only			
6. Are there storm drain inlets on-site?				20. Is grease regularly picked up by a service company?			
7. Do the storm drain inlets appear to be properly maintained and/or cleaned?				21. Is there grease on the ground next to the outdoor grease container(s)?			
8. Does this facility discharge authorized non-storm water to the storm drain system?				22. Is the secondary containment around the outdoor grease container(s) in place and adequate?			
9. Is there evidence of unauthorized non-storm water discharges, past spills, or illicit discharges to the storm drain system?				23. Is a grease interceptor installed on the sewer lateral?			
10. Are there indoor drains or sinks connected to the storm drain system?				24. Are grease interceptor maintenance records available?			
11. Are landscaped areas properly maintained and free of erosion?				25. Does the grease interceptor have adequate capacity and is it properly maintained?			
12. Are parking areas properly maintained and free of debris and excessive oil?				26. Is there a trash compactor on site?			
13. Is vehicle or equipment repair/maintenance performed on site?				27. Are liquids being disposed of in trash containers or compactors?			
14. Are vehicle or equipment repair/maintenance BMPs being implemented?				28. Is the secondary containment around trash compactor(s) in place and adequate?			
15. Is vehicle, equipment, or exterior surface cleaning being performed on site?				29. Is there any liquid or solid waste on the ground around trash containers or compactors?			

	No. Bins	Size	Frequency	Recycling	No. Bins	Size	Frequency
Refuse Bins				Recycling Bins			

	Mobile Cleaning Service	Interceptor Service	Rug Mat Company	Landscape Service	Grease/Oil Service
Company Name					
Address					
City					
State					
Zip					
Phone Number					
City Business License					
Contact					

COMMENTS/REQUIREMENTS: _____

This site is in compliance? Yes ☐ No ☐ Corrective Actions must be completed by:

City of Rialto - City Hall
150 South Palm Avenue, Rialto, CA, 92376

INSPECTION REPORT RECEIVED BY:

INSPECTOR: _____ PRINT NAME: _____

INSPECTOR SIGNATURE: _____ SIGNATURE: _____

INSPECTOR TELEPHONE: _____ PRINT TITLE: _____

White - City Copy Yellow - Business Copy Pink - Inspector Copy Ver. 1-24-13

Commercial / Restaurant Inspection Form

City of Rialto Stormwater Management Commercial Facility Program Risk Based Priority Inspection Form

Business Name: _____
Address: _____
Date: _____
Inspector Name: _____

Category #1 - Facility (Business) SIC and/or NAICS Activity Code Number	Yes	No	Score
a. Does the Facility have a Primary SIC code of 5013, 5541, 5812, 7341, 7342, 7532-7534, 7537-7539, 7992 or 7997? Or a Primary NAICS code of 326212, 441310, 447110, 447190, 561710, 713910, 722110-722112, 811111-811113, 811121 or 811198?	5		
b. Does the Facility have a Secondary SIC code of 5013, 5541, 5812, 7341, 7342, 7532-7534, 7537-7539, 7992 or 7997? Or a Secondary NAICS code of 326212, 441310, 447110, 447190, 561710, 713910, 722110-722112, 811111-811113, 811121 or 811198?	3		
Category #2 - Facility Process(es) and/or Pollutant Exposure			
a. Outdoor commercial activities resulting in exposure of Pollutant(s) of Concern (POC)?	1		
b. Outdoor storage of Materials/Wastes/Equip resulting in exposure of POC?	1		
c. Uncovered trash dumpsters/roll-off bins or trash compactors on-site ?	1		
d. Hazardous Materials and/or Hazardous Waste stored outside on-site?	1		
e. Airborne particulate deposition (from on-site processes) on roofs and/or ground?	1		
f. Litter, trash, oil & grease and/or debris buildup on site?	1		
g. Unroofed paved/impervious storage area > 10,000 sq ft ?	1		
h. Grease interceptor installed on sewer connection at facility?	1		
i. Close proximity to receiving waters impaired for POC originating on-site?	1		
Category #3 - Facility Compliance History			
a. NOC issued during the current or past routine inspection period?	1		
b. NOV issued during the current or past routine inspection period?	2		
c. Cease & Desist Order, or other Administrative Order been issued within 2 years?	4		
d. History (2 w/in past year) of spills/leaks or non-stormwater discharges at the facility?	2		
Category #4 - Facility BMP Evaluation			
a. Structual roofs over all solid waste and material storage areas?	-1		
b. Effective outdoor housekeeping (sweeping / litter & trash control / spill cleanup)?	-1		
c. Spill containment and Covers Installed for all liquid containers stored outside?	-1		
d. Effective structural Treatment Control BMPs installed and maintained for POC?	-1		
e. Reoccurring (at least annually) property owner/tenant education & training program?	-1		

Total Score = _____

Risk Priority Determination:
Total Score= 0-4, Low Priority
Total Score = 5-8, Medium Priority
Total Score ≥ 9, High Priority

Minimum Inspection Frequency:
High Priority = Annual Routine Inspection with Follow-up Inspections, as necessary
Medium Priority = Bi-Annual Routine Inspection with Follow-up Inspections, as necessary
Low Priority = Routine Inspections occur once every 5 years with Follow-up Inspections, as necessary

Commercial Risk Based Scoring Form

CITY OF RIALTO
STORMWATER INDUSTRIAL INSPECTION REPORT

BUSINESS NAME _____ DATE / TIME _____

ADDRESS: _____ TELEPHONE: _____

FACILITY CONTACT: _____ SIC CODE: _____ BUSINESS: _____

TYPE OF INSPECTION: Routine ☐ Complaint ☐ Follow-Up ☐ WDID # _____

	Yes	No	N/A
1. Is there a copy of the Stormwater Pollution Prevention Plan (SWPPP) on site?			
2. Are any industrial process activities conducted outdoors?			
3. Are BMPs implemented in outdoor industrial process areas?			
4. Are raw materials, products, equipment, or wastes that have a potential impact to stormwater quality stored outside?			
5. Are BMPs implemented in outdoor storage areas?			
6. Is there a spill containment plan in place?			
7. Are there storm drain inlets on-site?			
8. Do the storm drain inlets appear to be properly maintained and/or cleaned?			
9. Does this facility discharge authorized non-storm water to the storm drain system?			
10. Is there evidence of unauthorized non-storm water discharges, past spills, or illicit discharges to the storm drain system?			
11. Are there any indoor drains or sinks connected to the storm drain system?			
12. Are landscaped areas properly maintained and free of erosion?			
13. Are parking areas properly maintained and free of debris and excessive oil?			
14. Is vehicle or equipment repair/maintenance performed on site?			
15. Are vehicle or equipment repair/maintenance BMPs being implemented?			
16. Is vehicle, equipment, or exterior surface cleaning performed on site?			
17. Is a mobile wash contractor being used to clean exterior areas or vehicles?			
18. Are vehicle, equipment, and exterior surface cleaning BMPs being implemented?			
19. Is the site free of litter and liquid waste?			
20. Are the contents of waste receptacles protected from contact with stormwater?			

	No. Bins	Size	Frequency	Recycling	No. Bins	Size	Frequency
Refuse Bins				Recycling Bins			

	Mobile Cleaning Service	Interceptor Service	Mat Company	Landscape Service	Grease/Oil Service
Company Name					
Address					
City					
State					
Zip					
Phone Number					
City Business License					
Contact					

COMMENTS/REQUIREMENTS: _____

This site is in compliance? Yes ☐ No ☐ Corrective Actions must be completed by: _____

City of Rialto - City Hall
150 South Palm Avenue, Rialto, CA, 92376

INSPECTION REPORT RECEIVED BY:

INSPECTOR: _____ PRINT NAME: _____

INSPECTOR SIGNATURE: _____ SIGNATURE: _____

INSPECTOR TELEPHONE: _____ PRINT TITLE: _____

White - City Copy Yellow - Business Copy Pink - Inspector Copy Ver. 2-3-13

Industrial Inspection Form

City of Rialto Stormwater Management Industrial Facility Program Risk Based Priority Inspection Form

Business Name:
Address:
Date:
Inspector Name:

	Yes	No	Score
Category #1 - Facility (Business) SIC and/or NAICS Activity Code Number			
a. General Industrial Permit coverage required?	5		
b. "Conditional" SIC category but able to file NONA (waiver)?	3		
Category #2 - Facility Process(es) and/or Pollutant Exposure			
a. Outdoor commercial activities resulting in exposure of Pollutant(s) of Concern (POC)?	1		
b. Outdoor storage of Materials/Wastes/Equip resulting in exposure of POC?	1		
c. Uncovered trash dumpsters/roll-off bins/trash compactors on-site?	1		
d. Hazardous Materials and/or Hazardous Waste stored outside on-site?	1		
e. Airborne particulate deposition (from on-site processes) on roofs and/or ground?	1		
f. Litter, trash, oil & grease and/or debris buildup on site?	1		
g. Unroofed paved/impervious storage area > 10,000 sq ft ?	1		
h. Pre-production plastic (nurdles) stored on site?	1		
i. Close proximity to receiving waters impaired for POC originating on-site?	1		
Category #3 - Facility Compliance History			
a. NOC issued during the current or past routine inspection period?	1		
b. NOV issued during the current or past routine inspection period?	2		
c. Cease & Desist Order, or other Administrative Order been issued within 2 years?	4		
d. History (2 w/in past year) of spills/leaks or non-stormwater discharges at the facility?	2		
Category #4 - Facility BMP Evaluation			
a. Structual roofs over all solid waste and material storage areas?	-1		
b. Effective outdoor housekeeping (sweeping / litter & trash control / spill cleanup)?	-1		
c. Spill containment and Covers installed for all liquid containers stored outside?	-1		
d. Effective structural Treatment Control BMPs installed and maintained for POC?	-1		
e. Reoccurring (at least annually) property owner/tenant education & training program?	-1		

Total Score = _____

Risk Priority Determination:
Total Score= 0-4, Low Priority
Total Score = 5-8, Medium Priority
Total Score ≥ 9, High Priority

Minimum Inspection Frequency:
High Priority = Annual Routine Inspection with Follow-up Inspections, as necessary
Medium Priority = Bi-Annual Routine Inspection with Follow-up Inspections, as necessary
Low Priority = Routine Inspections occur once every 5 years with Follow-up Inspections, as necessary

Industrial Risk Based Scoring Form

Lynn Merrill

CITY OF RIALTO
POST CONSTRUCTION BMP FORM

Date: _____ Time: _____

I. REASON FOR INSPECTION

☐ Initial ☐ Follow-up ☐ Response to Complaint
☐ Routine

II. PROJECT INFORMATION

1. Assessor Parcel Number: _____ 2. Date of Installation _____
3. Project Type: ☐Residential ☐Commercial ☐Industrial ☐Multi-use ☐Road ☐Public Agency
4. Facility Name: _____
   Site Address: _____
   Contact Name: _____ Phone: _____
5. If the property owner is different than the contact name, fill out information below:
   Owner Name: _____ Title: _____
   Owner's Address: _____ Phone: _____
6. If the BMP operator is different than the contact name, fill out information below:
   Name: _____ Title: _____
   Address: _____ Phone: _____
7. Maintenance Documentation: ☐Reviewed ☐Not Reviewed ☐Not Available ☐Other: _____
8. Party responsible for O&M Documentation: ☐Property owner ☐BMP Operator

III. BMP TYPE AND INSPECTION RESULTS (Use Codes from "Potential Inspection Results with Definitions" sheet)

1. **Biofiltration**
☐ Vegetated Swale _____
☐ Vegetated Buffer Strip _____
☐ Bioretention _____
☐ Roof Gardens _____
☐ Planter Boxes _____

Detention
☐ Extended Detention Basin _____

Structural
☐ Drain Insert _____
☐ Porous Pavement _____
☐ Media Filter _____
☐ Hydrodynamic Separator _____
☐ Vortex Separator _____
☐ Water Quality Inlet _____
☐ Underground Detention Systems _____
☐ Wet Vault _____

Infiltration
☐ Infiltration Basin _____
☐ Infiltration Trench _____
☐ Exfiltration Trench _____
☐ Retention/Irrigation _____
Other (describe): _____
☐ _____

2. Is maintenance needed at this time? ☐Yes ☐No 3. *Mosquitoes or Mosquito Larvae Present? ☐Yes ☐No
4. Comments/Notes: _____

IV. FOLLOW-UP AND ENFORCEMENT ACTIONS (Add additional information on back)

1. Describe corrective actions needed: _____
2. Describe materials distributed (brochures, BMPs, etc.): _____
3. Describe Enforcement Action:
   ☐ None ☐ Verbal Enforcement/Educational Material ☐ Notice to Correct
   ☐ Administrative Action ☐ Administrative Action with Penalty/Fine ☐ Civil Action
   ☐ Criminal Action ☐ Referral for Enforcement _____
4. Follow-up required? ☐Yes ☐No ☐Comments _____
5. Corrective Actions Must Be Completed By: _____ Date Corrected: _____

City of Rialto - City Hall
150 South Palm Avenue, Rialto, CA, 92376

INSPECTION REPORT RECEIVED BY:

INSPECTOR: _____ PRINT NAME: _____
INSPECTOR SIGNATURE: _____ SIGNATURE: _____
INSPECTOR TELEPHONE: _____ PRINT TITLE: _____

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Post Construction BMP Inspection Form

CITY OF RIALTO
STORMMWATER CONSTRUTION INSPECTION REPORT

PROJECT NAME: _____ DATE/ TIME: _____

ADDRESS: _____ CELL# _____

SUPERINTENDENT: _____ DEVELOPER _____

TYPE OF INSPECTION: Routine ☐ Follow-up ☐ Complaint ☐ WDID?

☐ 12.60.220 Non Stormwater Discharges ☐ 12.60.240 General Construction Permit

☐ 12.60.250 Best Management Practices ☐ R.M.C. _____

1. Is there a copy of the approved Erosion Control Plan on site?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
2. Is there a current, updated copy of the Stormwater Pollution Prevention Plan (SWPPP) on site?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
3. Are sediment control BMPs (gravel bags, sand bags, silt fences, etc.) properly installed and maintained at the construction site?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
4. Are all storm drain inlets protected from sediment inflow?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
5. Are the structural BMPs (de-silting basins, etc.) in a good state of repair and being maintained?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
6. Are stock piles of non-hazardous material covered or contained?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
7. Are hazardous materials in an approved area, covered, and contained?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
8. Are points of ingress/egress at site stabilized?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
9. Are points of ingress/egress inspected and swept as needed?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
10. Is the site free of litter and liquid waste?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
11. Are portable toilets properly located (out of flow lines, away from inlets, and within a containment area)?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
12. Are vehicle/equipment fueling, cleaning and maintenance areas clean, free of spills or leaks, and protected from run-on and run-off?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
13. Are concrete washout areas properly constructed/located, and spill contained to prevent discharge?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐
14. Are wind erosion controls properly implemented?	Yes ☐ No ☐ NA ☐	Correction ☐	Violation ☐

IS THIS SITE IN COMPLIANCE? YES ☐ NO ☐	FOLLOW UP INSPECTION NECESSARY YES ☐ NO ☐ COMPLIANCE DATE:

COMMENTS/REQUIREMENTS: _____

City of Rialto 150 S. Palm Avenue, Rialto Ca 92376 (909) 820 - 2525	INSPECTION REPORT RECEIVED BY:
INSPECTOR: _____	PRINT NAME: _____
INSPECTOR SIGNATURE: _____	SIGNATURE: _____
INSPECTOR TELEPHONE:	PRINT TITLE:

White – City Copy Yellow – Construction Site Copy Pink – Inspector Copy

Construction Site Inspection Form

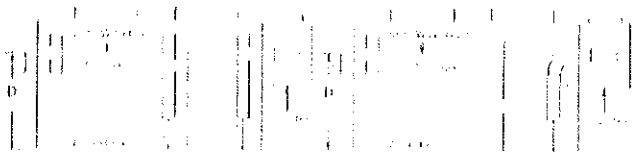
CITY OF RIALTO
FATS, OILS AND GREASE PROGRAM
INTERCEPTOR EVALUATION FORM

BUSINESS NAME: _____ DATE / TIME: _____

ADDRESS: _____ TELEPHONE: _____

FACILITY CONTACT: _____ SIC CODE: _____ BUSINESS TYPE: _____

Type of Food Prepared: _____ Type of Interceptor: _____



Tee Condition (Check one box per Tee)							
Condition	Inlet	#1 Side Wall	#2 Side Wall	#3 Side Wall	#4 Side Wall	#5 Side Wall	Outlet/In Sample Box
Light							
Heavy							

TOTAL OCCUPIED CAPACITY CALCULATION OF CLARIFIER

Depth of Clarifier (D) = _____

NOTE: Depth of clarifier is the distance between the liquid water level at the top of the basin and the bottom of the clarifier

	Surface Layer in Inches (S)		Bottom Layer in Inches (B)		Surface Layer plus Bottom Layer		Depth of Clarifier (D)			Percent Capacity of Each Chamber		Total % Capacity of each Chamber		Percentage and Capacity
Chamber 1		+		=		/		-			X		=	
Chamber 2		+		=		/		-			X		=	
Chamber 3		+		=		/		-			X		=	
Chamber 4		+		=		/		-			X		=	
Chamber 5		+		=		/		-			X		=	
TOTAL OCCUPIED CAPACITY OF CLASSIFIER PERCENTAGE														

NOTES: If Clarifier is a two chamber, then the capacity of each chamber is 0.50
If Clarifier is a three chamber, then the capacity of each chamber is 0.33
If Clarifier is a four chamber, then the capacity of each chamber is 0.25

EVALUATION CRITERIA

	PERCENT	CONDITION	PUMPING REQUIREMENT
☐	0% to 10%	Good	Not Required
☐	10.1% to 15%	Fair	Not Required
☐	15.1% to 25%	Marginal	Not Required but Suggested
☐	25% to 30%	Poor	Pump 7 to 10 Calendar days from Inspection
☐	30.1% to 35%	Poorer	Pump 3 to 7 calendar days from Inspection
☐	> 35%	Poorest	Pump Sooner than 3 Calendar days from Inspection
☐	Grease Present in Sample Box		PUMP WITHIN 24 HOURS

City of Rialto - City Hall
150 South Palm Avenue, Rialto, CA, 92376

INSPECTION REPORT RECEIVED BY:

INSPECTOR: _____ PRINT NAME: _____

INSPECTOR SIGNATURE: _____ SIGNATURE: _____

INSPECTOR TELEPHONE: _____ PRINT TITLE: _____

White - City Copy Yellow - Business Copy Pink - Inspector Copy

Ver. 4-30-13

FOG Interceptor Evaluation Form

Lynn Merrill

November 10, 2015

Holly Stuart
Management Analyst
City of Banning
99 East Ramsey Street
P.O. Box 998
Banning, CA 92220

REF: Request for Proposal – Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services.

Dear Ms. Stuart:

We are pleased to submit the attached Cost Proposal in response to the above RFP. Lynn Merrill and Associates, Inc., Consulting to Municipal Government was formed in November 2004 by Mr. Lynn Merrill after a 12 year career in municipal governments, including ten years with the City of San Bernardino. The business previously operated as a sole-proprietorship and has been in business for over 11 years. We recently incorporated under Lynn Merrill and Associates, Inc., and anticipate shifting to the corporate model on January 1st, 2016.

The Table below sets forth our fully burdened labor categories, as well as identifies which Tasks each category would be applicable to within the Scope of Services/Tasks section of the RFP.

FULLY BURDENED LABOR RATE SCHEDULE

LABOR CATEGORY	PRETM	FOG	NPDES	ENVI	2015-2016	2016-2017	2017-2018
PRINCIPAL IN CHARGE	X	X	X	X	$ 120.75	$ 123.77	$ 126.86
SENIOR CONSULTANT / PRINCIPAL ENGINEER	X	X	X	X	$ 126.79	$ 129.96	$ 133.21
SENIOR CONSULTANT / PROGRAM MANAGER	X	X	X	X	$ 109.25	$ 111.98	$ 114.78
SENIOR SUPERVISING INSPECTOR	X	X	X	X	$ 106.38	$ 109.03	$ 111.76
NPDES INSPECTOR III		X	X		$ 100.05	$ 102.55	$ 105.12
NPDES INSPECTOR II		X	X		$ 51.75	$ 53.04	$ 54.37
NPDES INSPECTOR I		X	X		$ 40.25	$ 41.26	$ 42.29
ADMINISTRATIVE ASSISTANT II	X	X	X		$ 31.05	$ 31.83	$ 32.62
ADMINISTRATIVE ASSISTANT I	X	X	X		$ 25.30	$ 25.93	$ 26.58
Mileage (At IRS Published Rates)	X	X	X	X	$ 0.575	$ 0.59	$ 0.60
Mark-Up Percentage on Outside Services:	X	X	X	X	8.500%	8.500%	8.500%
Reimbursables (Travel and Reproduction) at actual cost.	X	X	X	X			

All Labor Rates are listed fully burdened as presented. Mileage is set at the IRS Reimbursement rate of $0.575, and escalated 2.5% per year for Fiscal Years 2016-2017 and 2017-2018. Actual mileage rate for reimbursement in out years shall be the IRS Mileage Rate as set forth by the IRS each December.

35585 Barbara Lane, Yucaipa, California, 92399
Telephone 951-217-1201 Email LCMUPLAND@aol.com

Lynn Merrill

ALTERNATIVE PRICING SCHEDULE

We are hereby proposing the following pricing schedule for conducting the NPDES and FOG Commercial, Industrial, Restaurants including FOG, as well as proposed costs for NPDES inspections at Construction Sites and WQMP / Post Construction Inspections:

TYPE OF BUSINESS	PRIORITY	FREQUENCY OF INSPECTION	FY15-16	FY16-17	FY17-18	FY18-19
Industrial	High	Every year	$ 225.00	$ 234.00	$ 243.36	$ 253.09
Industrial	Medium	Every Two years	$ 180.00	$ 187.20	$ 194.69	$ 202.48
Industrial	Low	Every five years	$ 90.00	$ 93.60	$ 97.34	$ 101.24
Restaurant	High	Every year	$ 75.00	$ 78.00	$ 81.12	$ 84.36
Restaurant	Medium	Every Two years	$ 60.00	$ 62.40	$ 64.90	$ 67.49
Restaurant	Low	Every five years	$ 45.00	$ 46.80	$ 48.67	$ 50.62
Commercial	High	Every year	$ 65.00	$ 67.60	$ 70.30	$ 73.12
Commercial	Medium	Every Two years	$ 55.00	$ 57.20	$ 59.49	$ 61.87
Commercial	Low	Every five years	$ 45.00	$ 46.80	$ 48.67	$ 50.62
REINSPECTIONS FOR NOTICE OF CORRECTION, Industrial, Commercial and Restaurants. (ONE FOLLOW-UP - Additional Follow-ups from same visit billed at one half inspect rate)			No Charge	No Charge	No Charge	No Charge
Refusal to admit to business:			One-half of inspection rate shown above			
Construction Site Inspections, Per Inspection			$180.00	$ 187.20	$ 194.69	$ 202.48
Water Quality Management Plan Construction Verification Inspections, Per Site Inspection			$250.00	$ 260.00	$ 270.40	$ 281.22
POST CONSTRUCTION BEST MANAGEMENT PRACTICES PER INSPECTION			$180.00	$ 187.20	$ 194.69	$ 202.48

Pricing for Industrial, Commercial and Restaurant NPDES/FOG inspections includes initial inspection, data input into the database, and one-follow-up inspection for purposes of verifying corrections resulting from the initial inspection and any Notice of Corrections issued, as well as mileage within the City of Banning. Subsequent inspections required due to lack of correction or other causes by the individual inspectee will be billed on either a one-half the inspection cost or on a time-and-material basis at the billing rates set forth in the first table, based on the nature of the correction or violation and in consultation with the City. In the event that our inspector goes to a business and is refused entry by the business, that refusal shall be billed to the City at one-half the normal inspection rate, in addition to any subsequent completed inspections carried out at that business.

Respectfully,

Lynn Merrill
President

35585 Barbara Lane, Yucaipa, California, 92399
Telephone 951-217-1201 Email LCMUPLAND@aol.com

CLM Professional Services, Inc.

Response to Request for Proposals

City of Banning

Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services

Submitted by:
CLM Professional Services, Inc.
131 Cajon Street, Suite 11
Redlands, California 92373

Proposal Due: November 10, 2015 at 5:00 pm

CLM
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Preserving water resources one drop at a time

NOV 10 2015
City Clerk's Office

November 9, 2015

City of Banning
City Clerk's Office
99 E. Ramsey Street
Banning, California 92220

Subject: City of Banning Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services

CLM Professional Services, Inc. (CLM) is pleased to present this Response to Request for Proposal (RFP) to the City of Banning (City) for the Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services project. CLM is a certified Small Business Entity (SBE No. 1789688) dedicated to preserving our valuable water resources. Our services focus on helping professionals in private, public and special districts to comply with federal, state and local laws and regulations for water quality and protection. Specifically, our services concentrate on issues related to water quality for storm water, wastewater and drinking water. These issues are commonly related to compliance for NPDES, regulations for waste discharge requirements (WDR's), pretreatment, storm water pollution prevention (SWPP), water quality management, health and safety, and designs for low impact development. Ultimately, we offer solutions to the problems that communities, industries and small business face to achieve water quality compliance.

We are excited to be teaming with EEC Environmental (EEC) for this proposal. EEC brings extensive experience and past success in developing, implementing, and managing programs—including fats, oils, and grease (FOG) control programs. EEC has been successfully providing FOG and NPDES inspection and program management services for multiple cities and sanitary districts including food service establishment inspections for the past several years. EEC has conducted more than 15,000 FOG and NPDES inspections of food service establishments (FSE) and has designed 14 FOG control programs for agencies throughout California.

Through the experience gained from previous work for local cities and for other sewer municipalities, the CLM/EEC Team will provide a flexible, cost-effective approach to meeting the City's goals and needs for this particular project. The Team's unique experience with NPDES and WDR compliance throughout the U.S. will ensure that there will be no learning curve associated with this project. We appreciate the opportunity to provide our response to the City's RFP for the project.

Sincerely,

Dion Castro, MA, President and CEO
QISP #018, QSP/QSD #00111, CPESC #5893

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Project Understanding and Approach:

The CLM/EEC Team (Team) understands the City of Banning (City) seeks a qualified consultant team to provide project management services for wastewater regulatory support services. Included in the proposed services is the management and implementation of the Federal Pretreatment Program, inspection services for businesses' industrial waste and stormwater compliance, Fats, Oils and Grease (FOG) Control and National Pollutant Discharge Elimination System (NPDES) inspections, and environmental compliance services, as needed.

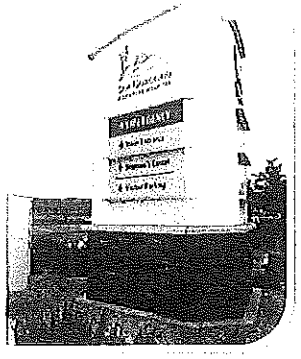
The City currently provides wastewater services to residents and businesses and is required to maintain with the requirements under the Water Discharge Requirement Order 2006-0003 (WDR) Permit as issued by the State Water Resources Control Board (SWRCB). The City is within the Colorado River Basin, Region NO. 7 and is a co-permittee for Board Order No. R7-2013-0011 (NPDES Permit). Under the WDR and two (2) related ordinances (Nos. 1206 and 1271), the City maintains a Pretreatment Programs inclusive of inspection, monitoring, enforcement, and reporting. The FOG program is maintained through inspections and outreach to specific businesses. Previously, the City managed all of these programs internally, however with an increase in workload brought on in part by the assumption of County Health Department (DEH) inspections, it is in need of assistance in implementing the programs.

The Team is familiar with the project scope of work as requested in the RFP and has thoroughly reviewed the Whitewater River Region Stormwater Management Plan (SWMP) provided by the City as part of the RFP. The proposed work plan herein is designed to address all items in the scope of work including inspections, monitoring, permitting, reporting, coordinating and administrative functions required to support the City with this program. We have the unique capability to assess the effectiveness and efficiency of the program, to identify opportunities to streamline the work, to institute risk-based analysis, and to make recommendations on resource priorities. Staff has a deep institutional knowledge of all aspects of the pretreatment program from permitting, compliance, and enforcement to inspections, sampling, ordinance revisions, and local limits development. Municipalities can define for themselves success, of what would be considered good, effective and efficient governance of their programs. The Team will apply their expertise to find the efficiencies available to an integrated source control program that handles industrial and commercial wastewater discharges into the sanitary sewers and FOG sources into the sewer system.

Once the City has awarded the project, the Team will coordinate with City staff to schedule a Program Kick-off Meeting. A draft scope of work implementation plan will be submitted for review by the City staff. The implementation plan will identify the activities and the milestone

schedule to accomplish all related tasks for the term of the agreement. Upon approval of the draft implementation plan, the Team along with the City will finalize the work plan and commence consultant services. The work plan herein addresses each major element of the Industrial Waste Program Management, FOG and NPDES Inspections, and Environmental Compliance Services.

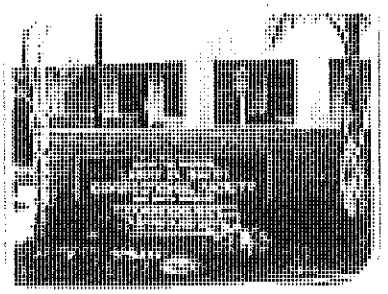
Industrial Waste Pretreatment Program Management



Industrial User Permit Holder – San Grogonio Hospital

The Team will evaluate the three (3) Industrial User (IU) permit holders, San Grogonio Hospital, Larry D. Smith Detention Facility, and Allen Industries, and review them individually to determine the frequency of inspection requirements such as quarterly, annually or upon compliance schedules as needed. A master schedule to conduct site inspections and monitoring, including follow-up site inspections for new and/or tenant improvement projects, will be maintained. The Office Engineer will assist the Inspector in scheduling the inspections and maintaining the IU data and schedules in the City's XC2 Data Management System.

As part of the inspections, the Inspector will review the established practices and BMP implementation, including Self-Monitoring Reports. Based on the results of the inspections or as requested by the City, the Team will investigate and respond to infractions or complaints. In the event that inappropriate practices are observed, or there is evidence of past or present unauthorized discharges, the City will be notified to determine if an enforcement order is required. In some situations, all that might be required is for the Team to coordinate with the City and the facility to conduct re-inspections that are adequate to bring the facility into compliance. All required regulatory reports, as necessitated by the WDR, will be prepared, completed, and submitted by the Team.



Industrial User Permit Holder – Larry D. Smith Detention Facility

In order to maintain effective communication, the Team, will attend meetings requested by the City and will schedule regular Project Coordination Meetings and other meetings if required. The goals of such meetings are to share and coordinate project plans for upcoming tasks and to discuss project progress and budget status.

These meetings are not a replacement for on-going discussions between the Team and the City, but rather are an opportunity to leverage face-to-face time. Discussion topics will be communicated ahead of time in a meeting agenda prior to the meeting to help ensure that those who cannot attend in person can offer their input, as well as providing an opportunity for meeting participants to consider topics beforehand.

The Team believes that status reporting is an essential practice for the communication of project activity and an effective technique for controlling a project. Through the monthly status reports, project status will be communicated and the City will be provided with a consistent, concise, and informative summary of project status on a monthly basis.

Responsible Individuals: Dion Castro, Kim Sigelman

Fats, Oils and Grease (FOG) Control Program

The City has approximately 50-plus food service and automotive facilities to be inspected annually as part of the FOG Control Program. This task encompasses grease-removal device (GRD) inspections, kitchen best management practice inspections, educational outreach, and enforcement actions. Inspection forms that adequately evaluate compliance with the rules and regulations of the FOG Control Program will be created, approved, and used specifically for the City.



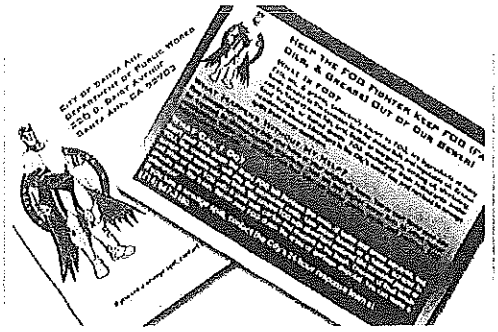
FOG Generation in Food Service Establishment Kitchen

For FSEs, a strong education and outreach program is necessary, but an effective inspection program monitors and enforces the implementation of BMPs. Second, the FOG that finds its way into drains at FSEs can be captured before it flows to the public sewer system through the requirement for the proper design, installation, and maintenance of GRDs, which can only be assured through the City's education, inspection, and enforcement programs.

The team is well equipped with experienced engineers and inspectors to assist the City in addressing all FOG issues.

The Team has conducted over 20,000 FSE BMP inspections and over 18,000 grease interceptor/grease trap inspections, issued notices of non-compliance, and conducted compliance follow-up inspections to ensure that FSEs adhere to FOG control requirements and has been very successful at conducting compliance inspections for compliance issues identified during initial FOG inspections.

Developing database structures to maintain FOG program data will assist the Team better manage inspections, identify priority FSEs. As requested by the City, the Team will track the inspections and results on a spreadsheet as well as within the City's XC2 Data Management Program and provided monthly as part of the status reports.



FOG Outreach Mailer

FOG program education is a core component of efforts to reduce SSOs and FOG impacts to the sewer system. The Team uses each FOG inspection as an opportunity to educate FSE staff about the importance of following kitchen BMPs and proper GRD maintenance. The Team has developed public outreach efforts for FOG programs that have included such items as door hangers, pot scrapers, FAQ sheets, and postcard mailers. The Team has also helped agencies develop websites that administered FOG program information for both FSEs and the general public.

Responsible Individuals: Joe Jenkins, Robert Schubert, Kim Sigelman

NPDES Inspections

It is understood that the City is co-permittee on NPDES Permit No. R7-2013-0011 in the Whitewater River Watershed Region. The Team is knowledgeable of this permit and the requirements and is confident that the 50-plus businesses to be inspected annually will be reviewed and evaluated efficiently and accurately. The Inspector will create a schedule of inspections from the City's Engineering Department's database of facilities with Hazardous Material Permits and facilities with Food Establishment Permits. The required occurrence of scheduled inspections per permit type will be accounted for when developing the schedule as it varies. As part of the scheduled NPDES inspections, the assigned Inspector will provide

BMP educational outreach to business owners with the intent to reduce, if not eliminate, non-compliance. Follow up inspections for non-compliance will be scheduled and completed as necessary as part of this task.

The Inspectors will use the City provided forms and will update and maintain the current City spreadsheet. Forms and the updated spreadsheet will be provided to the City as part of the monthly status reports. Team Inspectors complete approximately many NPDES inspections yearly and have a proven track record of bringing and keeping facilities in compliance.

Responsible Individuals: Dion Castro, Joe Jenkins, Kim Sigelman

Environmental Compliance Special Services (If Requested)

As part of the program, the Team understands that the City may seek additional Environmental Compliance Services. The proposed Team is experienced at proactively assessing needs and providing effective, efficient solutions to those needs. Proposed staff includes a Certified Trainer of Record (ToR) who can train staff, residents, and business owners on federal and state environmental regulations, NPDES requirements, BMPs, monitoring, sampling, etc. Furthermore, training materials specific to the City and the facility can be developed to refine the training and increase the level of knowledge.

Additionally, the experienced Team can augment City staff and review and approve developer's plans for pretreatment processes, review and comment on project applications, and approve technical specifications. This augmentation can give the City the depth of coverage that they may need during times with particularly heavy workloads, or to simply provide a wider breadth of technical knowledge on pretreatment processes.

City Public Works Department staff can be assured that the Team will be able to provide answers and clarifications to regulations and questions from staff and other agencies as they relate to hazardous waste, Industrial General Permits, and CUPA facilities. The Team is located centrally to the City and can be available as needed for in person meetings or conference calls with City staff, developers, civil engineers, and/or regional agencies.

Responsible Individuals: Dion Castro, Joe Jenkins, Robert Schubert, Kim Sigelman

Statement of Qualifications:

The Team has over 25 years of experience problem solving issues related to water, wastewater, and stormwater compliance. The Team has been involved with various levels of government agencies from city and county to state and Federal. CLM Team proposes a highly skilled team to facilitate this project. The team lead, Dion Castro, Project Manager and Inspector, will direct the efforts of Joe Jenkins, FOG and NPDES Inspector, Robert Schubert, FOG Inspector, and Kim Sigelman, Office Engineer.

The Team has extensive experience in providing National Pollutant Discharge Elimination System (NPDES) and FOG control program services and has expertise with a broad range of complementary services that have gained us an excellent reputation and working relationship with federal, state, and local agencies. The Team has provided extensive NPDES and/or FOG program services to more than 30 cities and sewer districts throughout the nation, including the following:

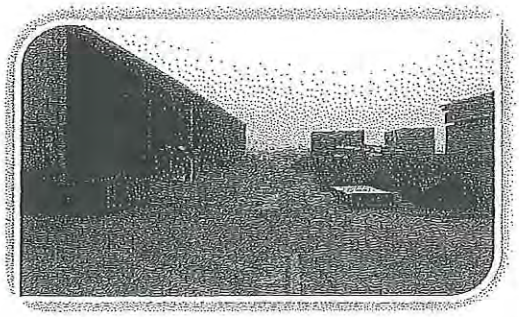
City of San Bernardino	City of Riverside	Rose Bowl Industrial Inspections
City of Orange	Costa Mesa Sanitary District	Irvine Ranch Water District
City of El Segundo	County of Orange	Orange County Sanitation District
City of Anaheim	City of Santa Ana	Garden Grove Sanitary District
City of Fullerton	City of Stanton	San Francisco Public Utility Commission
City of La Habra	City of Moreno Valley	Midway City Sanitary District
SANBAG	Victor Valley WTP	Caltrans
Eastern Municipal Water District	Menifee Union School District	Banning Unified School District

The Team has successfully joined forces to complete the Orange County Sanitation District (OCSD) Stormwater Audit Program, completed in early 2015. This project encompassed the stormwater compliance site inspections of two OCSD facilities, interviews of key staff, and preparation of an audit of findings. The findings were presented to the OCSD staff and the Team was consulted to develop viable recommendation to improve the existing stormwater pollution prevention plans.

Through experience gained from previous work and the unique knowledge of the NPDES and FOG control program regulations, the Team will provide a flexible and cost-effective approach to meeting the City's project goals and needs. Following is a selection of project descriptions representative of local NPDES and FOG inspection experience as well as other pertinent project references.

On-Call SWPPP Inspections State of California Department of Transportation, District 8
CLM currently serves as the SWPPP Inspector responsible for assisting the District and its resident engineers with compliance evaluation of District project as they relate to the Construction General Permit and Caltrans MS4 Permit, NPDES, and Environmental compliance. As part of the on-going work, CLM staff conducts Construction Compliance Evaluation Plan (CCEP) reviews for District 08, as well as attends Headquarters reviews. Review of the SWPPP submitted to the agency for use on projects. Review SWPPP and WPCPs for completeness as required by the Caltrans Storm Water Quality Handbooks and specifications prior to transmitting to Caltrans for their review and approval. Additionally, CLM serves as adviser to the Resident Engineers in San Bernardino County and Riverside County for NPDES compliance for soil stabilization and sediment controls, Notice of Discharge reporting, filling of Notices of Construction and Notices of completed Construction as well as Annual Reports.

Site Audit and Review, Conco Facilities, Concord, California
CLM completed a site audit and review as well as a Compliance Action Plan for Conco's Martinez site. Once the Compliance Action Plan was completed, staff developed a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the New Industrial Storm Water General Permit Order 2014-0057-DWQ. SWPPP preparation included a site visit and meeting with the client representatives on site, chemical inventory, photo documentation, report document, sampling and analysis plan, WPCD's, BMP consideration checklist, run-off coefficient calculations, run-on calculations, and applicable Best Management Practice (BMP) details. Staff completed necessary mapping for the SWPPP as well. CLM has prepared and will be administering a site-specific training on the implementation of the SWPPP as well as implantation and maintenance of the BMPs, sampling, and monitoring as required by the document.



Conco Facilities, Concord, CA

Industrial Storm Water Pollution Prevention Plan, Victor Valley Wastewater Reclamation Authority WWTP, Victorville, CA
CLM developed a Storm Water Pollution Prevention Plan (SWPPP) for the Victor Valley Waste Water Reclamation Authority Waste Water Treatment Plant (VWRA WWTP) site, in

accordance with the New Industrial Storm Water General Permit Order 2014-0057-DWQ. SWPPP preparation included a site visit and meeting with the client representatives on site, chemical inventory, photo documentation, report document, sampling and analysis plan, WPCD's, BMP consideration checklist, run-off coefficient calculations, run-on calculations, and applicable Best Management Practice (BMP) details. Staff completed necessary mapping for the SWPPP as well. CLM has prepared and will be administering a site-specific training on the implementation of the SWPPP as well as implantation and maintenance of the BMPs, sampling, and monitoring as required by the document. In addition to the SWPPP, mapping, and training CLM will complete a Site Audit and Compliance Action Plan.

SWPPP Inspection, SR-60/Nason Overcrossing, Moreno Valley, California

The SR-60/Nason Overcrossing project consisted of the replacement of an existing 2-lane bridge over the SR60 freeway in Moreno Valley with a wider, higher 5-lane bridge. In addition to replacing the bridge, improvements included raising and widening Nason Street to meet the new bridge grade, adjusting the ramp and Nason Street intersections to meet the new grade, adding street lights and sidewalks along both sides of Nason Street, adding a soundwall along Elder Street, and related improvements. This project was completed in July 2014 at a cost of $18.1 million. The project was completed by the City of Moreno Valley with a portion of the project being funded by the State Department of Transportation (Caltrans). CLM Team served as the SWPPP consultant (QSP/QSD) as a subconsultant to Falcon Engineering, Inc. Responsibilities included: development of SWPPP, QSP Oversight including weekly inspections and post-storm site review, continual inspections during extended rain events, review of inspections completed by Contractor, BMP observations and recommendations, and review of monitoring reports.



SR-60/Nason Overcrossing, Moreno Valley, CA

SWPPP Inspection, I-10/Citrus Interchange Improvements, San Bernardino Associated Governments (SANBAG)

The I-10/Citrus Interchange improvements involve the construction of new ramps, loop on ramps, realignment and widening of existing ramps, realignment of existing channels, multi-cell box culverts, trapezoidal and rectangular channels, signalized intersections, and local

street improvements. The construction of complex retaining wall systems to support new ramp alignment and widening as well as utility (including storm and sewer drain systems) were also completed. The project cost was $49.7 million. CLM served as the SWPPP consultant (QSP/QSD) to Falcon Engineering. Responsibilities included: development of SWPPP, QSP Oversight including weekly inspections and post-storm site review, continual inspections during extended rain events, review of inspections completed by Contractor, BMP observations and recommendations, and review of monitoring reports.

Irvine Ranch Water District: FOG Program Management and Inspection Services

EEC conducted a FOG characterization study that included more than 800 initial food service establishment (FSE) inspections within the District's service area. Since 2003, The Team has continued to support the District's FOG program efforts, including program management support and FSE inspection services. Grease interceptors are routinely inspected to evaluate their operational status, structural condition, and maintenance condition. FOG program information and education is also provided to FSEs throughout the District's service area. To enhance analysis of the FOG Program data collected, The Team developed a geodatabase, where FSE and interceptor data can be further analyzed with sanitary sewer overflow (SSO) and sewer hotspots. This type of analysis was instrumental in developing the District's FOG program and provides the basis for prioritizing FSE permitting and inspections as well as optimizing the utilization of District resources.

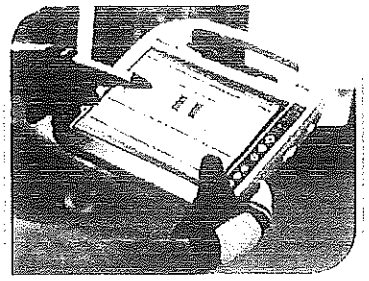
The project scope included the following elements:

- FOG program development and management support
- Permitting inspections
- FSE kitchen BMPs
- Grease removal equipment inspections
- Compliance inspections
- District's customer support services
- Hydrogen sulfide (H2S) odor testing and monitoring
- New FSE plan submittal program development and management support

City of Santa Ana: WDR Compliance, FOG Program Management Services

EEC has provided a wide variety of Waste Discharge Requirements (WDR) compliance services to the City, including the 2013 and 2015 internal SSMP audits and 2014 SSMP update. The Team developed, implemented, and helped the City manage its FOG control program, and has been inspecting FSEs in Santa Ana for the past decade. The Team compiled and maintains an exhaustive list of FSEs within the City's boundaries and inspected

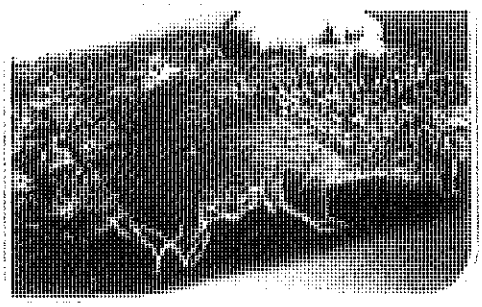
each FSE for inventory cooking equipment, fixtures, floor sinks and drains, and GREs, and to evaluate FSEs' compliance with FOG program regulations. The Team developed a FOG program database that stores the kitchen equipment inventory and created inspection frequencies based, in part, on an FSE's potential to release FOG into the sewer system. The Team used the City's GIS to determine an FSE's potential to impact sewer line elevated maintenance locations. This project will conclude September 2015.



Inspector Using Mobile Device to Gather FSE Data

Project highlights include the following:

- Internal SSMP audit
- Operation & maintenance manual development and regular updates
- SSMP update
- SSO response manual development
- SSO emergency response training
- FOG program development and management support
- Permitting inspections
- FSE kitchen BMP inspections
- GRE inspections
- FSE non-compliance notifications
- Compliance inspection and follow-up efforts
- SSO response and support
- Mobile FOG inspection deployment
- Operations and maintenance program standard operating procedures



GIS Used to Analyze Manhole Elevations

Costa Mesa Sanitary District: FOG Program Management and Inspection Services

EEC currently provides many of the same services the District is requesting—FOG program management and inspections, GIS support and data management support—to the Costa Mesa Sanitary District.

- FOG program development and management
- FSE FOG inspections and follow-up
- FSE database creation and management

- Enforcement development and management support
- CMMS implementation and support services
- Infiltration and inflow analysis support
- GIS development and management
- CCTV source identification inspections
- City staff training services
- Hotspot analysis
- Hydraulic modeling

Pretreatment Program Evaluation and Upgrade — Salt Lake City, Utah

Salt Lake City retained EEC to respond to a State audit that required an extensive upgrade of the City's pretreatment program. The Team evaluated all elements of the pretreatment program and provided guidance and support to the City in negotiating a reasonable compliance schedule with the State. EEC worked alongside the City to

- Upgrade its Sewer Use Ordinance;
- Develop technically based local limits;
- Develop an industrial waste survey process;
- Review and revise significant industrial user (SIU) permits;
- Develop permitting, sampling, inspection and enforcement procedures; and
- Provide staff assessment to ensure continued compliance with State and federal pretreatment program requirements

Pretreatment Program Development and Industrial User Inspections — City of El Segundo, CA.

The City of El Segundo retained EEC to respond to an EPA audit and conduct an extensive upgrade of the City's pretreatment program. The Team evaluated all elements of the pretreatment program and provided guidance and support to the City in negotiating a reasonable compliance schedule with the EPA. The Team also conducted inspections at the Significant Industrial Users in the City. The inspection method followed in performing the inspections is similar to the methodology followed by the U.S. EPA as generally outlined in the U.S. EPA's Control Authority Pretreatment Audit Checklist and Instructions document dated February 2010. Inspections included a visit of the facility, interviews with IU representatives and a review of records. The frequency of the inspections was in accordance with the requirements of 40 CFR 403.

During the project, EEC worked alongside the City to:

- Upgrade its Sewer Use Ordinance;
- Develop an industrial waste survey process;
- Review and revise significant industrial user (SIU) permits;
- Complete the Annual and Semi-Annual reporting requirements;
- Develop permitting, sampling, inspection and enforcement procedures; and
- Conduct inspections and schedule sampling for SIUs.

Project References:

Dave Meress, Chief NPDES Coordinator
State of California Department of Transportation, Caltrans, District 8
464 W. 4th Street
San Bernardino, CA 92401
Dave.meress@dot.ca.gov
Phone (951) 232-8549 phone

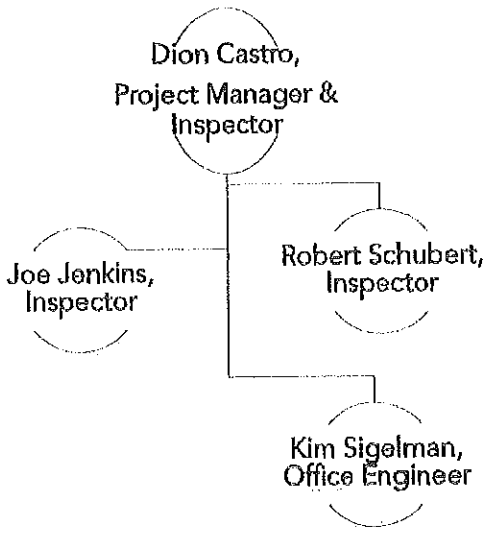
Mike Barnaum, Project Engineer
San Bernardino Associated Government (SANBAG)
1170 W 3rd Street
San Bernardino, CA 92410
Phone (909) 884-8276

Prem Kumar, PE, Deputy Public Works Inspector/Assistant City Engineer
The City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553
premk@moval.org
Phone: (951) 413-3130

Management and Key Staff:

Mr. Castro will work side-by-side with his team to ensure the program is managed professionally. His public works experience includes planning, organizing and managing compliance and field inspections of SWPPP, WPCP, NPDES, and local ordinance permit compliance. He is a certified Environmental Compliance Inspector Grade IV which certifies competency at the managerial level for eliminating, reducing, or controlling wastewater discharges into publicly owned treatment works or receiving waters which could have a negative impact on aquatic life or environment.

His past experience includes serving as the City of Riverside's Environmental Compliance Supervisor where he managed the water quality, stormwater and regulatory compliance programs for Riverside. Prior to working for the City of Riverside, Mr. Castro was the Lead Supervisor for the Environmental Compliance Division at the City of San Bernardino Municipal Water District. Mr. Castro is an expert in NPDES inspections related to WDRs, and SWPPP/WPCP compliance for public works, commercial and industrial sites, and construction projects. Mr. Castro is a Trainer of Record for QSD/P and QISP programs as certified by the California Stormwater Quality Association.



Mr. Joe Jenkins, CWEA Inspector, Grade I, has performed thousands of inspections of food service establishment (FSEs) for compliance with fats, oils, and grease (FOG) control programs including the Costa Mesa Sanitary District, Cities of Santa Ana, La Habra, Anaheim, and Irvine Ranch Water District. He is responsible for managing and scheduling FSE inspection resources and provides training and quality control for EEC's FOG inspection staff. Mr. Jenkins serves as lead auditor for sewer system management plan (SSMP) audits. Recent experience includes SSMP audits for the Costa Mesa Sanitary District as well as the Cities of La Habra, Buena Park, Santa Ana, and Anaheim.

Mr. Robert Schubert, Inspector, has performed hundreds of inspections of food service establishments and grease removal equipment in support of fats, oils, and grease (FOG) control programs, along grease interceptor assessments at various sites. In addition to

inspections, Mr. Schubert provides FOG program data entry and quality assurance and control services for various cities and sewer agencies. He is a Registered EIT for the State of California and has been with EEC for over two (2) years.

Ms. Kim Sigelman, Office Engineer, will assist the Inspectors with the administrative functions for this project including scheduling meetings, assisting with document control, database entry, research, and any other tasks as needed. Ms. Sigelman has over eleven years of experience with municipalities for planning, design and construction projects such as roadway, highway interchanges, and intersection improvements. Her ability to work alongside multiple types of professionals from bureaucracies, agencies, non-profit foundations, private developers, construction firms, and property owners, allows her to understand how project participants interact. Most recently, Ms. Sigelman completed several SWPPPs under the new Industrial General Permit for various clients. In addition to her knowledge of environmental document preparation, her skills include drafting Notices of Intent (NOI) and Notices of Termination (NOT) and submittal of these documents through the SMARTS system, correspondence preparation and dissemination, as well as document and file control for Caltrans Oversight projects in accordance with Caltrans filing requirements.
The resumes of the key staff proposed for the Team follow.

CLM PROFESSIONAL SERVICES

Preserving water resources one drop at a time

Dion Castro – Project Manager and NPDES Inspector

Education
MA, Environmental & Community

BA, Liberal Studies: Environmental Emphasis

AA, Water Engineering
Workplace Health & Safety Management – UC, Riverside

Certifications
Trainer of Record – California Stormwater Quality Association QISP #018, QSP/QSD #00111

Certified Professional in Erosion and Sediment Control (CPESC #5893)

Certified Utilities Safety Administrator – National Safety Council

Environmental Compliance Inspector Grade IV – California Water Environment Federation

Relevant Experience

- Over 25 Years NPDES Experience
- SWPPP / WPCP Plan Check & Inspection Expertise
- Environmental Compliance Inspector Grade IV

Mr. Castro, President and CEO of CLM, has over 25 years experience solving issues related to water, wastewater and stormwater compliance. He has facilitated projects with all levels of government from city and county to state and Federal. His public works experience includes planning, organizing and managing compliance and field inspections of SWPPP, WPCP, NPDES, and local ordinance permit compliance. He was given the clean water act excellence award in Pretreatment Program compliance by the Environmental Protection Agency (EPA). He is a member of the California Water Environment Association Technical Certification Committee.

He is a certified Environmental Compliance Inspector Grade IV which allows him to work at a managerial level of Inspection. Mr. Castro is a Trainer of Record for QSD/P and QISP programs as certified by the California Stormwater Quality Association. He has Bachelor's in Liberal Studies with an emphasis in Environmental Studies from the University of Redlands, in Redlands, California and his Master's in Environment and Community from Antioch University in Seattle, Washington that focused on how to design, build and live in communities that harmonize with the environment.

CLM PROFESSIONAL SERVICES, INC., President/CEO:
Serves as the President, CEO, and Founder of the Firm. Established in 2009, CLM provides stormwater inspection for industrial, commercial, and construction sites throughout Southern California. Oversees the daily activities of stormwater inspectors while simultaneously managing multiple inspection projects. Conducts QSP/D Training sessions for companies on-site as well as group trainings at CLM's offices.

TCM GROUP/HILL INTERNATIONAL COMPANY, SWPPP Coordinator: Provide technical and analytical support to Caltrans Resident Engineering (RE) staff for storm water compliance under the Caltrans general construction NPDES permit. This position reviews project plans and specifications at PID, PIED, PAED, PS&E phases. Also conducts field inspections and file reviews to advice the RE of SWPPP deficiencies that project construction contractors are required to implement, maintain and correct.

- California Water Environmental Federation – Technical Certification Committee Member
- D2 Water Distribution Operator – CA DPHS
- Certified Trainer for Caltrans SWPPP/WPCP
- Peer Review Plan Check
- Cal / OSHA Safety
- Construction Inspection

CITY OF RIVERSIDE PUBLIC WORKS DEPARTMENT, Environmental Compliance Supervisor:
Managed the technical work of assigned staff in the Environmental Compliance and Collection System sections (27 staff and total annual budget of 5 million dollars). This position focused on managing water quality, storm water and regulatory compliance programs for the City of Riverside and project management such as soil remediation, environmental assessment, capital improvement, and asset management of the Collection System infrastructure.

INLAND EMPIRE UTILITIES AGENCY, Safety Officer:
Managed the Agency's safety management programs; took action to ensure compliance with safety, health and environmental safety regulations and requirements; informed Agency Board and advised managers on safe work methods, practices and the elimination of environmental hazards; investigated accidents and hazardous waste incidents.

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT, Safety Coordinator and Environmental Control Technician
Under general supervision, administrated safety, loss prevention, training, and hazardous materials management. Identified and prevented workplace safety hazards. Coordinated and conducted safety related training and projects. Developed and maintained emergency business and response plans. Lead Supervisor for the Environmental Compliance section. The position focused on the reduction or elimination of waste and pollutants that could potentially enter receiving waters of the United States from sewer and storm drains.

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Preserving water resources one drop at a time

Kimberly Sigelman – Office Engineer

Education

Certificate in Meeting and Event Planning

Certificate in Strategic Marketing in Action

Attended San Diego State University

Units towards B.A. in Sociology, University of San Diego

Units towards B.A. in Sociology, Sarah Lawrence College

Software Expertise

Excel

Word

PowerPoint

Project

Kim is a knowledgeable Office Engineer with over eleven years of experience with municipalities for planning, design and construction projects such as roadway, highway interchanges, and intersection improvements. Kim has experience with the complete project lifecycle beginning at inception and funding, through final design, and construction completion. This "big picture" experience gives her a unique skillset and perspective to draw from when working on projects. Her ability to work alongside multiple types of professionals from bureaucracies, agencies, non-profit foundations, private developers, construction firms, and property owners, allows her to understand how project participants interact. Her skills include review and filing of SWPPP documents, labor compliance monitoring, project coordination such as meeting scheduling, coordination of on-site personnel (survey, geotechnical, inspectors, etc.), and coordination of project audits with Caltrans.

Experience

CLM PROFESSIONAL SERVICES, INC. *Consultant Office Engineer*

Various administrative and marketing duties as assigned.

CPM PARTNERS, INC., *Consultant Office Engineer*

Assigned to the City of Moreno Valley
*SR 60/Moreno Beach Drive Interchange Improvements Field Office
and SR 60/Nason Street Overcrossing Improvements Field Office

DMC DESIGN GROUP, INC. *Contract Administration Specialist*

In-house consultant to the City of Moreno Valley
Assisted four (4) project managers on multiple concurrent design and construction projects.

CITY OF MORENO VALLEY, *Management Assistant*

Assisted four (4) project managers on multiple concurrent design and construction projects.

MASSON AND ASSOCIATES, INC. *Office Manager*

Assisted two project managers and one survey head on multiple concurrent design projects in the residential and commercial civil engineering field.

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Robert Schubert, FOG Inspector

Robert Schubert has performed hundreds of inspections of food service establishments and grease removal equipment in support of fats, oils, and grease (FOG) control programs, along with more than 100 grease interceptor assessments at various sites. In addition to inspections, Robert provides FOG program data entry and quality assurance and control services for various cities and sewer agencies.

M.S., Environmental Engineering, California State University, Fullerton (2012)

B.S., Civil Engineering, California State University, Fullerton (2010)

2 Years at EEC

Heavy Equipment Operator & Mechanic

Light Equipment Operator & Mechanic

Irrigation Systems Installation

Task Crew Leader

Education

California State University, Fullerton
Master of Science, Environmental Engineering, 2012
California State University, Fullerton
Bachelor of Science, Civil Engineering, 2010

Registrations/Certifications

California Engineer in Training, 2010
CPR/First Aid Certification
OSHA 40-Hour HAZWOPER Certification

Experience

Compliance Inspector, Fats, Oils, and Grease Control Inspections for Multiple Cities and Sewer Agencies, California | Statewide, CA

- Completed hundreds of initial and compliance inspections of FSEs for various FOG programs.
- Served as the lead FOG inspector for multiple cities and sewer districts.

Staff Engineer, Grease Interceptor, Domestic Water, and Gas Supply Design Projects | Irvine, CA

- Evaluate and calculate fixture units and gas demand
- Conduct utility research
- Perform site survey
- Design grease waste systems including grease interceptor sizing, configuration specification and maintenance recommendations to ensure compliance with local FOG control programs
- Developed detailed engineering drawings and plumbing specifications
- Coordinate with agencies regarding permitting, design, and construction

National Pollutant Discharge Elimination System (NPDES) Inspections | Santa Ana, CA

Physically inspect industrial and commercial facilities for NPDES compliance.
Conduct quality assurance and quality control for inspected facilities.

Staff Engineer, Water Supply Implementation, Confidential Company | Ontario, CA

Staff engineer for development and implementation of water supply program for rural community.
Assist with design and implementation of 6 water supply systems.
Conduct tank and ground water sampling.

Staff Engineer, Environmental Engineering & Contracting, Inc. | Santa Ana, CA
2013 - Present
Maintenance Worker, City of Fullerton | Fullerton, CA
2002–2013

Joseph Jenkins, CWEA Inspector Grade I, FOG and NPDES Inspector

Joseph has performed more than 4,000 inspections of food service establishments (FSEs) for compliance with fats, oils, and grease (FOG) control programs, including those of the Costa Mesa Sanitary District, City of Santa Ana, City of La Habra, City of Anaheim, and Irvine Ranch Water District. Joseph has also conducted thousands of stormwater inspections of industrial and commercial facilities for compliance with NPDES stormwater discharge requirements.

Joseph manages and schedules EEC's FSE inspection programs and provides training and quality control / quality assurance of EEC's FOG inspectors. Joseph is also EEC's lead auditor for sewer system management plan (SSMP) audits. To date, Joseph has conducted internal SSMP audits for the Costa Mesa Sanitary District, City of La Habra, City of Buena Park, City of Santa Ana, and City of Anaheim.

Joseph holds a Bachelor of Science in Business Administration from York College in Nebraska; a certificate in Environmental Management from the University of California, Irvine, Extension; and a certificate as a Grade I Environmental Compliance Inspector through the California Water Environment Association. Joseph maintains certification in OSHA 40-hour HAZWOPER training and in the Pipeline Assessment and Certification Program.

Education

Bachelor of Science, Business Administration, 2003

Registrations/Certifications

OSHA 40-Hour HAZWOPER Certification
Pipeline Assessment and Certification Program

Experience

FOG Inspector, FOG Inspection Programs for Multiple Cities and Sewer Agencies | Statewide, CA

- Serves as the lead FOG inspector in support of FOG multiple cities and sewer districts.
- Completed thousands of FSE inspections in support of agencies' FOG control programs and has achieved a high rate of compliance for those FSEs.

Senior Staff, FOG Control Consulting for Various Municipalities | Nationwide

- Assists EEC's project managers to provide support for FOG control consulting services ranging from ordinance and permit development, grease interceptor sizing and installation requirements, sewer line characterization, inspection and enforcement procedures, sanitary

sewer overflow response procedures, and database and GIS management.

Lead Trainer, FOG Inspector Training Program, City of Redondo Beach | Redondo Beach, CA
- Developed and conducted FOG inspection training for City of Redondo Beach staff. Training included a comprehensive classroom instruction session and multiple days of field inspection training.

Lead Auditor, SSMP Internal Audits for Various Municipalities | Nationwide
- Assists EEC's project managers to provide support for conducting internal audits of SSMPs.
- Reviews SSMP-related documentation and conducts interviews of municipality staff members.
- Completes technical report documents specifying important findings and recommendations.

Lead Trainer, SSO Prevention and Response Program, City of San Gabriel | San Gabriel, CA
- Trained City of San Gabriel staff on prevention of and response to SSO.
- Training consisted of a classroom instruction session that reviewed State and City monitoring and reporting requirements, proper response procedures, and proper volume calculation methods. Training also entailed field-training sessions during which varying volumes of water were spilled and trainees practices containing the spills, estimating the volume of spilled water, and completing reporting forms.

Senior Staff, FOG Control Program Manual Development, Baltimore County | Baltimore, MD
- Developed the FOG Control Program Manual for the Baltimore County FOG Control Program.
- Manual included procedures for inspecting FSEs, requirements for installation of grease control devices, and FSE educational materials that were created by EEC, including best management practices.

Compliance Inspector, NPDES Inspections and Program Management, Cities of Santa Ana and Anaheim | Orange County, CA
- Performed hundreds of NPDES inspections for the City of Anaheim and the City of Santa Ana.
- Currently manages the monthly NPDES inspection program and trains inspectors on the proper inspection procedures.

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Proof of Insurance:

Client#: 832692 CLMPROFE1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kristen Guzman
HUB International HUB Int'l Insurance Serv. Inc. 4371 Latham St, Ste #101 Riverside, CA 92501	PHONE (A/C, No, Ext): 951 779-8744 FAX (A/C, No): 951 346-5650 E-MAIL ADDRESS: kristen.guzman@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance Com	33138
INSURER B: Ohio Security Insurance Company	24082
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CLM Professional Service
131 Cajon Street, Ste 11
Redlands, CA 92373

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
B	AUTOMOBILE LIABILITY			BAS56939355	10/07/2015	10/07/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			LHR825932	02/19/2015	02/19/2016	Each Claim: $1,000,000 Aggregate: $2,000,000 Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, members, employees and agents are additional insured in regards to auto liability per the attached endorsement form CA8810 01/13, waiver of subrogation included.

CERTIFICATE HOLDER	CANCELLATION
Simon Wong Engineering, Inc. 550 W. C Street San Diego, CA 92101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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KM44

COMMERCIAL AUTO
CA 88 10 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

SUBJECT	PROVISION NUMBER
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSUREDS (Including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE – BROADENED COVERAGE	10
GLASS REPAIR – WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (Including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
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SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

SECTION II – LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

(1) Is a partnership or joint venture; or

(2) Is an insured under any other automobile policy; or

(3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization;

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Fee Schedule:

Submitted in a separate sealed envelope.

Fee Schedule:

Submitted in a separate sealed envelope.

	Inspection Type	Rate
FOG Inspector	FOG and NPDES Inspections for FSE's	$105
Environmental Compliance Inspector, grade I	NPDES Stormwater Commercial/Industrial	$125
Environmental Compliance Inspector, grade II	NPDES Industrial Waste Discharge, Industries with Hazardous Material Permit	$140
Office Engineer	Administrative Functions, As-Needed	$75

Rates listed are hourly rates for Assigned Personnel, Hard Copy Costs, Vehicle Costs, Mileage to and from Site Locations, Computer (Laptop, pertinent computer programs, etc.), and Cellular Phone Usage.

G & G Environmental Compliance, Inc.

NOV 9 2015

City Clerk's Office

11/10/2015

City of Banning
City Clerk's Office
99 E. Ramsey Street
Banning, CA 92220

G&G ENVIRONMENTAL COMPLIANCE, INC.

SUBJECT: PROPOSAL TO PROVIDE INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES

To Whom It May Concern:

The attached proposal is in response to the City of Banning's Request for Proposal (RFP) to provide Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services dated October 27, 2015. The stated deadline for submitting said proposal is November 10, 2015 at 5:00 p.m. G&G has put together a strong team of seasoned Regulatory Compliance Managers, Pretreatment Program (PTP) professionals and knowledgeable administrative support staff with many years of experience in all aspects of wastewater regulatory program services, including but not limited to Source Control & Industrial Pretreatment, Stormwater, and Reclaimed Water User Programs.

Our previous experience assisting the City of Banning in the Source Control & Industrial Pretreatment Program provides a tremendous benefit in maintaining the momentum and progress that has been accomplished to date. G&G understands that a successful Source Control & Industrial Pretreatment Program is essential to protecting the beneficial re-use of treated municipal wastewater.

On behalf of G&G, I am pleased to provide our proposal. Any questions or comments regarding the attached proposal that may arise during the evaluation period should be directed to:

Gary Ethridge, President G&G
5053 La Mart Drive Suite 203
Riverside, CA 92507

Office: (951) 683-3538 Fax: (951) 683-3859 Cellphone: (951) 858-1542 e-mail: ge@ggcorp.net

The attached Proposal and Fee Schedule (separate envelope) shall remain valid for a period of 90 days from the date of the submittal.

Sincerely,

Gary Ethridge, President G&G

cc: Gary DeFrese, Vice President G&G
Susan Hunt, Executive Administrative Assistant G&G

A PROPOSAL TO PROVIDE INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG CONTROL, NPDES INSPECTION & ENVIRONMENTAL COMPLIANCE SERVICES



SUBMITTED TO:
CITY OF BANNING
CITY CLERK'S OFFICE
99 E. RAMSEY STREET
P.O. BOX 998
BANNING, CA 92220

SUBMITTED BY:
G&G ENVIRONMENTAL COMPLIANCE, INC.
5053 LA MART DR. SUITE 203
RIVERSIDE, CA 92507

G&G ENVIRONMENTAL COMPLIANCE, INC.

November 10, 2015

11/10/2015

NOV 9 2015

City Clerk's Office

Mr. Perry Gerdes
City of Banning Water/Wastewater Public Utilities
176 East Lincoln Street
Banning, CA 92220

SUBJECT: PROPOSAL TO PROVIDE INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES

Dear Mr. Gerdes:

The attached proposal is in response to the City of Banning's Request for Proposal (RFP) to provide Industrial Waste Program Management, FOG and NPDES Inspections and Environmental Compliance Services dated October 27, 2015. The stated deadline for submitting said proposal is November 10, 2015 at 5:00 p.m. G&G has put together a strong team of seasoned Regulatory Compliance Managers, Pretreatment Program (PTP) professionals and knowledgeable administrative support staff with many years of experience in all aspects of wastewater regulatory program services, including but not limited to Source Control & Industrial Pretreatment, Stormwater, and Reclaimed Water User Programs.

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Susan Hunt, Executive Administrative Assistant G&G

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Strategy and Implementation Plan

G&G understands the scope of work as stated in RFP to provide administrative, technical, and professional regulatory program services. The following work plan is for the Pretreatment Program.

The G&G team is comprised of technical and professional staff at various skill levels that will allow for the delegation of work in each program area to the most appropriate skill level to maximize the use of resources and to provide the City with regulatory support services that assure the most value for the City and their customers. Many of our team members are proficient in different program areas identified in the RFP which enhances the availability of resources at any given time to respond to emergent issues.

Industrial Pretreatment Program Management

The work plan that follows is organized into the essential program areas (Inspection, Monitoring, Permitting, Enforcement, and Administration). Also included are statements related to the coordination of these key tasks with City personnel and management, appropriate regulatory agencies, and the Industrial and Commercial Users.

Inspections:

- All permitted users, significant, non-significant and commercial industrial users will be inspected in accordance with the type and significance of their discharge, (Commercial Users), restaurants and automotive facilities will be inspected as often as needed to prevent any possible sanitary sewer overflows due to excessive oil and grease in the sanitary sewer system from them types of facilities.
- Conduct site inspections for permit renewal process; perform follow-up inspections as needed due to process changes and/or violations.
- Surveillance monitoring will be performed as needed to monitor any industrial users that are suspected of causing any adverse impact on the City's POTW. Surveillance monitoring will also be conducted downstream of any industrial user that may be on a compliance schedule to install pretreatment equipment due to past violations.

- Self-monitoring reports will reviewed for proper documentation including certifications, chain of custody, proper sampling and analysis procedures and proper analytical method used as outlined in 40 CFR 136.

Permitting:

- Permitted industrial User files will be reviewed on a continuous basis and evaluated for proper category, up to date with compliance in accordance with their permit and any new regulations that may have been approved by the EPA. Permits will be revised as needed.
- Permits are generally written for 1-3 years in duration. This is determined by the IU designation (permit classification) and the processes that are being permitted as well as the potential for changes to occur during the permit period. No permit may be issued for a period longer than 5 years.

Enforcement:

- Any violations will be immediately followed up on using the City's procedure outlined in the current Ordinance. All violations will be evaluated on a case by case basis to determine the significance and any possible POTW, environment and/or city worker impact.
- The goal is to resolve and eliminate violations at the lowest level of enforcement as described in the current Ordinance.
- All enforcement actions are documented and placed in the file (both electronically and hard copy) to establish compliance history.
- Enforcement actions will be reported and communicated to designated City management to ensure feedback and input from the City prior to commencing with punitive type enforcement such as fines, non-compliance fees, or permit suspensions, etc.

Administration:

Administration of the Program includes the day to day activities of documenting, filing, telephone calls, preparing reports, data entry, review of program documents (i.e., Ordinances, ERP, local limits, interjurisdictional agreements, etc.) and any necessary coordination of activities. Some of those activities are described below.

- All required reports, will be prepared using data acquired and put into the City's data management program and forwarded to City's staff for review and approval.
- Each quarter industrial users will evaluated for compliance, industrial users determined to be in significant non-compliance (SNC) will receive a letter after the annual report is prepared.
- All industrial data and activities performed, including copies of permits, sampling and analysis reports, inspection reports, phone events, sampling events, letters, violation notices, follow up inspections and etc. will be kept in the Industrial Users files. All files will be kept organized.
- City's local limits will be reviewed and evaluated on a continuous basis.
- Any significant change in level will cause the local limit for that constituent to be changed. All industrial users will be notified of the change or changes and the effective date. Any headwork loading for any constituent at City's POTW that could cause any possible WDR permit issues will be evaluated and a new local limit will be calculated.
- A report will be prepared for City staff to review and approve.
- Documentation will be sent to the RWQCB informing them of any local limit proposed changes, after their approval G&G will move forward, prepare new local limits, revise ordinances and local limit resolution for City staff review, approval and submittal to City attorney and City Council for approval at a public meeting as required.
- A monthly report will be provided to City staff updating them on the status of the pretreatment program. G&G staff will meet at least every two weeks with the City's Water/Wastewater Public Utilities Superintendent keeping him informed of the status of the program, industrial user violations and any other important issues.

Proposed Quality Assurance Program (QA/QC)

All G&G inspectors working on technical aspects of the City's pretreatment program will be certified according to the duties they are performing, all decisions, supervision and management will be performed by a Grade 4 Environmental Compliance Inspector.

In the event of an EPA Pretreatment Compliance Inspection or Audit G&G staff will assist the City staff with any and all technical aspects of the inspection and reporting requirements that may be required by State and/or EPA.

G&G staff is committed to work with City's industrial users in a professional manner at all times and assist them in a manner to achieve compliance with the least impact.

The following Table indicates the adequacy and utilization of G&G resources in accomplishing the tasks necessary to successfully implement the Pretreatment Program for the City.

Fats, Oils, and Grease (FOG) Control Program

G&G inspectors have been performing restaurant and automotive interceptor inspections for over 10 years in cities throughout southern California. G&G has successfully performed FOG Control Program inspections for the City of Banning (since 2007); City of Colton (since 2005); Western Municipal Water District (2003-2012); City of Corona (since 2009); and Yucaipa Valley Water District (since 2008). G&G has also developed Sewer System Management Plans (SSMPs) for each of these agencies that integrated the FOG Control Programs as a means by which each agency can document the reduction of sanitary sewer overflows related to oil and grease blockages. Our inspectors are highly skilled in detecting poorly maintained interceptors and the lack of Best Management Practices at each facility and are able resolve many of these issues quickly through education and courteous service which maintains good working relationships with small business owners and the City. An effective FOG Control Program is also important in protecting the City residents from the hazards associated with off-site spills as well as improving the quality of stormwater runoff during the wet weather seasons.

G&G follows a written program of progressive enforcement for all continuing violations that results in rapid responses to all violations that corrects violations at the lowest levels of enforcement and minimizes liability for the City when auditors from the Regional Board, EPA, Health Department, or other regulatory agencies occur.

NPDES Inspections

G&G has performed NPDES Permit inspections under the General Industrial Stormwater Permit for the City of Santa Ana and for the City of Colton. Our inspectors are familiar with the commercial and industrial stormwater requirements regarding priority of inspections, reporting, and compliance assurance measures. The advantage to also performing FOG Control inspections under the Pretreatment Program is that the on-site inspection can determine compliance with stormwater requirements as well which reduces the man-hours associated with performing separate inspections.

Environmental Compliance Special Services

Because G&G management and staff have managed, developed and implemented regulatory compliance programs for so many years and for many city and municipal agencies, we have extensive experience in all areas of environmental and regulatory compliance that may arise. G&G has experience in the following:

- Preparing Ordinances and Enforcement Response Plans;
- Sewer System Management Plans ;
- Backflow Prevention, Cross Connection Control, and Reclaimed Water services;
- Commercial and Industrial Surcharge Programs (Special Billing Programs for high volume and high strength wastewater producing customers);
- Stormwater Pollution Prevention Plans (SWPPPs);
- Spill Prevention, Control and Countermeasures (SPCC) Plans;
- Sewer Rate Development;
- Interjurisdictional Agreements;
- Hazardous Material Business Plan (HMBP) Inspections;
- Plan Check services for new or tenant improvement projects; and
- XC2; Linko CTS, and iPACS Pretreatment Program database knowledge

This range of experience sets G&G apart from other consulting firms. Our managers had careers with public agency positions prior to entering the field of consulting so we are familiar with the day to day dynamics that require a broad range of expertise to address the issues that public agency regulatory programs must respond to that are outside their normal daily routines.

Qualifications, Related Experience & References

Company Background

G&G Environmental Compliance, Inc. (G&G) is an environmental science and regulatory compliance Management Company that has been providing regulatory compliance services to public and private sector clients since 2002. G&G is an S-Corporation and designated small business entity whose primary business focus is water and wastewater compliance regulatory program management.

G&G Brings the City of Banning Knowledgeable and Experienced Resources to the following programs

- Over four decades of municipal and industrial experience.
- Pretreatment (Source Control) Program development and Management.
- Cross-Connection Control & Reclaimed Water Program Development & Management.
- Backflow Prevention Program Development & Management including Device Testing.
- Knowledge of Banning's Regulatory Programs

G&G staffing levels range from 10-14 employees depending upon the number of programs and/or projects we support.

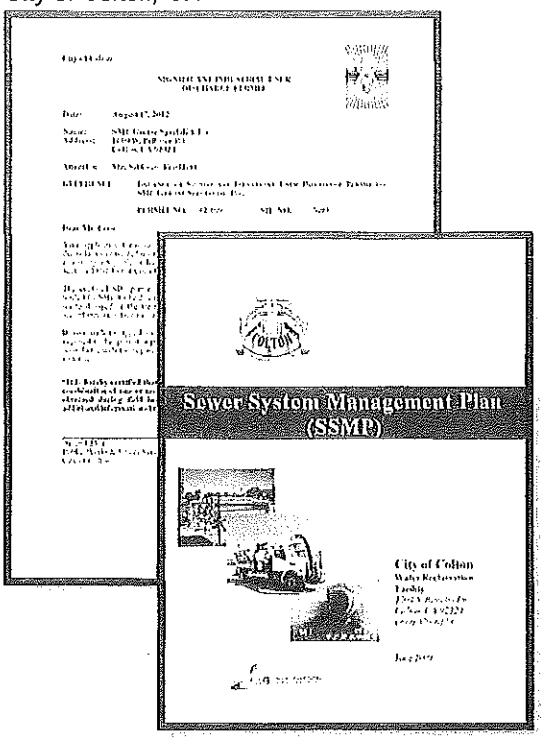
G&G has continued to maintain continuous growth during the 13 plus years since incorporating and maintains stability through advanced planning and a carefully developed business plan that blends programs and projects in a manner that has enhanced the company's sustainability even during slow economic times nationwide. There are currently no pending or anticipated conditions that would impede our ability to obligate the required resources for the full term of the project. Senior staff and management at G&G have a unique blend of knowledge in city and municipal agency programs combined with specific expertise in state, local, and federal environmental & regulatory compliance requirements.

G&G manages and implements several Inland Empire PTPs and continues to expand program scopes to include stormwater, backflow prevention, reclaimed water programs, and the development of Best Management Practices.

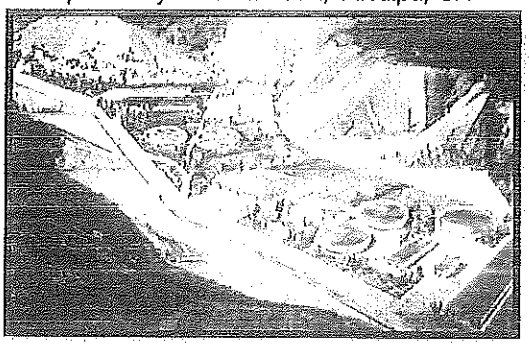
Most of G&G's business over the past 13 years has been in developing, managing, and implementing regulatory programs for City and Municipal Agencies. G&G understands the need for effective responses to client needs and the cooperative efforts between all parties to ensure a seamless effort enhanced by good communications and timely deliverables.

Project Experience

Below are representative projects that have been completed (or are ongoing) by G&G that demonstrate experience and success in the Regulatory Compliance Program area. Valuable experience is gained from each different Pretreatment Program that can be used to evaluate the most cost effective and beneficial strategies in the implementation of the Pretreatment Program for the City of Banning.

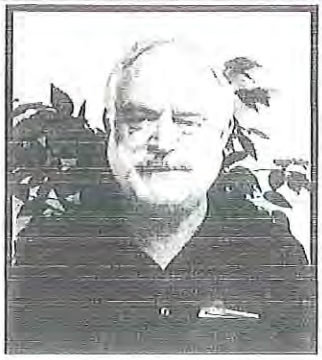
Projects and Clients	Project Description and Relevance to the City of Banning
Pretreatment Program Management *City of Colton, CA*  **Period of Service:** July 2004 – Current **Contact:** David Kolk, PhD Public Works and Utility Services Director (909) 370-5572-5948	**G&G developed and continues to implement Pretreatment Program (PTP) for the City of Colton - City of Colton, CA.** G&G has successfully developed the PTP Ordinance, Local Limits, Enforcement Response Plan, and Sewer System Management Plan (SSMP) for the City of Colton. G&G has been retained to perform this work continuously for the past 10 years. The program consists of inspections, compliance tracking, enforcement, regulatory reporting, budgeting, sewer rate studies, interjurisdictional agreements, stormwater program management, and industrial user monitoring. G&G has developed a data base tacking software and also utilizes the LINKO CTS software for tracking compliance status for all Industrial Users. **Relevance to the City of Banning** ➢ The PTP work in Colton involves the same type of tasks being requested under this RFP and uses the same types of monitoring equipment, vehicles, safety equipment, and expertise that G&G already employs. ➢ Staffing levels in this program are minimal and when workloads are slow in Colton, the staff at that location provide backup (redundancy) for other programs managed by G&G that may require additional resources during high workload periods. ➢ G&G staff & management have over three decades of experience implementing PTP and employ staff at all levels and certifications which allows G&G to assign the wide range of tasks that arise to the most appropriate skill level to assure the most efficient use of resources.

Projects and Clients	Project Description and Relevance to the City of Banning
Pretreatment Program Management Services *City of Corona, Corona, CA*  **Period of Service:** October 2010- Present **Contact:** Tom Moody tom.moody@ci.corona.ca.us (951) 279-3660	**G&G staff provides ongoing Pretreatment Program services to the City of Corona DWP** The City of Corona DWP has retained the services of G&G since 2010 to implement the Industrial Pretreatment Program. Since that time G&G has successfully implemented an effective program with updates to legal authority documents, successful compliance assurance programs, improved interceptor maintenance program, and timely response to violations. G&G issues permits on time and assists in all regulatory reporting as required by state and federal agencies. **Relevance to the City of Banning** ➢ The knowledge in all existing City Source Control program areas gives G&G the advantage of experience with the data tracking and filing systems, internal and external customers, and established relationships with all key stakeholders in the program. ➢ G&G also has historical perspective of the City's goals related to beneficial uses for reclaimed water, enforcement philosophies, customer service, and electronic and hard copy filing systems. ➢ G&G has established excellent working relationships with the regulatory agencies that audit the Source Control Program and has received high marks for the City's program implementation.

Projects and Clients	Project Description and Relevance to the City of Banning
Pretreatment Program Management Services *Yucaipa Valley Water District, Yucaipa, CA*  **Period of Service:** February 2005- Present **Contact:** John Wrobel (909) 797-5117	**G&G staff provides ongoing Pretreatment Program services to the Yucaipa Valley Water District** Yucaipa Valley Water District has retained the services of G&G since 2005 to implement the Industrial Pretreatment Program. Since that time G&G developed a revised Ordinance, new local limits, and an Enforcement Response Plan. The local limit study was completed in 2010 and a follow-up study on TDS was conducted in 2013 in response to new treatment systems installed at the POTW. G&G also implements the day to day inspection, enforcement, permitting, and reporting functions related to the approved Pretreatment Program. **Relevance to the City of Banning** ➢ Local Limit development experience combined with a great working knowledge of inland area Pretreatment Programs that have strict TDS limitations ➢ Experience dealing with a wide range of Industrial Users and understanding the specific treatment technologies and best management practices for achieving compliance ➢ G&G provided regulatory advocacy work related to the request for consideration of a modified TDS limit in consideration of plant modifications

The following table outlines the qualifications and credentials of each of our team's key personnel. It also provides some insight into the value each person adds to the local limit project for IEUA. Complete resumes are included in Appendix A. All identified key personnel will be available for the duration of the project and shall not be removed or replaced without written concurrence of the City.

Key Staff	Qualifications	Value to the City of Banning
 **Gary Ethridge, MSEM** **Project Manager** **Education** M.S., Environmental Management, Chadwick University B.S., Environmental Science, University of California **Professional Certificates** CWEA Grade IV ECI Project and Program Management Telephone No. (951) 683-3538	➢ Over 25 years of experience in industrial wastewater pretreatment program and regulatory compliance field ➢ Former Director of Environmental & Regulatory Compliance for EMWD ➢ President & CEO of G&G Environmental Compliance, Inc. ➢ Over 20 years PTP Management ➢ Developed Reclaimed Water Program – EMWD ➢ Directed Cross-Connection & Backflow Prevention Programs – EMWD ➢ Program Manager for Pretreatment & Stormwater Programs – City of Colton (2006-present) ➢ Project Manager for five separate regulatory programs for the City City of Corona (2011-present)	➢ Extensive experience with Pretreatment Program and Source Control Program Management ➢ Experience with the City of Banning's Regulatory Programs ➢ Strong background in Pretreatment, Stormwater, hazardous materials mgmt., backflow prevention, cross-connection control, and reclaimed water use. ➢ Developed Best Management Practices Manual for the Use of Reclaimed Water – EMWD ➢ Strong background in Federal Regulations for Water, Reclaimed Water & Wastewater Programs ➢ Well respected in the regulatory community with excellent working relationships with Regional Board, County Health staff and EPA.

Key Staff	Qualifications	Value to the City of Banning
 **Gary DeFrese** **Source Control Lead** **Education** A.A.- Riverside City College **Professional Certificates** CWEA Grade IV Environmental Compliance Inspector Pretreatment and Stormwater Program Management	➢ Former PTP Manager for the City of Riverside ➢ Former member of the County of Riverside's Environmental Crimes Task Force ➢ Over 30 years PTP Experience including local limits development ➢ Regulatory advocacy for municipal agencies with state and federal regulatory agencies ➢ PTP Management for the City of Corona (2010-present) ➢ PTP Management for the City of Banning (2008-present)	➢ Well respected in the regulatory community with excellent working relationships with Regional Board staff and EPA ➢ Excellent knowledge of Industrial Inspections, monitoring, compliance assurance strategies, permitting, and local limit development ➢ Experience with the City of Banning commercial and industrial users, City policies and procedures, and PTP database and regulatory reporting.

G&G's Project Team

G&G has adequate staff levels to implement the program throughout the contract period. The proposed team is essentially the same team that is currently performing the work for the City. Our familiarity with the City and key staff and management will allow the G&G team to hit the ground running with no delays in getting acquainted with the area or the various program tracking systems; Industrial User base; regulatory agencies; and City policies. Our team is organized to take advantage of the strengths of our expert staff, while keeping the structure streamlined to maintain efficiency, quality, and accountability. G&G is a small business located in Riverside so we are very accessible.

Gary Ethridge has directed programs and projects in the water and wastewater field for over 25 years. He currently serves as the Program Manager for all G&G implemented regulatory programs. His strong background in public agency programs involving the treatment of wastewater, beneficial use of treated wastewater (reclaimed water), protection of the public water supply, and all associated regulatory requirements

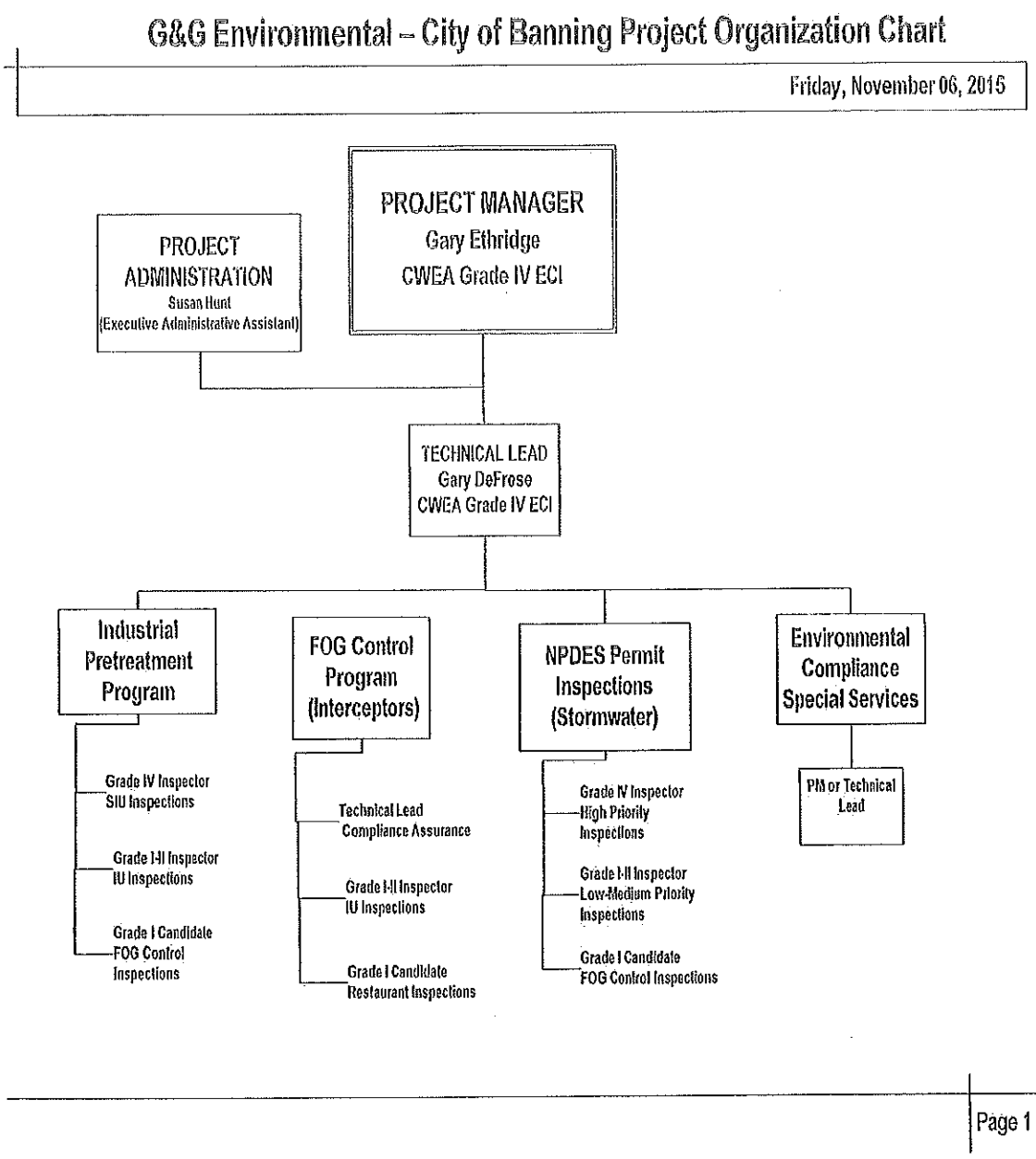
associated with these programs was first developed during his position as director of environmental & Regulatory Compliance Department for Eastern Municipal Water District. He will serve as the primary point of contact at G&G and fill the role as Project Manager.

Mr. Gary DeFrese will serve in the role of Technical Lead which reflects his experience level and familiarity with Pretreatment Programs. He holds a CWEA Grade IV ECI certification and many years of experience in wastewater regulatory programs. He has managed the City of Riverside's Pretreatment Program as well as the City of Corona and has been instrumental in the continued improvements of each of these programs during his tenure as a City employee and as a consultant for G&G. His extensive PTP experience, stormwater program management, and hazardous material response will be essential in responding to a wide range of wastewater and regulatory program issues.

Also available in this project is Mr. Benjamin Ethridge who holds a CWEA Certified Grade II Environmental Compliance Inspector. Ben has over 10 years of experience working in PTP's throughout the Inland Empire (San Bernardino Valley Municipal Water District, City of Colton, Yucaipa Valley Water District, City of Banning, City of Corona, and Western Municipal Water District). He has experience in permitting, regulatory reporting, PTP facility inspections, plan check, stormwater inspections, and compliance assurance. Ben also is proficient in spreadsheet and database applications that are used in tracking PTP activities.

As needed, G&G also has two Grade II qualified Environmental Compliance Inspectors (Arif Baseer and Paul Torres) that can assist our key staff members in the day to day FOG Program inspections and other non-significant industrial user inspections, and site surveys activities.

G&G's PTP Organizational Structure



General Liability

G&G carries $2,000,000.00 (per occurrence) with a $4,000,000 aggregate limit of general commercial liability through the Hartford (Policy #72 SBAIT09886).

Automobile Liability

G&G carries $1,000,000.00 of commercial automobile liability for scheduled autos, hired autos, and non-owned autos through the Hartford (Policy #72 UEC PR5845).

Workers Compensation and Employers Liability

G&G carries the required Workers compensation and Employers' Liability in the amount of $1,000,000.00 per accident, and per disease (each employee). (Policy # UB8C681758)

Professional Liability

G&G carries Professional Liability (errors and omission) Insurance in the amount of $1,000,000.00 errors and omissions; $2,000,000 policy aggregate through Nutmeg Insurance Company. (Policy No. EPK 107228.

G&G can provide copies of all policies and additionally insured certificates upon request.

Fee Schedule

The fee schedule is provided in a separate envelope as required in the Request for Proposal. The information provided includes billing rates by classification; a current G&G Rate Schedule for FY2015/16; and other direct cost information sorted by material, travel, and other expenses (telephones, reproduction costs, office supplies, etc.)

Appendix A. Certifications



CALIFORNIA
WATER ENVIRONMENT
ASSOCIATION
Certification of Compliance

THIS IS TO CERTIFY THAT

Gary DeFiese

HAVING SUBMITTED ACCEPTABLE EVIDENCE OF QUALIFICATIONS
BY EDUCATION, TRAINING AND EXPERIENCE IS HEREBY
GRANTED THIS CERTIFICATION OF COMPETENCY IN

Environmental Compliance
Inspector Grade 4

Expires: 7/31/2016

Certificate Number 36



CALIFORNIA
WATER ENVIRONMENT
ASSOCIATION
Certification of Compliance

THIS IS TO CERTIFY THAT

Gary Eldridge

HAVING SUBMITTED ACCEPTABLE EVIDENCE OF QUALIFICATIONS
BY EDUCATION, TRAINING AND EXPERIENCE IS HEREBY
GRANTED THIS CERTIFICATION OF COMPETENCY IN

Environmental Compliance
Inspector Grade 4

Expires: 12/31/2016

Certificate Number 36



CALIFORNIA
WATER ENVIRONMENT
ASSOCIATION
Certification of Compliance

THIS IS TO CERTIFY THAT

Benjamin Eldridge

HAVING SUBMITTED ACCEPTABLE EVIDENCE OF QUALIFICATIONS
BY EDUCATION, TRAINING AND EXPERIENCE IS HEREBY
GRANTED THIS CERTIFICATION OF COMPETENCY IN

Environmental Compliance
Inspector Grade 2

Expires: 12/31/2016

Certificate Number 20142018

Gary R. Ethridge – Regulatory Program Manager

G&G ENVIRONMENTAL COMPLIANCE, INC.

Professional Experience

Mr. Ethridge has over 25 years of experience in industrial wastewater pretreatment program and regulatory compliance field. His areas of expertise include developing and implementing municipal regualtory programs including wastewater pretreatment programs, reclaimed water inspection & monitoring programs; backflow prevention programs, air quality program, and certified water & wastewater quality laboratory management. He has developed ordinances, regualtory compliance plans and operational procedures manuals, and provided regulatory advocacy for municipal agencies with state and federal regulatory agencies. In 2002, he formed G&G Environmental Compliance, Inc. and serves as President and CEO.

Education
Master of Science, Environmental Management, Chadwick University, 2000

Bachelor of Science, Environmental Science University of California, 1988

Professional Affiliations
Water Environment Federation, Member, 1989-Present

California Water Environment Association (CWEA), Environmental Compliance Inspector – Grade IV Designated Subject Matter Expert, 1989-Present

Industry Tenure
25 Years

Project/Program Experience

City of Corona – Regulatory Program Support

Mr. Ethridge has provided program management services for the City of Corona under a professional services agreement for the past three (3) years (2011-2014). Programs include industrial pretreatment (Source Control), backflow prevention (assembly testing and site surveying, and the reclaimed water (cross-connection control) program.

Eastern Municipal Water District (EMWD) – Directed all Regulatory Programs.
Served as Director of Environmental & Regulatory Compliance for EMWD from September 2008 – December 2000. Directed actvities of the Source Control Department, Regulatory Compliance Department, and the Certified Water Quality Laboratory. Programs included backflow prevention, cross connection control and reclaimed water programs, and air quality programs.

City of Banning – PTP Development & Local Limits, Banning, CA.
Served as Project Manager in the development of all essential Program documents (Ordinance, Enforcement Response Plan, and Local Limits) as part of a Pretreatment Program approval package for the City of Banning with California Regional Water Quality Control Board, Region 7. He also completed the local limits study and prepared and presented the final report to the City Council in 2012).

Yucaipa Valley Water District – Developed Local Limits, Yucaipa, CA.
Served as Project Manager in the development of local limits in response to changes in the industrial users and upgrades to the District' POTW. Local limits study and recommendations forwarded to the California Regional Water Quality Control Board – Santa Ana Region. Limits approved by the Santa Ana Regional Board and subsequently adopted by the District.

Gary W. DeFrese – Pretreatment Program Lead

Education
A.A., Riverside City College

Professional Affiliations
Water Environment Federation, Member, 1989-Present

California Water Environment Association (CWEA), Environmental Compliance Inspector – Grade IV

Industry Tenure
30+ Years

Professional Experience

Over 30 years of experience including managing and administering the City of Riverside's Pretreatment Program. He developed the City's Wastewater Ordinance, Local Limits and Enforcement Response Plan. He was responsible for all enforcement actions issued to industrial users who violated the Wastewater Ordinance. Supervised and managed a staff from 8 to 11 field inspectors. Met with and reviewed the pretreatment programs administered by two Community Services Districts whose wastewater was discharged to and treated at the City's water quality control plant. He also served as a Member of the Riverside County's Environmental Crimes Task Force.

Project/Program Experience

City of Banning – Developed Local Limits, Banning, CA.
Served as Quality Control Advisor in the development of local limits as part of a Pretreatment Program approval package for the City of Banning with California Regional Water Quality Control Board, Region 7.

Yucaipa Valley Water District – Developed Local Limits, Yucaipa, CA.
Served as Quality Control Advisor in the development of local limits as part of a Pretreatment Program approval package for the City of Banning with California Regional Water Quality Control Board, Region 7.

Western Municipal Water District – Developed Local Limits, Riverside, CA.
Served as Quality Control Advisor in the development of local limits as part of a Pretreatment Program approval package for the former March Air Reserve Base wastewater treatment facility. Local limits and PTP package approved by the California Regional Water Quality Control Board – Santa Ana Region and adopted by the District.

FEE SCHEDULE
INDUSTRIAL WASTE PROGRAM MANAGEMENT, FOG CONTROL, NPDES INSPECTION & ENVIRONMENTAL COMPLIANCE SERVICES



SUBMITTED TO:
CITY OF BANNING
CITY CLERK'S OFFICE
99 E. RAMSEY STREET
P.O. BOX 998
BANNING, CA 92220

SUBMITTED BY:
G&G ENVIRONMENTAL COMPLIANCE, INC.
5053 LA MART DR. SUITE 203
RIVERSIDE, CA 92507

G&G ENVIRONMENTAL COMPLIANCE, INC.

November 10, 2015

G&G ENVIRONMENTAL COMPLIANCE, INC.

RATE SCHEDULE

Effective Dates: July 1, 2015 – June 30, 2016

The following rate schedule includes all current client services and associated costs. As new services are added the listing will be updated. All listed prices are re-evaluated in May of each calendar year and revised as necessary. Requests by clients for multiple year contracts with fixed prices throughout the term of the contract will be honored for time periods not exceeding 3 years. Rate schedules become effective on the 1st day of the Fiscal Year which begins in July and ends on June 30th.

PRETREATMENT PROGRAM & ENVIRONMENTAL COMPLIANCE SERVICES	RATES
Skill Level Rates	**Hourly Rate**
Program Manager	$105.00
Technical Lead	$95.00
Senior Level Inspector (Grade III-IV)	$85.00
Junior Level Inspector (Grade I-II)	$72.00
Administrative Specialist	$60.00
Grade I-II Qualified Inspectors (FOG Control Program Inspectors)	$45.00

For additional information regarding G&G services or pricing please contact our office at (951) 683-3538.

Sincerely,

Gary Ethridge, President
G&G Environmental Compliance, Inc

City of Banning Fee Schedule
Industrial Waste Pretreatment Program Management

INDUSTRIAL WASTE PRETREATMENT PROGRAM MANAGEMENT		ASSIGNED STAFF					
NO.	DESCRIPTION	PM	Tech Lead	Inspector I-II	Inspector I-II Qualified	Admin	Other Direct costs
	Client Billing Rates	$105	$95	$72	$45	$60	Travel ($0.565/mi) Material at Cost+15%
PTP1	INSPECTIONS						
1.1	SIU Field Inspections						
1.2	IU Field Inspections						
1.3	IU Survey						
1.4	Quality Assurance Review						
PTP2	PERMITTING						
2.1	Pre-permitting Inspections						
2.2	Permit Development						
2.3	Quality Assurance Review/SMR Reviews						
2.4	Administratiive Tasks						
PTP3	REGULATORY REPORTING						
3.1	Compliance Reports						
3.2	Annual Reports						
3.3	PCI & PCA Response						
PTP4	INDUSTRIAL COMPLIANCE						
4.1	Routine Compliance (NOV or less)						
4.2	Administative Orders						
4.3	Cease & Desist other other legal remedies						
4.4	Surveillance Activities						
4.5	QA/QC and Management						
PTP5	PLAN CHECK						
5.1	Blueprint and Survey review						
5.2	On-site Inspection						
PTP6	ADMINISTRATION						
6.1	Program Management						
6.2	Administrative Duties and Data Entry						
6.3	Monthly Status Reporting						
		Billable Task Areas by Classification					

City of Banning Fee Schedule
Fats, Oils, and Grease (FOG) Control Program

FOG CONTROL PROGRAM		ASSIGNED STAFF					
NO.	DESCRIPTION	PM	Tech Lead	Inspector I-II	Inspector I-II Qualified	Admin	Other Direct costs
	Client Billing Rates	$105	$95	$72	$45	$60	Travel ($0.565/mi) Material at Cost+15%
FOG1	INSPECTIONS						
1.1	Field Inspections						
1.2	Inspection Tracking						
1.3	Outreach, Education and BMP Development						
1.4	Quality Assurance Review						
FOG2	COMPLIANCE ASSURANCE						
2.1	Follow-up Inspections						
2.2	Issue Written Warnings						
2.3	Issue NOV or Administrative Order to Comply						
2.4	Administrative Duties and Data Entry						
2.5	QA/QC and Management						
FOG3	ADMINISTRATION						
3.1	Program Management						
3.2	Administrative Duties and Data Entry						
3.3	Monthly Status Reporting						
		Billable Task Areas by Classification					

City of Banning Fee Schedule
NPDES Inspections

NO.	NPDES INSPECTIONS DESCRIPTION	PM	Tech Lead	Inspector I-II	Inspector I-II Qualified	Admin	Other Direct costs
	Client Billing Rates	$105	$95	$72	$45	$60	Travel ($0.565/mi) Material at Cost+15%
NPDES1	INSPECTIONS						
1.1	Field Inspections						
1.2	Inspection Tracking						
1.3	Outreach, Education and BMP Development						
1.4	Quality Assurance Review						
NPDES2	COMPLIANCE ASSURANCE						
2.1	Follow-up Inspections						
2.2	Issue Written Warnings						
2.3	Issue NOV or Administrative Order to Comply						
2.4	Administrative Duties and Data Entry						
2.5	QA/QC and Management						
NPDES3	REGULATORY REPORTING						
3.1	Compliance Reports						
3.2	Annual Reports						
NPDES4	ADMINISTRATION						
4.1	Program Management						
4.2	Administrative Duties and Data Entry						
4.3	Monthly Status Reporting						
				Billable Task Areas by Classification			

City of Banning Fee Schedule
Environmental Compliance Special Services

NO.	ENVIRONMENTAL COMPLIANCE SPECIAL SERVICES DESCRIPTION	PM	Tech Lead	Inspector I-II	Inspector I-II Qualified	Admin	Other Direct costs
	Client Billing Rates	$105	$95	$72	$45	$60	Travel ($0.565/mi) Material at Cost+15%
ECSS1	PTP COMPLIANCE						
1.1	Review, Update Ordinance						
1.2	Review Update Enforcement Response Plan						
1.3	Review, Update Local Limits						
1.4	Quality Assurance/Regulatory Program Audits/Other						
ECSS2	TRAINING & PROGRAM IMPROVEMENTS						
2.1	Develop Training Materials						
2.2	Provide Training						
2.3	Develop Program Standard Operating Procedures						
2.4	Provide Technical Assistance with Regulatory Matters						
2.5	Meetings with City or Regualtory Officials						
2.4	Administrative Duties and Data Entry						
2.5	QA/QC and Management						
				Billable Task Areas by Classification			

EXHIBIT "D"

EVALUATION SUMMARY

INDUSTRIAL WASTE PROGRAM MANAGMEENT, FOG AND NPDES INSPECTIONS AND ENVIRONMENTAL COMPLIANCE SERVICES

	Lynn Merrill & Associates, Inc.	CLM Professional Services, Inc.	G & G Environmental Compliance, Inc.
Evaluator 1	887	837	1000
Evaluator 2	885	855	900
Evaluator 3	970	940	680
Total Score	2742	2632	2580
Average Score	**914.0**	**877.3**	**860.0**